

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 22, 2026

CLEAN ENERGY FUELS CORP.

(Exact Name of Registrant as Specified in Charter)

**Delaware
(State or other jurisdiction
of incorporation)**

**001-33480
(Commission
File Number)**

**33-0968580
(IRS Employer
Identification No.)**

**4675 MacArthur Court, Suite 800
Newport Beach, CA
(Address of Principal Executive Offices)**

**92660
Zip Code**

**(949) 437-1000
(Registrant's telephone number, including area code)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value per share	CLNE	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

President and Chief Executive Officer Transition

On April 23, 2026, Clean Energy Fuels Corp. (the “Company”) announced that Barclay F. Corbus, the Company’s former Senior Vice President, Strategic Development and Head of Renewable Fuels, has been appointed as the Company’s new President and Chief Executive Officer, succeeding Andrew J. Littlefair effective as of April 22, 2026 (the “Transition Date”).

There are no arrangements or understandings between Mr. Corbus and any other persons pursuant to which he was selected as an executive officer and director, there are no family relationships between Mr. Corbus and any of the Company’s other directors or executive officers and he is not a party to any transaction that would require disclosure pursuant to Item 404(a) of Regulation S-K. In connection with his appointment as President and Chief Executive Officer, Mr. Corbus was appointed to the Company’s Board of Directors (the “Board”), effective as of the Transition Date, to serve until the Company’s 2026 annual meeting of shareholders, at which time he will be presented for re-election along with all other members of the Board. Mr. Corbus will not serve as a member of any committee of the Board.

Mr. Corbus, age 59, has served as the Company’s Senior Vice President, Strategic Development and Head of Renewable Fuels since December 2021. Prior to that, Mr. Corbus served as the Company’s Senior Vice President, Strategic Development from September 2007 to December 2021. From July 2003 to September 2007, Mr. Corbus served as Co-Chief Executive Officer and a director of WR Hambrecht + Co, an investment bank that managed the Company’s initial public offering. Mr. Corbus joined WR Hambrecht + Co in 1999 and, from October 2000 to July 2003, served as Head of Investment Banking of WR Hambrecht + Co. From 1989 to 1999, Mr. Corbus worked with Donaldson, Lufkin & Jenrette. Mr. Corbus currently serves as a director of Bed Bath and Beyond, Inc., a publicly traded company, a position he has held since March 2007, and is a Trustee of the College of the Atlantic. Mr. Corbus earned a B.A. in government from Dartmouth College and an M.B.A. from Columbia Business School.

In connection with Mr. Corbus’s appointment as President and Chief Executive Officer, Mr. Corbus entered into an amended and restated employment agreement with the Company that is effective as of the Transition Date (the “Employment Agreement”), the material terms of which are summarized below.

Mr. Littlefair will remain engaged with the Company following the Transition Date, as he will continue to serve as a non-employee member of the Board and has agreed to provide consulting services to the Company pursuant to a Transition, Consulting and Release Agreement that is effective as of the Transition Date (the “Consulting Agreement”), the material terms of which are summarized below.

Corbus Employment Agreement

The Employment Agreement supersedes and replaces in all respects the existing employment agreement between the Company and Mr. Corbus, dated as of December 31, 2015. The Employment Agreement has an initial term ending April 30, 2029, which will automatically renew for additional one-year terms unless the Company or Mr. Corbus gives notice of non-renewal at least sixty days prior to the expiration of the then-current term.

Base Salary and Bonus. Mr. Corbus will receive an annual base salary of \$750,000, subject to increase at the discretion of the Compensation Committee of the Board. Mr. Corbus will be eligible to earn a target annual bonus equal to 100% of his annual base salary, with any actual bonus becoming payable based on the achievement of performance objectives determined by the Compensation Committee of the Board each year.

Equity Awards. Mr. Corbus will continue to be eligible to participate in the Company’s Amended and Restated 2024 Performance Incentive Plan (the “Plan”). Although the Employment Agreement does not entitle Mr. Corbus to receive any specific equity awards under the Plan, in connection with his appointment, the Compensation Committee of the Board approved an incremental equity grant of time-vesting restricted stock units with an intended grant date value equal to \$413,000, vesting in three substantially equal annual installments on each of the first three anniversaries of the Transition Date, subject to Mr. Corbus’s continued provision of services.

Other Benefits. Mr. Corbus will continue to be eligible to participate in the benefit plans and programs generally available to other similarly situated executives of the Company, provided that benefits must be on terms and in amounts not less beneficial to Mr. Corbus than those provided by the plans in effect on the date of the Employment Agreement.

Severance Terms. If the Company terminates Mr. Corbus's employment without cause or Mr. Corbus resigns for good reason (each as defined in the Employment Agreement), or if the Company does not renew the Employment Agreement prior to expiration of the initial term or any renewal term, Mr. Corbus will be entitled to receive: (i) a lump sum severance payment equal to 150% of his then-current annual base salary plus 150% of his previous year's annual cash bonus actually earned, in addition to any accrued obligations and compensation previously deferred, (ii) after the end of the calendar year in which the termination occurs, payment of Mr. Corbus's bonus for the year of termination (if any), based on actual performance and without pro-rata, (iii) continuing participation in the benefit programs in which Mr. Corbus was enrolled at the time of termination, at the Company's expense, for a period of one year from the date of termination, and (iv) full acceleration of all outstanding equity awards, with performance-based awards vesting at target. If Mr. Corbus's employment is terminated without cause or for good reason within six months prior to or one year following a change in control (as defined in the Employment Agreement) of the Company, he will be entitled to the severance benefits described above, except that the cash severance multiple will be 300% of his then-current base salary and 300% of his prior year actual bonus. In consideration of his receipt of any severance benefits under the Employment Agreement, and as a precondition to their receipt, Mr. Corbus must execute and deliver, and not revoke, a release in favor of the Company in substantially the form attached to the Employment Agreement.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Littlefair Consulting Agreement

Under the terms of the Consulting Agreement, Mr. Littlefair resigned from employment with the Company as its President and Chief Executive Officer effective as of the Transition Date and entered into a consulting arrangement with the Company for a period of three years (the "Consulting Term"). During the Consulting Term, Mr. Littlefair will provide strategic advisory and government-relations services to the Company under the direction of the Board.

Pursuant to the Consulting Agreement and in connection with Mr. Littlefair no longer being a full-time employee of the Company, Mr. Littlefair will be entitled to: (i) all accrued but unpaid salary and vacation through the Transition Date and (ii) provided Mr. Littlefair executes and does not revoke a general release of claims against the Company and its affiliates, (a) any 2026 annual bonus Mr. Littlefair would have received had his employment as President and Chief Executive Officer continued through the end of the year, provided that such bonus does not exceed 150% of his 2025 base salary, (b) a monthly stipend intended to cover benefits of \$5,000 per month during the first eighteen months of the Consulting Term (for an aggregate of \$90,000), which the parties may choose to implement through COBRA premium reimbursement and (c) annual life insurance premiums for five years in the amount of \$43,485 per year for a maximum of \$217,425.

In addition, pursuant to the Consulting Agreement, Mr. Littlefair will be entitled to a base consulting retainer at a rate of \$750,000 per year during the Consulting Term. Mr. Littlefair was also granted an award of time-vesting restricted stock units with an intended grant date value equal to \$1,000,000, vesting in three substantially equal annual installments on each of the first three anniversaries of the Transition Date, subject to his continued provision of services under the Consulting Agreement. Mr. Littlefair will only earn the consulting retainer and vest in his consulting equity award to the extent he continues to provide the consulting services contemplated by the Consulting Agreement.

The Consulting Agreement provides that the Company may terminate the Consulting Agreement for cause (as defined in the Consulting Agreement). Mr. Littlefair may also terminate the Consulting Term for any reason upon thirty days' written notice. Mr. Littlefair will be subject to confidentiality obligations regarding the Company's trade secrets, confidential information, and proprietary information.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On April 23, 2026, the Company issued a press release announcing Mr. Corbus's appointment as the Company's President and Chief Executive Officer to succeed Mr. Littlefair in that role. A copy of such press release is attached hereto as Exhibit 99.1.

The information contained in this Item 7.01 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement by and between the Company and Barclay F. Corbus, dated as of April 22, 2026.
10.2	Transition, Consulting and Release Agreement by and between the Company and Andrew J. Littlefair, dated as of April 22, 2026.
99.1	Press Release, dated April 23, 2026, issued by Clean Energy Fuels Corp.
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 23, 2026

CLEAN ENERGY FUELS CORP.

By: /s/ Robert M. Vreeland
Name: Robert M. Vreeland
Title: Chief Financial Officer

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of April 22, 2026 (the “Restatement Date”) by and between Clean Energy Fuels Corp., a Delaware corporation (“Employer” or the “Company”), and **Barclay F. Corbus** (“Employee”).

RECITALS

- A. Employee has served as Senior Vice President, Strategic Development and Head of Renewable Fuels of Employer and Employer’s subsidiaries.
- B. Employer desires to appoint Employee as President and Chief Executive Officer of Employer in order retain the benefit of Employee’s skill, knowledge and experience in order to insure the continued successful operation of its business and that of its operating subsidiaries, and Employee desires to render services to Employer as its President and Chief Executive Officer.
- C. Employee and Employer previously entered into an employment agreement dated as of December 31, 2015 (as subsequently amended the “Prior Agreement”) and the parties now desire to entirely amend and restate the Prior Agreement as provided herein.

