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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

OR

□ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-33480

CLEAN ENERGY FUELS CORP.

(Exact name of registrant as specified in its charter)

Delaware	**33-0968580**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

(Address of principal executive offices, including zip code)

(949) 437-1000

(Registrant's telephone number, including area code)

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 (Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No □

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No □

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer □
Non-accelerated filer □	Smaller reporting company □
	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. □

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes □ No ☒

As of July 31, 2024, there were 223,427,400 shares of the registrant's common stock, par value $0.0001 per share, issued and outstanding.

CLEAN ENERGY FUELS CORP. AND SUBSIDIARIES

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Unless the context indicates otherwise, all references to "Clean Energy," the "Company," "we," "us," or "our" in this report refer to Clean Energy Fuels Corp. together with its consolidated subsidiaries.

This report contains forward-looking statements. See the cautionary note regarding these statements in Part I, Item 2.- Management's Discussion and Analysis of Financial Condition and Results of Operations of this report.

We own registered or unregistered trademark rights to Clean Energy™. Although we do not use the "®" or "™" symbol in each instance in which one of our trademarks appears in this report, this should not be construed as any indication that we will not assert our rights thereto to the fullest extent under applicable law. Any other service marks, trademarks and trade names appearing in this report are the property of their respective owners.

PART I.—FINANCIAL INFORMATION

Item 1.—Financial Statements (Unaudited)

Clean Energy Fuels Corp. and Subsidiaries

Condensed Consolidated Balance Sheets

(In thousands, except share and per share data; Unaudited)

	December 31, 2023	June 30, 2024
Assets		
Current assets:		
Cash, cash equivalents and current portion of restricted cash	$ 106,963	$ 125,142
Short-term investments	158,186	126,212
Accounts receivable, net of allowance of $1,475 and $1,643 as of December 31, 2023 and June 30, 2024, respectively	98,426	92,108
Other receivables	19,770	25,041
Inventory	45,335	49,406
Prepaid expenses and other current assets	41,495	32,975
Total current assets	470,175	450,884
Operating lease right-of-use assets	92,324	99,673
Land, property and equipment, net	331,758	340,278
Notes receivable and other long-term assets, net	35,735	34,501
Investments in other entities	258,773	250,257
Goodwill	64,328	64,328
Intangible assets, net	6,365	6,365
Total assets	$ 1,259,458	$ 1,246,286
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of debt	$ 38	$ 43
Current portion of finance lease obligations	1,758	1,923
Current portion of operating lease obligations	6,687	7,678
Accounts payable	56,995	33,842
Accrued liabilities	91,534	91,158
Deferred revenue	4,936	7,794
Derivative liabilities, related party	1,875	—
Total current liabilities	163,823	142,438
Long-term portion of debt	261,123	262,912
Long-term portion of finance lease obligations	1,839	1,534
Long-term portion of operating lease obligations	89,065	96,962
Other long-term liabilities	9,961	12,869
Total liabilities	525,811	516,715
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, $0.0001 par value. 1,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.0001 par value. 454,000,000 shares authorized; 223,026,966 shares and 223,332,502 shares issued and outstanding as of December 31, 2023 and June 30, 2024, respectively	22	22
Additional paid-in capital	1,658,339	1,690,762
Accumulated deficit	(929,472)	(964,208)
Accumulated other comprehensive loss	(2,119)	(3,535)
Total Clean Energy Fuels Corp. stockholders' equity	726,770	723,041
Noncontrolling interest in subsidiary	6,877	6,530
Total stockholders' equity	733,647	729,571
Total liabilities and stockholders' equity	$ 1,259,458	$ 1,246,286

See accompanying notes to condensed consolidated financial statements.