AGREEMENT

In consideration of the good and valuable consideration and mutual promises and covenants contained herein, the parties agree as follows:

1. **Background:** This Agreement terminates and supersedes all prior written and oral agreements, including without limitation the Prior Agreement, and sets forth the terms and conditions of Employee’s continued employment with Employer.
2. **Term:** Employer agrees to employ Employee and Employee agrees to serve Employer, in accordance with the terms of this Agreement, for a term commencing on the Restatement Date and ending on April 22, 2029 (the “Term”), unless this Agreement is earlier terminated in accordance with the provisions herein. This Agreement shall thereafter renew automatically for consecutive one (1) year periods (each, a “Renewal Term”) unless either party gives written notice to the other party of its intent not to renew within sixty (60) days of the expiration of the Term or any Renewal Term, as applicable. Any such renewal shall be on the same terms and conditions as this Agreement.
3. **Duties of Employee:** Employee will serve as President and Chief Executive Officer of Employer, and as such, Employee hereby promises to perform and discharge well and faithfully the duties that may be assigned to Employee from time to time which are appropriate for a president and chief executive officer of an organization the size of Employer that is engaged in the type of business engaged in by Employer and Employer agrees to assign to Employee only such duties. As President and Chief Executive Officer, Employee shall report only to the Board of Directors of Employer (“Board”). The duties of Employee may be changed from time to time by the mutual agreement of the Employer and Employee. Notwithstanding any such change from the duties originally assigned, or hereafter assigned, the employment of Employee will be construed as continuing under this Agreement. However, if Employer shall (i) materially diminish Employee’s duties, title, authority, responsibilities, Base Salary (as defined below in Section 4(a)) or annual Incentive Compensation (as defined below in Section 4(b)) opportunity, (ii) materially breach this Agreement, (iii) require Employee to report to any person other than the Board, or (iv) change Employee’s principal place of employment to outside a radius of twenty-five (25) miles of 4675 MacArthur Court, Newport Beach, California (each, a “Good Reason”), or if Employer does not renew this Agreement prior to expiration of the Term or any Renewal Term, then Employee shall be eligible to receive the Severance Benefits described in Section 5(d), provided, however, that Employee must timely satisfy the requirements specified in Sections 5(i) and 5(j). Employee agrees to devote substantially all of Employee’s working time and attention to Employee’s duties hereunder, except for such reasonable amounts of time for personal, charitable, investment and professional activities that do not substantially interfere with the service to be rendered by Employee hereunder.

4. Compensation:

- a. Base Salary. During the Term or any Renewal Term, Employer agrees to pay Employee an annual base salary of **\$750,000** (“Base Salary”), which shall be earned and payable in accordance with Employer’s usual and customary payroll practices as in effect from time to time; provided, however, that pro-rata payments of Base Salary shall occur at least once every thirty (30) days. Any increase in Base Salary shall be as determined from time to time in the sole discretion of the Compensation Committee of the Board. Employee’s Base Salary shall not be reduced below **\$750,000** without Employee’s consent.
- b. Incentive Compensation. Employee shall be eligible for a target annual performance bonus (“Incentive Compensation”) of **one hundred percent (100%)** of Base Salary. Any increase in Employee’s target Incentive Compensation shall be as determined from time to time in the sole discretion of the Board. Incentive Compensation will be (1) determined in accordance with certain financial and operational objectives to be determined in the sole discretion of the Compensation Committee of the Board within forty-five (45) days following the commencement of each fiscal year of Employer during the Term or any Renewal Term, and (2) paid no later than March 15th immediately following the fiscal year in which the Incentive Compensation was earned. Incentive Compensation for partial years will be prorated.
- c. Additional Benefits. Employee shall also be eligible to participate in any pension plan, profit-sharing plan, life, medical, dental, disability, or other insurance plan or other plan or benefit as from time to time is in effect during the term of this Agreement that Employer may provide generally for management-level employees of Employer (collectively, “Additional Benefits”) provided, however, that while this Agreement remains in force, Employer will provide for Employee, at Employer’s expense, participation in medical, dental and vision coverage short-term disability, long-term disability, AD&D, and life insurance benefits on terms and in amounts not less beneficial to Employee than those provided by the plans, in effect on the date hereof, subject to a determination of Employee’s eligibility under said programs in accordance with their respective terms. Said coverage will be in existence or will take effect as of the commencement of the Term and will continue while this Agreement remains in force. Employer’s liability to Employee for any breach of this paragraph will be limited to the amount of premiums payable by Employee to obtain or retain the coverage contemplated herein.
- d. Vacation. Employee shall be entitled to twenty-five (25) business days of paid vacation each twelve (12) months of the Term or any Renewal Term, in accordance with Employer’s practices and policies which are applicable to its management-level employees.

5. Termination. The compensation and other benefits provided to Employee pursuant to this Agreement, and the employment of Employee by Employer, shall be terminated only as provided in this Section 5.

- a. Death. If Employee’s employment hereunder is terminated by reason of Employee’s death, this Agreement shall then terminate without further obligations to Employee (or Employee’s heirs or legal representatives) other than for:
 - i. payment of the sum of (A) unpaid Base Salary earned through the date of termination of Employee’s employment and any Incentive Compensation earned for the prior fiscal year to the extent not theretofore paid, (B) any compensation previously deferred by Employee (together with any accrued interest or earnings thereon) if so properly elected by Employee to be paid out upon termination of Employee’s employment (or Employee’s death), and (C) any vacation pay accrued through the date of termination of Employee’s employment to the extent not theretofore paid, (for purposes of this Agreement, the preceding clauses (A), (B) and (C) collectively are the “Accrued Obligations”). Any Accrued Obligations shall be paid in a single lump sum in cash within ten (10) days after the date of termination of Employee’s employment or any earlier time period required by applicable law or at any other time specified in a deferral election or deferred compensation plan;

- ii. payment of any amount due to Employee pursuant to the terms of any applicable benefit plan;
- iii. payment of a prorated portion, based on the number of days during the fiscal year during which Employee's termination occurs, of the Incentive Compensation that would be payable in respect of last fiscal year (based on the criteria applicable for that fiscal year) (the "Pro-Rated Incentive Compensation"); and
- iv. all of Employee's outstanding equity awards will vest in full on the date of termination (with any performance-based awards to vest based on the target level of performance), provided that this clause (4) shall not supersede any equity acceleration provided under an applicable award agreement that is more favorable to Employee (the "Equity Acceleration")

Payment of the Pro-Rated Incentive Compensation shall be made after the end of the fiscal year of termination of Employee's employment but no later than March 15th following such fiscal year. For purposes of this Agreement, the preceding clause (ii), the Pro-Rated Incentive Compensation and the Equity Acceleration collectively are the "Other Compensation". Payment of the Accrued Obligations and Other Compensation shall be made to Employee's estate or beneficiary as applicable.

- b. Disability. If the Board determines that Employee has become permanently disabled which shall be defined as the Employee's inability to perform the essential functions of employee's position, with or without reasonable accommodation, because of illness or incapacity substantiated by appropriate medical authority, to render services of the character contemplated by this Agreement over a period of six (6) consecutive months, then Employee's employment shall then terminate without further obligations to Employee (or Employee's heirs or legal representatives) under this Agreement other than for payment to Employee or Employee's representative, as applicable, of the Accrued Obligations and Other Compensation with such payments occurring at the times that are specified in Section 5(a).
- c. For Cause. Employee's employment hereunder shall be terminated and all of Employee's rights to receive further compensation shall terminate upon a determination by Employer, acting in good faith, that Employee (1) has committed a material act of dishonesty against Employer, (2) has been convicted of a felony involving moral turpitude or (3) has committed a material breach of Sections 7(f), 7(g), 7(h) or 7(i) of this Agreement (each of the foregoing acts identified in clauses (1), (2) and (3) shall constitute "Cause"). Employer shall then have no further obligations to Employee (or Employee's heirs or legal representatives) under this Agreement other than for payment to Employee of the Accrued Obligations with such payment occurring at the time that is specified in Section 5(a).
- d. Involuntary Departure. Notwithstanding any other provision of this Section 5, the Board shall have the right to terminate Employee's employment at any time without Cause, but in the event of such termination, or a non-renewal of this Agreement by Employer prior to expiration of the Term or any Renewal Term, or a resignation by Employee for Good Reason, Employee shall be eligible to receive:
 - i. the sum of (A) the Accrued Obligations (which will be paid at the time specified in Section 5(a)), (B) **one hundred and fifty percent (150%)** of one (1) years current Base Salary, and (C) **one hundred and fifty percent (150%)** of the previous fiscal year's earned Incentive Compensation;

- ii. payment of the Incentive Compensation that would be payable in respect of the fiscal year in which Employee's date of termination occurs (based on the criteria applicable for that fiscal year) without any pro-ration;
- iii. continuing participation for a period of one (1) year from the date of termination of Employee's employment at Employer expense in the Additional Benefits in which Employee was enrolled at the time of such termination, provided, however, that such continued participation shall in all cases be subject to the applicable plan's terms and conditions governing participation by non-employees after their termination of employment; and
- iv. all of Employee's outstanding equity awards will vest in full on the date of termination (with any performance-based awards to vest based on the target level of performance), provided that this clause (iv) shall not supersede any equity acceleration provided under an applicable award agreement that is more favorable to Employee.

For purposes of this Agreement, "Severance Benefits" shall consist of the benefits provided by the preceding clauses (i)(B), (i)(C), (ii) and (iii). In consideration of the receipt of the Severance Benefits, and as a precondition to their receipt, Employee must timely satisfy the Release requirements specified in Section 5(j). The cash Severance Benefits shall be paid to Employee as described in Section 5(j), provided that the Incentive Compensation payment contemplated by 5(d)(ii) above shall be made after the end of the fiscal year of termination of Employee's employment but no later than March 15th following such fiscal year. For purposes of this Agreement, with respect to payments of any amounts that are considered to be "nonqualified deferred compensation" subject to Section 409A or exempt from Section 409A under Treasury Regulation §§ 1.409A-1(b)(9) ("separation pay plans"), a termination of Employee's employment must constitute a "separation from service" as defined by Internal Revenue Code Section 409A.

e. Voluntary Departure. If Employee's employment hereunder is terminated due to Employee's resignation without Good Reason, all of Employee's rights to receive compensation shall immediately cease other than for payment to Employee of the Accrued Obligations, with such payment of the Accrued Obligations occurring at the time that is specified in Section 5(a), except to the extent otherwise required by an applicable benefit plan or separate written agreement.

f. Involuntary Departure After Change in Control

i. If,

- A. (1) Any "person", other than an existing shareholder of Employer as of January 1, 2006, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Employer representing forty percent (40%) or more, of the combined voting power of the Employer's then outstanding securities (for purposes of this Section 5(f)(i), the term "person" shall mean a person as defined or referred to in Section 3(a)(9) and/or 13(d)(1), et seq. of the Securities Exchange Act of 1934, as amended., and the associated rules of the Securities and Exchange Commission promulgated thereunder), or (2) a merger or consolidation of Employer in which its voting securities immediately prior to the merger or consolidation do not represent, or are not converted into securities that represent, a majority of the combined voting power of all voting securities of the surviving entity immediately after the merger or consolidation, or (3) a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of Employer or a liquidation or dissolution of Employer, or (4) individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided that, other than in connection with an actual or threatened proxy contest, any individual who becomes a director subsequent to the date of this Agreement, whose election, or nomination for election by the stockholders of Employer, was approved by the vote of at least a majority of the directors then in office shall be deemed a member of the Incumbent Board (hereinafter, a "Change in Control") (and for purposes of this Agreement, a "Change in Control" must also constitute a change in the ownership, effective control or ownership of a substantial portion of the assets of Employer within the meaning of Code Section 409A); and

- B. Employer terminates Employee's employment with the Employer without Cause within six (6) months prior to or one (1) year after the date of the Change in Control (including any non-renewal of this Agreement by Employer prior to expiration of the Term or any Renewal Term during such period), or if Employee resigns for Good Reason within six (6) months prior to or one (1) year after the date of the Change in Control;

then notwithstanding any other provision of this Agreement to the contrary and as a substitute therefor, Employee shall be eligible to receive:

1. the sum of (A) the Accrued Obligations (paid at the time specified in Section 5(a)), (B) **three hundred percent (300%)** of one (1) years' current Base Salary, and (C) **three hundred percent (300%)** of the previous fiscal year's earned Incentive Compensation;
2. payment of the Incentive Compensation that would be payable in respect of the fiscal year in which Employee's date of termination occurs (based on the criteria applicable for that fiscal year) without any pro-ration;
3. continuing participation for a period of one (1) year from the date of termination of Employee's employment at Employer expense in the Additional Benefits in which Employee was enrolled at the time of such termination, provided, however, that such continued participation shall in all cases be subject to the applicable plan's terms and conditions governing participation by non-employees after their termination of employment; and
4. all of Employee's outstanding equity awards will vest in full on the date of termination (with any performance-based awards to vest based on the target level of performance), provided that this clause (4) shall not supersede any equity acceleration provided under an applicable award agreement that is more favorable to Employee.

In consideration of the receipt of the Change in Control Benefits (which are all the benefits described in this Section 5(f)(i) other than the Accrued Obligations), and as a precondition to their receipt, Employee must timely satisfy the Release requirements specified in Section 5(j). The cash Change in Control Benefits shall be paid to Employee as described in Section 5(j), provided that the Incentive Compensation payment contemplated by 5(f)(i)(B)(2) above shall be made after the end of the fiscal year of termination of Employee's employment but no later than March 15th following such fiscal year.

- ii. Notwithstanding anything contained in this Agreement to the contrary, if following a change in ownership or effective control or in the ownership of a substantial portion of assets (in each case, within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”)), the tax imposed by Section 4999 of the Code or any similar or successor tax (the “Excise Tax”) applies to any payments, benefits and/or amounts received by Employee pursuant to this Agreement or otherwise, including, without limitation, any acceleration of the vesting of outstanding equity awards (collectively, the “Total Payments”), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the Excise Tax; provided that such reduction to the Total Payments shall be made only if the total after-tax benefit to Employee is greater after giving effect to such reduction than if no such reduction had been made. If such a reduction is required, Employer shall reduce or eliminate the Total Payments by first reducing or eliminating any cash payments under this Agreement, then by reducing or eliminating any accelerated vesting of equity awards subject to performance vesting conditions, then by reducing or eliminating any accelerated vesting of other equity awards, then by reducing or eliminating any other remaining Total Payments, in each case in reverse order beginning with the payments which are to be paid the farthest in time from the date of the transaction triggering the Excise Tax and in all cases in a manner consistent with the requirements of Code Section 409A and intended to provide Employee with the greatest economic benefit possible. The provisions of this Section 5(f)(ii) shall take precedence over the provisions of any other plan, arrangement or agreement governing Employee’s rights and entitlements to any benefits or compensation. Any determination under this Section 5(f)(ii) shall be made in writing in good faith by an independent accounting firm or consultants of nationally recognized standing (the “Independent Advisors”) selected by the Company and acceptable to Employee, which shall provide detailed supporting calculations to Employer and Employee as requested by Employer or Employee. The Independent Advisors’ determinations shall be final and binding on Employer and Employee. Employer shall bear all costs the Independent Advisor may reasonably incur in connection with its services.

- g. Severance Calculation For calculating the severance payments in this Section 5, Base Salary and Incentive Compensation shall be determined as of the date of Employee’s termination and without regard to any reduction in such amounts giving rise to Employee’s resignation for Good Reason.

- h. Special Required Delay in Payments under Internal Revenue Code Section 409A. Notwithstanding any provision in this Agreement to the contrary, if Employee is a “specified employee” as defined under Code Section 409A as of the date of his separation from service, then to the extent necessary to comply with Code Section 409A and avoid the imposition of taxes under Code Section 409A, Employer shall defer payment of “nonqualified deferred compensation” subject to Code Section 409A payable as a result of and within six (6) months following such separation from service until the earlier of (i) ten (10) business days after Employer receives notification of Employee’s death or (ii) the first business day of the seventh month following Employee’s separation from service. Any such delayed payments shall be made without interest.

- i. Good Reason Procedural Conditions. In order for Employee to resign his employment for Good Reason and be eligible for the applicable severance benefits under this Agreement, Employee must notify Employer in writing within ninety (90) days following the initial existence of the Good Reason condition and Employer shall be then be given thirty (30) days from its receipt of such notice during which Employer may remedy or cure such condition (“Remedy Period”). If Employer does not cure or remedy such Good Reason condition(s) during the Remedy Period, then Employee must resign his employment within thirty (30) days after the end of the Remedy Period and must also timely comply with the Release requirements of Section 5(j) in order to receive the applicable severance benefits.

- j. Release of Claims Requirements. In consideration of the receipt of any severance benefits under this Agreement, and as a precondition to their receipt, Employee must execute and not revoke and deliver to the Company a release of all known and unknown claims substantially in the form attached hereto as Exhibit A (the "Release"). Employee shall be granted a twenty-one (21) day period (or such other time period required by applicable law but not to exceed forty-five (45) days) commencing within ten (10) days after termination of Employee's employment in which to review and study the Release and consult with an attorney prior to deciding whether to execute the Release. Employee's failure to timely execute and deliver such Release within the prescribed time period (or Employee's revocation of the Release) shall be deemed to be a waiver of Employee's ability to receive any of the applicable severance benefits. If the Release is executed and delivered and no longer subject to revocation as provided herein, then any cash severance benefits shall be paid on the 70th day following the termination of Employee's employment (other than the Pro-Rated Incentive Compensation or Incentive Compensation becoming payable pursuant to Section 5(d) or 5(f), which shall be paid as specified in Section 5(a), (d) or (f), as applicable), except to the extent that such payments are further delayed pursuant to the application of Section 5(h). If Employee's employment terminates within six (6) months prior to the date of the Change in Control under circumstances entitling Employee to the Change in Control Benefits and the Change in Control does not occur until after the 70th day following the termination of Employee's employment, Employee shall initially be paid the cash Severance Benefits specified in Sections 5(d)(i)(B) and (C) on such 70th day, and shall be paid any additional amounts becoming payable pursuant to Sections 5(f)(i)(B)(1)(B) and (C) within ten (10) days following the date of the Change in Control.
6. Business Expenses. During the term of this Agreement, to the extent that such expenditures satisfy the criteria under the Code for deductibility by Employer (whether or not fully deductible by Employer) for federal income tax purposes as ordinary and necessary business expenses, Employer shall reimburse Employee promptly for usual and customary business expenditures incurred in pursuit and in furtherance of Employer's business which are documented in accordance with procedures established from time to time by Employer. In addition, Employer shall pay or reimburse Employee for the reasonable attorneys' fees incurred by Employee in connection with the negotiation of this Agreement in an amount not to exceed \$20,000. Such payment or reimbursement shall be paid or made within ten (10) days following submission of documentation evidencing such fees in accordance with the Company's expense reimbursement policy.
7. Miscellaneous
- a. Succession; Survival. This Agreement is personal to Employee and is not, without the prior written consent of Employer, assignable by Employee. This Agreement shall inure to the benefit of the parties hereto and their respective executors, administrators, personal representatives, successors and assigns. As used herein, with respect to Employer, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires the stock of Employer or to which Employer assigns this Agreement by operation of law or otherwise.
- b. Notices. Any notice or other communication provided for in this Agreement shall be in writing and shall be deemed sent if sent as follows:
- | | |
|-----------------|---|
| If to Employer: | Clean Energy Fuels Corp.
4675 MacArthur Court, Suite 800
Newport Beach, California 92660
Facsimile: (949) 724-1459
Attention: Chairman of the Board |
| If to Employee: | Barclay F. Corbus
4675 MacArthur Court, Suite 800
Newport Beach, California 92660
Facsimile: (949) 724-1459 |
- or at such other address as a party may from time to time in writing designate. Each such notice or other communication shall be effective (i) if given by telecommunication, when transmitted to the applicable number so specified in this Section 7(b) and an appropriate answerback or confirmation of delivery is received, (ii) upon receipt, if given by U.S. certified mail, return receipt requested, addressed as aforesaid, or (iii) one (1) day after being deposited with a reputable overnight courier, addressed as aforesaid.

- c. Entire Agreement: Amendments. This Agreement contains the entire agreement of the Employer and Employee relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by Employee and, on behalf of Employer, by an officer or Board Member expressly so authorized by the Board. Employer represents this Agreement has been approved by the Board or the Compensation Committee of the Board.
- d. Waiver. No failure on the part of Employer or Employee to exercise or to delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.
- e. Attorneys' Fees in Action on Contract. If any litigation shall occur between Employee and Employer which arises out of or as a result of this Agreement, or which seeks an interpretation of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys' fees and costs.
- f. Confidentiality Proprietary Information. Employee agrees to not make use of or otherwise disclose, directly or indirectly, any trade secret or other confidential or proprietary information concerning the business (including, but not limited to, its products, employees, services, practices or policies) of Employer or any of its affiliates of which Employee may learn or be aware, except to the extent such use or disclosure is (1) necessary to the performance of this Agreement and reasonably determined by Employee to be in furtherance of Employer's interests or (2) required by applicable law.
- g. The provisions of this Section 7(f) shall survive the termination, for any reason, of this Agreement.
- h. Trade Secrets. Employee, prior to and during the term of employment has had and will have access to and become acquainted with various trade secrets, consisting of software, plans, formulas, patterns, devices, secret inventions, processes, customer lists, contracts, and compilations of information, records and specifications, which are owned by Employer or by its affiliates and are regularly used in the operation of their respective businesses and which may give Employer an opportunity to obtain an advantage over competitors who do not know or use such trade secrets. Employee agrees and acknowledges that Employee has been granted access to these valuable trade secrets only by virtue of the confidential relationship created by Employee's employment and Employee's prior relationship to, interest in and fiduciary relationships to, Employer. Employee shall not disclose any of the aforesaid trade secrets, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of Employee's employment by Employer hereunder and as Employee may reasonably believe to be for Employer's benefit. All records, files, documents, drawings, specifications, software, equipment, and similar items relating to the business of Employer or its affiliates, including, without limitation, all records relating to customers (the "Documents"), whether prepared by Employee or otherwise coming into Employee's possession, shall remain the exclusive property of Employer or such affiliates and shall not be removed from the premises of Employer or its affiliates under any circumstances whatsoever unless the Documents are being removed by Employee in context of performing the services required herein. Upon termination of Employee's employment, Employee agrees to deliver promptly to Employer all Documents in Employee's possession or under the control of Employee. The provisions of this Section 7(g) shall survive the termination, for any reason, of this Agreement. Notwithstanding any provisions in this agreement or Company policy applicable to the unauthorized use or disclosure of trade secrets, Employee is hereby notified that, under the Defend Trade Secrets Act as contained in 18 U.S.C. § 1833, Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for reporting or investigating a suspected violation of law. Employee also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except under court order provided the Employee's actions are consistent with 18 U.S.C. § 1833.

i. Trade Secret and Confidential Information Protection.

Employee agrees that following the termination of Employee's employment for any reason, Employee will not use, disclose, or rely upon any trade secrets, as defined by applicable law, or any other legally protectable confidential or proprietary information of Employer or its affiliates to:

(i) solicit, recruit, induce, or encourage any employee, officer, director, consultant, or independent contractor of Employer or its affiliates to terminate, modify, or diminish such person's employment or other business relationship with Employer or its affiliates;

(ii) solicit, divert, take away, or interfere with any customer, client, supplier, vendor, referral source, payor, or other business relationship of Employer or its affiliates; or

(iii) solicit, divert, induce, or encourage any independent contractor, consultant, supplier, vendor, or other business relation of Employer or its affiliates to terminate, modify, or enter into the same or a similar business relationship with any other person or entity.

For the avoidance of doubt, this Section does not prohibit Employee from engaging in lawful competition following the termination of Employee's employment, including soliciting or accepting business or communicating with employees, customers, contractors, suppliers, or other business relations of Employer or its affiliates, so long as Employee does not use, disclose, or rely upon Employer's or its affiliates' trade secrets or other legally protectable confidential or proprietary information in doing so. Nothing in this Section is intended to restrain Employee from engaging in a lawful profession, trade, or business to the fullest extent permitted by California law.

Nothing in this Section prohibits Employee from making any disclosure protected by law, including under California law, the Defend Trade Secrets Act, or any applicable whistleblower law or regulation. The provisions of this Section shall survive the termination, for any reason, of this Agreement.

j. Inventions and Patents. Except as may be limited by Section 2870 of the California Labor Code, all inventions, designs, improvements, patents, copyrights, and discoveries conceived by Employee during the term of this Agreement which are useful in or directly or indirectly related to the business of Employer, or to any experimental work carried on by Employer, shall be the property of Employer. Employee will promptly and fully disclose to Employer all such inventions, designs, improvements and discoveries (whether developed individually or with other persons) and shall take all steps necessary and reasonably required to assure Employer's ownership thereof and to assist Employer in protecting or defending Employer's proprietary rights therein. Employee acknowledges hereby receipt of written notice from Employer pursuant to Labor Code Section 2870 that this Agreement (to the extent it requires an assignment or offer to assign rights to any invention of Employee) does not apply to an invention which qualifies fully under the provisions of California Labor Code Section 2870. The provisions of this Section 7(i) shall survive the termination, for any reason, of this Agreement.

k. Place of Employment. The principal place of employment shall be within a radius of twenty-five (25) miles of 4675 MacArthur Court, Newport Beach, California, provided, however, that Employee will be expected to engage in regular travel as Employer may reasonably request or as may be required for the proper rendition of services hereunder.

- l. Severability. If this Agreement shall for any reason be or become unenforceable in any material respect by any party, this Agreement shall thereupon terminate and become unenforceable by the other party as well. In all other respects, if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect, and if any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances, to the fullest extent permitted by law.
- m. Withholding Deductions. All compensation payable hereunder, including Base Salary and other benefits, shall be subject to applicable taxes, withholdings and other required, normal or elected employee deductions.
- n. Remedies. Employee expressly agrees that Employer shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent any violation of Sections 7(f), (g), (h), or (i) of this Agreement. This Section 7(m) shall not be construed as a waiver of any other rights or remedies which Employer may have for damages or otherwise. Any action brought to enforce the provisions set forth in this Section 7(m) shall be brought in the Orange County Superior Court. Employee, by execution of this Agreement, hereby submits to the jurisdiction of the Orange County Superior Court.
- o. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Orange County, California.
 - i. Judicial Arbitration and Mediation Services. The arbitration shall be administered by Judicial Arbitration and Mediation Services (“JAMS”) in its Orange County, California office.
 - ii. Arbitrator. The arbitrator shall be a retired superior court judge of the State of California affiliated with JAMS.
 - iii. Employer shall bear all arbitration forum costs and arbitrator compensation to the extent required by applicable law, including all costs unique to arbitration. Employee shall not be required to pay any greater amount than Employee would be required to pay to commence or maintain a civil action in a court of competent jurisdiction.
 - iv. Provisional Remedies and Appeals. Each of the parties reserves the right to file with the Orange County Superior Court an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.
 - v. Enforcement of Judgment. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be binding, final, and nonappealable.
 - vi. Discovery. The parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure Section 1283.05. All discovery disputes shall be resolved by the arbitrator.
 - vii. Consolidation. Any arbitration hereunder may be consolidated by JAMS with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator. Any disputes over which arbitrator shall hear any consolidated matter shall be resolved by JAMS.

- viii. Power and Authority of Arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement or is not available in a court of law.
- ix. Governing Law. All questions in respect of procedure to be followed in conducting the arbitration as well as the enforceability of this Agreement to arbitrate which may be resolved by state law shall be resolved according to the laws of the State of California. Any action brought to enforce the provisions of this Section shall be brought in the Orange County Superior Court. All other questions in respect to this Agreement, including but not limited to the interpretation, enforcement of this Agreement (other than the right to arbitrate), and the rights, duties and liabilities of the parties to this Agreement shall be governed by California law.
- p. Waiver of Jury Trial. In the event that any dispute shall arise between Employee and Employer, and notwithstanding the provisions of Section 7(n), litigation ensues, WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL AND AGREE THAT ANY SUCH LITIGATION SHALL BE TRIED BY A JUDGE WITHOUT A JURY.
- q. Representation By Counsel; Interpretation. Employer and Employee each acknowledge that each party to this Agreement has had the opportunity to be represented by counsel in connection with this Agreement. Accordingly, any rule of law, including, but not limited to, Section 1654 of the California Civil Code, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it, has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.
- r. Code Section 409A
- i. General. It is the intent of Employer and Employee that the payments and benefits under this Agreement shall comply with or be exempt from Code Section 409A, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance with or exempt from Code Section 409A. In no event whatsoever shall Employer be liable for any additional tax, interest or penalty that may be imposed on Employee pursuant to Code Section 409A or for any damages for failing to comply with Code Section 409A. All references to Code Section 409A shall be interpreted to include Code Section 409A and all regulations and guidance promulgated thereunder. Each payment made under this Agreement (including each separate installment payment in the case of a series of installment payments) shall be deemed to be a separate payment for purposes of Section 409A.
- ii. Reimbursements and In-Kind Benefits. To the extent any reimbursements or in-kind benefits under this Agreement are subject to Code Section 409A, (A) all such expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Employee; (B) any right to such reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit; and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.
- iii. Offsets. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that is subject to Code Section 409A be subject to offset, counterclaim, or recoupment by any other amount unless otherwise permitted by Code Section 409A.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Restatement Date.

“EMPLOYER”

CLEAN ENERGY FUELS CORP., a
Delaware corporation

By: /s/ Stephen Scully

Name: Stephen Scully

Title: Chairman of the Board

“EMPLOYEE”

/s/ Barclay F. Corbus

Barclay F. Corbus

EXHIBIT A

RELEASE

THIS RELEASE (the "Release") is being executed and delivered by **Barclay F. Corbus** ("Employee") on _____, pursuant to that certain Amended and Restated Executive Employment Agreement, dated as of April 22, 2026, by and between Clean Energy Fuels Corp., a Delaware Corporation ("Employer", and Employee (the "Employment Agreement").

Employee, intending to be legally bound and for good and valuable consideration, including that received pursuant to Section 5 of the Employment Agreement, and conditioned upon and subject to the receipt of such consideration, hereby agrees as follows:

Employee hereby irrevocably and unconditionally releases, acquits and forever discharges Employer, and any of its subsidiaries, parents, affiliates, managing agents, employees, professional employer organizations (PEO), staffing agencies, servants, consultants, agents, directors, officers, independent contractors, representatives, insurance carriers and attorneys (and the servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, parents affiliates, PEO's, or staffing agencies), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Employer's right to hire, to refuse to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Constitution; (15) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (16) the California Business and Professions Code; (17) the California Government Code; (18) the California Family Rights Act; (19) the California Pregnancy Discrimination Act; (20) the California Wage Orders; (21) the Families First Coronavirus Response Act; and/or (22) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like), which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, at the time of Employee's execution of the Release.

Employee hereby releases Employee's individual PAGA claims and hereby waives Employee's right to pursue non-individual representative PAGA claims including Employee's right to represent the State in claiming civil penalties for Labor Code violations that Employee claims Employee experienced or that any other employee claims to have experienced. Employee recognizes that this Agreement waives Employee's right to serve as a representative of the State in bringing a claim on behalf of the State, and that it precludes Employee from bringing any claim for civil penalties on behalf of the State arising out of or related to Employee's application for employment, employment, or separation of employment with the Company.

Without limiting the generality of the foregoing, Employee agrees to fully release and discharge each and all of the Released Parties from any and all claims, demands, rights, and causes of action that have been or could be alleged against any of said Released Parties (a) in connection with Employee's employment, the Employment Agreement any prior employment agreement, or the termination of such employment (b) in connection with any and all matters pertaining to Employee's employment by any of the Released Parties, including, but not limited to, any and all compensation, salaries, wages, bonuses, commissions, overtime, monies, pay, allowances, benefits, sick pay, severance pay, paid leave benefits, penalties, interest, damages, and promises on any and all of the above and (c) under or in connection with the state and federal age discrimination laws.

Waiver of Section 1542. Employee understands and acknowledges that Employee is waiving rights under Section 1542 of the California Civil Code, which provides:

Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code and any similar federal, state, or local law, rule, or doctrine with respect to the claims released by this Release. Employee acknowledges that Employee may later discover facts different from or in addition to those now known or believed to be true, but nevertheless agrees that this Release shall remain effective in all respects and shall extend to all claims released by this Release, whether known or unknown, suspected or unsuspected.

Employee acknowledges that this Release constitutes written notice from Employer that Employee should consult with an attorney before signing this Agreement, and Employee acknowledges that Employee has fully discussed all aspects of this Release with Employee's attorney to the extent Employee desires to do so. Employee agrees that Employee has carefully read and fully understands all of the provisions of this Release and that Employee is voluntarily entering into this Agreement.

Employee agrees that, as part of this Release, Employee has been provided with consideration in addition to anything of value to which Employee is already entitled. Employee is advised that, prior to waiving claims Employee may have under the Age Discrimination in Employment Act, Employee may take up to twenty-one (21) calendar days to consider this Release before signing, and, if accepted, Employee may revoke this Release within seven (7) calendar days after Employee signs this Release. Employee agrees that if Employee wishes to revoke this Release, Employee will notify Employer in writing, addressed to [Name], [Address], delivered on or before the expiration of the revocation period.

In the event this Release is signed prior to the expiration of 21 calendar days, Employee acknowledges that Employee voluntarily and knowingly agrees to waive Employee's entitlement to take 21 days to consider this Release for the purpose of expediting the consideration described in section 5 of the Employment Agreement.

Nothing in this Release obligates Employer or any Released Party to offer Employee future employment. Employee acknowledges that any future application for employment, if any, will be considered in accordance with Employer's then-current business needs, policies, and applicable law.

Employee understands and acknowledges that, the aforementioned consideration is not to be construed as an admission on the part of Employer or any of the Released Parties of any liability whatsoever and that the Employer and each Released Party denies that it has engaged in any wrongdoing or has any liability whatsoever.

Except as described below, Employee agrees and covenants not to file any suit, charge, representative action, class action or complaint against Releasees in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Employee's employment with Employer or separation therefrom. Employee further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission, or other forum relating directly or indirectly to Employee's employment by the Company. Nothing in this Release shall be construed to prohibit Employee from filing a charge or assisting others in filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the NLRB, the SEC, other U.S. government agencies, or a comparable state or local agency. Notwithstanding the foregoing and except as described below, Employee agrees to waive Employee's right to recover monetary damages in any charge, complaint, or lawsuit filed by Employee or by anyone else on Employee's behalf. Nothing in this Release limits Employee's right to receive a whistleblower award or bounty from the Securities and Exchange Commission or any other government agency for information provided to that agency.

If either party materially breaches this Release, the non-breaching party may pursue any remedies available at law or in equity, subject to any applicable dispute-resolution provisions. Nothing in this paragraph authorizes recovery of attorneys' fees or costs except as otherwise provided by statute, contract, or other applicable law.

No Restriction on Lawful Disclosures. Nothing in this Release prohibits Employee from disclosing information as permitted or required by law, including information about unlawful acts in the workplace. Nothing in this Release prohibits Employee from disclosing Employer's trade secrets, proprietary information, or confidential information only to the extent such disclosure is protected or required by applicable law. Except as so permitted or required, Employee agrees not to use or disclose Employer's trade secrets or other legally protectable confidential business information. This paragraph does not restrict disclosure of factual information where a restriction would be void or unenforceable under applicable California law.

Employee acknowledges that Employee is relying solely upon the contents of this Release and is not relying on any other representations whatsoever of Employer or any other Released Party as an inducement to enter into this agreement and Release.

Both Employee and Employer agree not to disparage the other party, the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation, or personal reputation; provided that both Employee and Employer will respond accurately and fully to any question, inquiry, or request for information when required by legal process. Nothing in this agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

This Release shall be deemed to have been executed and delivered within the State of California, and shall be construed and enforced in accordance with, and governed by, the internal laws of the State of California. The exclusive venue for any dispute under this Release is the California Superior Court for the County of Orange. This Release is the entire Release with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written releases and discussions. The captions in this Release are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Release. This Release and the provisions contained herein shall not be construed or interpreted for or against any person or beneficiary hereof because that person drafted or caused that person's legal representative to draft any of its provisions. This Release is binding upon the undersigned's representatives, successors in interest and assigns. The provisions of this Release are severable. Should any provision (or portion thereof) for any reason be held to be unenforceable, the remaining provisions (or portion thereof) shall nonetheless be in full force and effect. This Release and the provisions hereof cannot be altered or modified by a fully or partially executed oral modification, and further cannot be altered, modified or otherwise changed in any respect except by a subsequent writing duly executed by all parties hereto or by their authorized representatives. This Release may be executed in counterparts each of which is equally admissible in evidence, and each executed counterpart shall fully bind each party who has executed it. A fax copy of this Release may be deemed as an original.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT, KNOWINGLY AND VOLUNTARILY, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, Employee has duly executed and delivered this Release as of the date first above written.

"EMPLOYEE"

Barclay F. Corbus

Transition, Consulting and Release Agreement

Company: Clean Energy Fuels Corp., a Delaware corporation

Consultant: Andrew J. Littlefair

Employment Separation Date: April 22, 2026

Consulting Commencement Date: April 22, 2026

Consulting Term: Three (3) years beginning on the Consulting Commencement Date

This Transition, Consulting and Release Agreement (this “Agreement”) is entered into as of April 22, 2026 (the “Effective Date”), by and between Clean Energy Fuels Corp., a Delaware corporation (the “Company”), and Andrew J. Littlefair (“Consultant”). This draft is designed as a California-oriented combined transition, consulting, board-service acknowledgment, and release agreement.

1. **Parties and Recitals**

- 1.1. Consultant currently serves as the Company’s President and Chief Executive Officer pursuant to that certain Amended and Restated Employment Agreement dated December 31, 2015 (the “Prior Employment Agreement”). The parties desire to transition Consultant from employee status to a non-employee strategic advisory and government-relations role, with Consultant also expected to continue to serve as a member of the Company’s Board of Directors following the Effective Date, subject to re-election by the Company’s stockholders at the upcoming annual stockholders meeting.
- 1.2. The parties further desire to resolve, effective as of the Separation Date, all matters relating to Consultant’s employment separation. The Company’s independent Compensation Committee has reviewed and approved the terms of this Agreement and the related compensation arrangements described herein, and the Board has approved this Agreement and Consultant’s transition to the advisory role contemplated by this Agreement. The parties acknowledge that the consulting relationship described in this Agreement is intended to be an independent contractor relationship and not continued employment. The parties also acknowledge that Consultant will not be entitled to any “Severance Benefits” as that term is defined in the Prior Employment Agreement.

2. **Definitions** - For purposes of this Agreement:

- 2.1. “Board” means the Company’s Board of Directors.
- 2.2. “Cause” means Consultant’s: (a) material act of fraud, embezzlement, or dishonesty against the Company; (b) conviction of, or plea of guilty or nolo contendere to, a felony or a crime involving moral turpitude; (c) willful refusal, after a written notice that specifically identifies this provision and fifteen (15) days to cure if curable, to perform material Consulting Services required by Exhibit A; or, (d) material breach of Section 7, Section 8, Section 9.1 or 9.2 of this Agreement.

- 2.3. "Consulting Commencement Date" means the day immediately following the Separation Date, unless the parties specify a later date in writing.
- 2.4. "Consulting Term" means the period beginning on the Consulting Commencement Date and continuing for three years. For the avoidance of doubt, the Consulting Term shall end after three years. Nonrenewal of the Consulting Agreement will not trigger any severance-like payments or benefits. The Company's obligation to make any payments of any kind to Consultant will cease at the end of the Consulting Term.
- 2.5. "Release Effective Date" means the eighth (8th) day after Consultant signs the Supplemental Mutual Release attached as Exhibit B, provided Consultant does not revoke it.
- 2.6. "Separation Date" means April 22, 2026, which will be Consultant's last day of employment with the Company and all subsidiaries and affiliates.

3. **Separation From Employment – No Severance Benefits Owed**

- 3.1. Consultant's employment with the Company will end on the Separation Date. Effective as of the Separation Date, Consultant will resign from all officer and employee positions with the Company and its affiliates, and will execute customary resignation documents reasonably requested by the Company to reflect that transition.
- 3.2. Except as expressly preserved by this Agreement, the Prior Employment Agreement will terminate as of the Separation Date and have no further force or effect.
- 3.3. Nothing in this Agreement is intended to waive wages or vested benefits that are required to be paid as of the Separation Date under California law. For the avoidance of doubt, Consultant is not entitled to any "Severance Benefits" as that term is defined in the Prior Employment Agreement.

4. **Separation Consideration and Transition**

- 4.1. Accrued compensation. Irrespective of whether Consultant signs the Supplemental Mutual Release, on or before the Separation Date or within the time required by applicable law, the Company will pay Consultant all accrued but unpaid salary through the Separation Date, all unreimbursed business expenses properly incurred before the Separation Date, and the cash-out value of accrued and unused vacation/PTO required to be paid under California law.

- 4.2. Bonus and COBRA Payments. Subject to Consultant's timely execution, delivery, and non-revocation of this Agreement and the Supplemental Mutual Release attached as Exhibit B, the Company will provide the following transition consideration:
- 4.1.1 2026 annual bonus. Consultant shall receive a bonus for 2026 in an amount equivalent to what Consultant would have received as an annual performance bonus (based on the criteria applicable for 2026 without any pro-ration) had Consultant remained as the Chief Executive Officer through the end of 2026 in accordance with certain financial and operational objectives determined in the sole discretion of the Compensation Committee of the Board. Under no circumstances will Consultant's 2026 bonus be more than one hundred and fifty percent (150%) of Consultant's base salary in 2025. Consultant's 2026 Bonus shall be paid no later than March 15, 2027.
- 4.1.2 Benefits transition. In lieu of continued employee-plan participation after the Separation Date, the Company will provide Consultant a taxable monthly transition-benefits stipend equal to \$5,000 per month during the first eighteen (18) months of the Consulting Term (for an aggregate of ninety-thousand dollars (\$90,000)); provided, however, that the parties may instead implement the first eighteen (18) months of this obligation through COBRA premium reimbursement to the extent administratively feasible. In addition, the Company will continue to pay Consultant's annual life insurance premiums for five years in the amount of forty-three thousand, four hundred and eighty-five dollars (\$43,485.00) per year for a maximum of two-hundred and seventeen thousand, four hundred and twenty-five dollars (\$217,425.00).
- 4.3. Board compensation. Consultant will be eligible for compensation under the Company's then-current non-employee director compensation program for so long as Consultant is serving as a director on the Board.
- 4.4. Existing and new equity. As of the Separation Date, Consultant holds both vested and unvested equity awards with respect to the Company's common stock that were granted to Consultant as part of Consultant's consideration for his employment as the Company's President and Chief Executive Officer (the "Outstanding Equity Awards"). Pursuant to the terms of the Outstanding Equity Awards, the Outstanding Equity Awards will remain outstanding and eligible to vest and remain exercisable during the entirety of Consultant's continued service as either a consultant to the Company or a member of the Board (i.e., there will be no forfeiture of any Outstanding Equity Awards on the Separation Date or otherwise as a result of Consultant's transition from a full-time executive to a non-employee service provider). On or prior to the Separation Date, Consultant will receive a new grant of restricted stock units under the Company's Amended and Restated 2024 Performance Incentive Plan in consideration of Consultant's provision of services as a consultant (the "Consulting Equity Award"). The Consulting Equity Award will have a grant date value equal to \$1,000,000 and will vest in three substantially equal annual installments on each of the first three anniversaries of the Separation Date, subject to Consultant's continued provision of services on each vesting date (and with full accelerated vesting should Consultant die prior to the expiration of the Consulting Term). The Consulting Equity Award will be granted pursuant to the Company's form restricted stock unit award agreement used under the Amended and Restated 2024 Performance Incentive Plan and will be subject to all of the terms of such award agreement.

5. **Consulting Appointment and Independent Contractor Status**

- 5.1. Beginning on the Consulting Commencement Date, and provided this Agreement has become effective, the Company retains Consultant, and Consultant accepts such retention, as an independent contractor consultant to provide the Consulting Services described in Exhibit A. Consultant shall report directly to the Board. The parties intend to create an independent contractor relationship, with Consultant controlling the manner, means, sequence, timing, and location of performance of the Consulting Services, subject only to the service standards, deliverables, deadlines, confidentiality obligations, securities-law restrictions, and conflict limitations expressly set forth in this Agreement.
- 5.2. Consultant is not required to devote full time to the Consulting Services and may engage in other business activities so long as they do not create a material conflict of interest, violate this Agreement, or materially interfere with timely performance. Consultant will not be eligible for employee benefit plans after the Separation Date except as expressly described in this Agreement, and will not be entitled to workers' compensation coverage, unemployment insurance, paid sick leave, vacation accrual, or other employee-status benefits arising after the Separation Date.
- 5.3. Consultant will have no authority to bind the Company to any contract, transaction, or other legal obligation, or to direct the day-to-day activities of Company employees, except to the extent expressly authorized in a separate writing by the Company.
- 5.4. Except to the extent the Company elects to provide administrative support under this Agreement, Consultant will provide Consultant's own tools, equipment, assistants, and work location. Consultant will be responsible for all taxes arising from payments made for Consulting Services, including estimated taxes and any self-employment taxes, and the Company may issue IRS Form 1099 for Consulting Services.

6. **Consulting Compensation**

- 6.1. Base Consulting Retainer. During the Consulting Term, the Company will pay Consultant a base consulting retainer at the rate of \$750,000 per twelve (12)-month period, payable in substantially equal monthly installments of \$62,500, in arrears, beginning on the last business day of the first full month following the Consulting Commencement Date.
- 6.2. Expenses. The Company will reimburse Consultant for reasonable and documented out-of-pocket business expenses actually incurred in connection with the Consulting Services, consistent with reimbursement procedures and guidelines established by the Company's Compensation Committee. More specifically, after receiving input from Consultant, the Compensation Committee will provide an annual expense budget for Consultant's services. Consultant shall submit all expense reimbursement requests directly to the Compensation Committee.

6.3 Board Service.

- 6.3.1 Board service, if any, is separate from the Consulting Services. Nothing in this Agreement guarantees election or continued service as a director, which remain subject to the Company's governing documents, stockholder rights, Board determinations, and applicable law.
- 6.3.2 Compensation for Board service will be governed exclusively by the Company's non-employee director compensation arrangements (the "Directors' Compensation Policy") and the applicable equity award agreements, not by the consulting provisions of this Agreement.

7. Confidentiality, Company Property, Cooperation

- 7.1. Consultant will continue to protect the Company's trade secrets, confidential information, and proprietary information and will not use or disclose such information except as necessary to perform the Consulting Services or Board duties, as otherwise authorized in writing by the Company, or as required by law. Nothing in this Agreement prohibits Consultant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct Consultant has reason to believe is unlawful, or from communicating with any government agency as protected by law.
- 7.2. Upon or promptly after the Separation Date, Consultant will return all Company property in Consultant's possession or control, except for materials reasonably needed to perform the Consulting Services or Board duties and expressly approved by the Company. During the Consulting Term and for a reasonable period thereafter, Consultant will provide reasonable cooperation with respect to transition matters, litigation, regulatory matters, and investor, commercial, or government-relations matters relating to periods during which Consultant served as an employee, officer, or consultant, provided the Company reimburses reasonable out-of-pocket expenses and, after the Consulting Term, compensates Consultant at a mutually agreed hourly rate for material time commitments.

8. Intellectual Property

To the maximum extent permitted by California Labor Code section 2870 and other applicable law, any reports, memoranda, presentations, analyses, strategies, talking points, work product, inventions, discoveries, or other materials conceived, created, or developed by Consultant in the course of performing the Consulting Services for the Company and using Company confidential information or relating directly to the Company's business ("Work Product") will be owned by the Company. Consultant assigns to the Company all right, title, and interest in such Work Product and will reasonably cooperate in documenting or perfecting that ownership. This Section does not apply to any invention or development that qualifies under California Labor Code section 2870.

9. **Compliance and Conflicts**

- 9.1 Consultant will perform the Consulting Services in compliance with applicable law, including securities laws, lobbying laws, gift rules, and government ethics restrictions. Consultant will not register as a lobbyist or engage in lobbying activity on the Company's behalf unless the Company specifically authorizes such activity in writing and the parties agree on an appropriate compliance protocol.
- 9.2 Consultant will promptly disclose any actual conflict of interest or material potential conflict of interest relating to the Consulting Services or Board service. Consultant may serve other entities, including for-profit entities, so long as doing so does not materially conflict with Consultant's obligations to the Company.
- 9.3 The parties agree that this Agreement does not contain, and will not be interpreted to create, any post-service noncompetition covenant, customer nonsolicitation covenant, or employee nonsolicitation covenant to the extent prohibited by California law. Nothing in this Agreement limits the Company's rights to protect trade secrets, confidential information, or other rights otherwise permitted by law.

10. **Term and Termination**

The Consulting Term will continue for a total of three years unless earlier terminated earlier as provided below:

- 10.1 **Termination for Cause:** The Company may terminate the Consulting Term immediately for Cause upon written notice. If the Company terminates for Cause, Consultant will be entitled only to: (a) unpaid consulting fees and reimbursable expenses earned through the date of termination; (b) any vested Board compensation payable under the Directors' Compensation Policy and (c) any vested benefits pursuant to the applicable agreements governing any outstanding equity awards (collectively, the "Accrued Rights").
- 10.2 **Consultant Resignation:** Consultant may resign the consulting engagement upon thirty (30) days' written notice. If Consultant resigns for any reason, Consultant will be entitled only to the Accrued Rights.
- 10.3 **Death:** The Consulting Term will terminate automatically upon Consultant's death. Upon termination due to Consultant's death, the Company will pay or provide the Accrued Rights, and continue payment of the base consulting retainer for the remainder of the term that would have applied absent the early termination due to the Consultant's death.

11. **Release of Employment-Related Claims**

Consultant's release is set forth in Exhibit B. Subject to the carve-outs in Exhibit B, Consultant will release claims arising from or relating to Consultant's previous employment, the separation from employment, and events occurring on or before the date Consultant signs the Release.

12. Indemnification and D&O Coverage

Nothing in this Agreement limits Consultant's rights to indemnification, advancement of expenses, or insurance coverage under the Company's certificate of incorporation, bylaws, indemnification agreements, applicable law, or directors' and officers' liability insurance policies, with respect to acts or omissions occurring during Consultant's service as an employee, officer, director, or consultant.

13. Dispute Resolution

Except for claims that cannot lawfully be required to arbitration and requests for temporary or preliminary injunctive relief relating to confidentiality, trade secrets, or intellectual property, any dispute arising out of or relating to this Agreement will be resolved by binding arbitration before JAMS in Orange County, California, before a retired California judge, under the then-current JAMS employment or comprehensive rules as appropriate to the claim. The arbitrator will have authority to award any remedy available under applicable law and this Agreement, except that the arbitrator may not rewrite the Agreement. Nothing in this section is intended to limit Consultant's ability to file an administrative charge or complaint with a governmental agency, although claims seeking personal monetary recovery that are legally arbitrable will be arbitrated to the extent permitted by law.

14. Miscellaneous

- 14.1 Notices. Notices under this Agreement will be in writing and delivered by personal delivery, reputable overnight courier, or email with confirmation of transmission, to the addresses last designated by the parties in writing.
- 14.2 Assignment. Consultant may not assign this Agreement without the Company's written consent, except to Consultant's estate for purposes of receiving amounts due after death. The Company may assign this Agreement to a successor in connection with a merger, sale of substantially all assets, or similar transaction, provided the successor assumes the Company's obligations.
- 14.3 Governing law. This Agreement will be governed by California law, without regard to conflict-of-law principles, except to the extent superseded by federal law.
- 14.4 Severability and reformation. If any provision is held unenforceable, the remainder will remain in effect to the maximum extent permitted by law. Any provision that is unlawful under California law will be construed only to the minimum extent necessary to comply with law and, if not capable of lawful construction, severed.
- 14.5 Entire agreement. This Agreement, together with the separate equity award documents, Directors' Compensation Policy, indemnification documents, and any surviving provisions expressly referenced herein, states the entire agreement regarding the subject matter covered here and supersedes prior oral or written understandings regarding that subject matter.

14.6 Counterparts; electronic signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and signatures transmitted electronically will be treated as originals.

CLEAN ENERGY FUELS CORP.

By: /s/ Stephen Scully

Name: Stephen Scully

Title: Chairman of the Board

Date: April 22, 2026

CONSULTANT

Andrew J. Littlefair

Signature: /s/ Andrew J. Littlefair

Date: April 22, 2026

Exhibit A – Consulting Services and Performance Objectives

The Consulting Services are intended to be strategic, senior-level advisory services and not day-to-day operational management.

1. Advise the Board, Chair, Chief Executive Officer, and other senior leaders on strategic industry, regulatory, and government-relations matters involving renewable fuels, transportation decarbonization, and related public policy topics.
2. Assist with transition of key external relationships, including investors, strategic partners, trade associations, and government stakeholders.
3. Attend reasonable meetings with the Board, senior management, investors, customers, regulators, or government stakeholders, in person or remotely, as requested on reasonable advance notice.
4. Provide strategic advice regarding policy developments, legislative and regulatory initiatives, and public-affairs opportunities and risks.
5. Support continuity and transition of institutional knowledge related to major commercial, financing, regulatory, and public-Company matters.
6. Provide such other advisory services as are mutually agreed in writing from time to time, provided those services remain consistent with an independent contractor role.

Exhibit B – Supplemental Mutual Release

This Supplemental Mutual Release (this “Release”) is being executed and delivered by Andrew J. Littlefair (“Consultant”) pursuant to that certain Transition, Consulting and Release Agreement by and between Clean Energy Fuels Corp., a Delaware corporation (the “Company”), and Consultant (the “Agreement”).

Consultant and the Company (each a “Releasing Party” and together the “Releasing Parties”), intending to be legally bound and for good and valuable consideration, including the consideration described in the Agreement, and conditioned upon and subject to the receipt of such consideration, hereby agree as follows:

1. Mutual Release of Claims

- (a) Consultant’s Release. Consultant, on behalf of Consultant and Consultant’s heirs, representatives, successors, and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges the Company and any of its current and former parents, subsidiaries, affiliates, predecessors, successors, assigns, benefit plans, and each of their respective current and former officers, directors, employees, agents, insurers, attorneys, representatives, consultants, independent contractors, and all persons acting by, through, under, or in concert with any of them (collectively, the “Company Released Parties”), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which Consultant now has, owns, or holds, or claims to have, own, or hold, or at any time previously had, owned, or held, or claimed to have, own, or hold, against any of the Released Parties, arising out of or relating to facts, events, acts, omissions, or circumstances occurring on or before the date Consultant signs this Release, including, without limitation, any and all claims arising out of or relating to Consultant’s recruitment, hire, employment, compensation, benefits, equity, service as an officer, employee, director, or consultant, separation from employment, transition to consulting or Board service, or any other relationship with the Company or any Company Released Party.
- (b) Company’s Release. The Company, on behalf of itself and its subsidiaries hereby irrevocably and unconditionally releases, acquits, and forever discharges Consultant from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which Company now has, owns, or holds, or claims to have, own, or hold, or at any time previously had, owned, or held, or claimed to have, own, or hold, against Consultant. For purposes of this Release, “Released Parties” means both the Company Released Parties and the Consultant as applicable.

2. Included Claims

Without limiting the generality of the foregoing, Consultant's release includes, without limitation, claims arising under or relating to: Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. section 1981; the Rehabilitation Act of 1973; the Fair Labor Standards Act, including the Equal Pay Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Family and Medical Leave Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (other than claims for vested benefits under applicable plans); the National Labor Relations Act; the Genetic Information Nondiscrimination Act; the United States Constitution; the California Constitution; the California Labor Code, including the California Private Attorneys General Act of 2004 ("PAGA"), to the extent legally waivable; the California Business and Professions Code; the California Government Code; the California Fair Employment and Housing Act; the California Family Rights Act; the California Equal Pay Act; the California Pregnancy Disability Leave Law; applicable California Industrial Welfare Commission Wage Orders; and any other federal, state, or local statute, regulation, ordinance, common law, or equitable theory, including any claims for wrongful termination, retaliation, discrimination, harassment, failure to accommodate, failure to engage in the interactive process, whistleblowing, defamation, invasion of privacy, negligent hiring, retention, or supervision, emotional distress, personal injury, bonus, commission, wages, vacation, severance, penalties, interest, or benefits. The Company's release includes, without limitation, any and all claims arising under any federal, state, or local statute, regulation, ordinance, common law or equitable theory.

3. PAGA Waiver

To the maximum extent permitted by law, Consultant hereby releases Consultant's individual claims for civil penalties and other relief under PAGA arising out of or relating to Consultant's application for employment, employment, compensation, or separation from employment with the Company. Consultant further waives, to the fullest extent permitted by law, Consultant's right to seek or recover individual relief, representative relief, or civil penalties on a representative basis under PAGA for claims based on facts occurring on or before the date Consultant signs this Release.

4. Excluded Claims and Protected Rights

Notwithstanding anything to the contrary in this Release, this Release does not release, waive, or affect: (a) claims for vested benefits under the terms of applicable employee benefit plans; (b) claims for indemnification, advancement, or coverage under any indemnification agreement, the Company's organizational documents, directors' and officers' liability insurance, or applicable law; (c) claims arising after the date Consultant signs this Release; (d) any claim that cannot lawfully be waived or released; (e) Consultant's right to challenge the validity of any waiver of claims under the ADEA; (f) Consultant's right to file a charge, report, or complaint with, communicate with, participate in an investigation or proceeding conducted by, or provide information to any federal, state, or local governmental or regulatory agency, including the EEOC, NLRB, SEC, or any similar agency, although Consultant waives, to the fullest extent permitted by law, any right to recover personal monetary damages or other personal relief based on claims released by this Release; (g) Consultant's right to receive a whistleblower award or bounty from the SEC or any other government agency to the extent permitted by law; (h) unemployment insurance, workers' compensation, or state disability insurance rights; or (i) wages already paid or amounts the Company is required by law to pay regardless of this Release. The Company's release does not release any claim arising from any obligation of Consultant under the Agreement.

5. No Pending Claims; Covenant Not to Sue

Except as expressly permitted by Section 4 above, each Releasing Party represents that it has not filed, and agrees not to file, any suit, charge, complaint, arbitration demand, representative action, class action, or other proceeding against any Released Party with respect to claims released by this Release. Consultant further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission, arbitration forum, or other tribunal relating directly or indirectly to Consultant's employment, service, compensation, or separation from the Company. Nothing in this Release prohibits Consultant from filing a charge or participating in an investigation or proceeding by a governmental agency as described in Section 4.

6. California Civil Code Section 1542 Waiver

Each Releasing Party understands and acknowledges that it may later discover facts different from or in addition to those it now knows or believes to be true with respect to the matters released in this Release, but each Releasing Party expressly agrees that this Release shall remain effective in all respects notwithstanding such different or additional facts. Each Releasing Party expressly waives and relinquishes all rights and benefits under California Civil Code section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each Releasing Party also waives any similar provision of federal, state, or local law, rule, or doctrine to the fullest extent permitted by law.

7. No Prohibition on Lawful Disclosures

Nothing in this Release or the Agreement prohibits Consultant from discussing or disclosing information as permitted or required by law, including information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, wage-and-hour violations, or any other conduct Consultant has reason to believe is unlawful. Nothing in this Release prohibits Consultant from disclosing trade secrets or confidential information to the extent such disclosure is protected under applicable whistleblower laws or the Defend Trade Secrets Act, including 18 U.S.C. section 1833.

8. Review Period; Revocation

Consultant acknowledges that this Release constitutes written notice by the Company advising Consultant to consult with an attorney before signing this Release. Consultant has been given, pursuant to the ADEA/Older Workers Benefit Protection Act, twenty-one (21) calendar days to consider this Release before signing it. Consultant may sign this Release earlier voluntarily. If Consultant signs this Release, Consultant may revoke this Release within seven (7) calendar days after signing it by delivering written notice of revocation to the Company so that it is received before the expiration of that seven-day period.

9. Additional Consideration

Consultant acknowledges that the consideration provided in exchange for this Release is in addition to anything of value to which Consultant is already entitled. Consultant further acknowledges that the Company's agreement to provide any benefits described in the Agreement is expressly conditioned on Consultant's execution, delivery, and non-revocation of this Release.

10. No Assignment

Each Releasing Party represents that it has not assigned or transferred, or purported to assign or transfer, any claim released by this Release.

11. No Admission

Each Releasing Party agrees that neither this Release nor the furnishing of the consideration referenced in the Agreement shall be deemed or construed as an admission by either Releasing Party or any Released Party of any liability or unlawful conduct of any kind.

12. Knowing and Voluntary

Consultant acknowledges that Consultant has carefully read this Release; fully understands its terms; understands that Consultant is giving up substantial rights, including the right to sue; has had the opportunity to consult with counsel of Consultant's choosing; is entering into this Release knowingly, voluntarily, and without coercion; and is not relying on any representation other than those expressly set forth in the Agreement and this Release.

13. Governing Law; Severability; Entire Release

This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-laws principles, except to the extent superseded by federal law. If any provision of this Release is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. This Release is the entire agreement of the parties with respect to the subject matter of this Release and may be modified only by a written agreement signed by Consultant and an authorized representative of the Company.

14. Counterparts and Electronic Signatures

This Release may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically shall be treated as originals.

CONSULTANT

Andrew J. Littlefair

Signature: _____

Date: _____

COMPANY

Clean Energy Fuels Corp.

By: _____

Name: _____

Title: _____

Date: _____

Press Release

**Clay Corbus named President and CEO of
Clean Energy Fuels Corp.**

Clean Energy's President and CEO, Clay Corbus.

Newport Beach, Calif. – April 23, 2026 – Clean Energy Fuels Corp. (NASDAQ: [CLNE](#)) today announced that its Board of Directors has appointed Clay Corbus as President and Chief Executive Officer, effective immediately. Corbus also joins Clean Energy's board as he succeeds Andrew Littlefair, Clean Energy's co-founder and CEO who has been at the helm of the company for 30 years. Littlefair will transition from his executive role to serve the company as a non-employee government relations consultant. He will continue to serve on Clean Energy's Board of Directors.

"The Board is pleased to appoint an executive of Clay's caliber to lead Clean Energy as President and CEO. His diverse experience both within and outside of Clean Energy, especially his ability to craft strategies for the future, will allow him to bring a fresh approach to the company, with a focus on growth and delivering long-term value," said Clean Energy Board of Directors Chairman, Stephen Scully. "On behalf of the board, I want to recognize Andrew's vision to start a company that has had such a positive impact on the country. He has played a big role in advancing the overall alternative fuels industry and leading Clean Energy's growth over three decades."

Corbus brings 19 years of experience at Clean Energy to the new role, having held several senior executive positions including leading the development of the company's corporate strategy, overseeing all M&A activities and capital-raising initiatives, and most recently managed Clean Energy's growing RNG production and distribution businesses. Previously, Corbus was Co-CEO of the investment bank WR Hambrecht + Co. ([Clay Corbus biography](#))

“I’m honored to step into the role of CEO and am grateful to the board for its confidence in me,” said Clay Corbus. “I especially want to thank Andrew for his leadership and for building such a strong foundation. I’m excited to tap into the strong existing leadership bench at Clean Energy to formulate a plan for the company’s future and work with the entire talented, hardworking team as we continue to grow our renewable natural gas platform, serve our fleet customers, and take the company to the next level.”

“Co-founding Clean Energy with Boone Pickens and leading it through decades of growth has been a great privilege. I’m incredibly proud of what we’ve built and I’m confident we have the right leader in Clay to advance the company during this exciting period of the heavy-duty transportation market’s transition to alternative fuels. He has my full support,” said Andrew Littlefair.

Clay Corbus Biography – President and CEO, Clean Energy

Mr. Corbus serves as Clean Energy’s President and CEO. With nearly 20 years of experience on the company’s senior leadership team, he has developed corporate strategy, executed growth opportunities, overseen all M&A activities and capital-raising initiatives, and led Clean Energy’s RNG production and distribution businesses.

Previously, he served as Co-CEO of WR Hambrecht + Co, the firm that managed Clean Energy’s 2007 IPO. Earlier in his career, he worked at Donaldson, Lufkin & Jenrette, beginning in 1989. He graduated from Dartmouth College with an AB in Government and holds an MBA in Finance from Columbia University. Mr. Corbus currently serves as a director of Bed, Bath and Beyond and is a trustee of the College of the Atlantic. He has previously served on the boards of Alaska Energy and Resources Co., Niman Ranch, WR Hambrecht + Co, and Goodwill of San Francisco.

About Clean Energy

Clean Energy Fuels Corp. is the country’s largest provider of the cleanest fuel for the transportation market. Our mission is to decarbonize transportation through the development and delivery of renewable natural gas (RNG), a sustainable fuel derived by capturing methane from organic waste. Clean Energy allows thousands of vehicles, from airport shuttles to city buses to waste and heavy-duty trucks, to reduce their amount of climate-harming greenhouse gas. We operate a vast network of fueling stations across the U.S. and Canada as well as RNG production facilities at dairy farms. Visit www.cleanenergyfuels.com and follow [@ce_renewables](#) on X and [LinkedIn](#).

Forward-Looking Statements

This news release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended, that involve risks, uncertainties and assumptions, including without limitation statements about Clean Energy's leadership transition, and plans, beliefs, and expectations related thereto. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements. The forward-looking statements made herein speak only as of the date of this press release and, unless otherwise required by law, Clean Energy undertakes no obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances. Additionally, the reports and other documents Clean Energy files with the SEC (available at www.sec.gov) contain risk factors, which may cause actual results to differ materially from the forward-looking statements contained in this news release.

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