Clean Energy Fuels Corp. and Subsidiaries

Condensed Consolidated Statements of Operations

(In thousands, except share and per share data; Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2024	2023	2024
Revenue:				
Product revenue	$ 75,629	$ 82,960	$ 195,356	$ 172,374
Service revenue	14,919	14,994	27,375	29,289
Total revenue	90,548	97,954	222,731	201,663
Operating expenses:				
Cost of sales (exclusive of depreciation and amortization shown separately below):				
Product cost of sales	55,570	53,914	175,228	120,339
Service cost of sales	8,592	10,026	16,202	19,202
Selling, general and administrative	28,548	28,342	58,197	54,579
Depreciation and amortization	10,893	11,264	21,571	22,446
Total operating expenses	103,603	103,546	271,198	216,566
Operating loss	(13,055)	(5,592)	(48,467)	(14,903)
Interest expense	(4,365)	(7,921)	(8,719)	(15,683)
Interest income	2,766	3,639	5,483	7,218
Other income (expense), net	28	(40)	71	58
Loss from equity method investments	(1,915)	(5,795)	(3,805)	(11,193)
Loss before income taxes	(16,541)	(15,709)	(55,437)	(34,503)
Income tax (expense) benefit	55	(758)	119	(580)
Net loss	(16,486)	(16,467)	(55,318)	(35,083)
Loss attributable to noncontrolling interest	185	174	320	347
Net loss attributable to Clean Energy Fuels Corp.	$ (16,301)	$ (16,293)	$ (54,998)	$ (34,736)
Net loss attributable to Clean Energy Fuels Corp. per share:				
Basic and diluted	$ (0.07)	$ (0.07)	$ (0.25)	$ (0.16)
Weighted-average common shares outstanding:				
Basic and diluted	222,908,402	223,289,936	222,813,286	223,250,123

See accompanying notes to condensed consolidated financial statements.

Clean Energy Fuels Corp. and Subsidiaries

Condensed Consolidated Statements of Comprehensive Loss

(In thousands; Unaudited)

	Clean Energy Fuels Corp. Three Months Ended June 30,		Noncontrolling Interest Three Months Ended June 30,		Total Three Months Ended June 30,	
	2023	2024	2023	2024	2023	2024
Net loss	$ (16,301)	$ (16,293)	$ (185)	$ (174)	$ (16,486)	$ (16,467)
Other comprehensive income (loss), net of tax:						
Foreign currency translation adjustments, net of $0 tax in 2023 and 2024	585	(527)	—	—	585	(527)
Unrealized gains (losses) on available-for-sale securities, net of $0 tax in 2023 and 2024	1,113	(14)	—	—	1,113	(14)
Total other comprehensive income (loss)	1,698	(541)	—	—	1,698	(541)
Comprehensive loss	$ (14,603)	$ (16,834)	$ (185)	$ (174)	$ (14,788)	$ (17,008)

	Clean Energy Fuels Corp. Six Months Ended June 30,		Noncontrolling Interest Six Months Ended June 30,		Total Six Months Ended June 30,	
	2023	2024	2023	2024	2023	2024
Net loss	$ (54,998)	$ (34,736)	$ (320)	$ (347)	$ (55,318)	$ (35,083)
Other comprehensive income (loss), net of tax:						
Foreign currency translation adjustments, net of $0 tax in 2023 and 2024	1,046	(1,336)	—	—	1,046	(1,336)
Unrealized gains (losses) on available-for-sale securities, net of $0 tax in 2023 and 2024	1,357	(80)	—	—	1,357	(80)
Total other comprehensive income (loss)	2,403	(1,416)	—	—	2,403	(1,416)
Comprehensive loss	$ (52,595)	$ (36,152)	$ (320)	$ (347)	$ (52,915)	$ (36,499)

See accompanying notes to condensed consolidated financial statements.

Clean Energy Fuels Corp. and Subsidiaries

Condensed Consolidated Statements of Stockholders' Equity

(In thousands, except share data; Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest in Subsidiary	Total Stockholders' Equity
	Shares	Amount					
Balance, December 31, 2022	222,437,429	$ 22	$ 1,553,668	$ (829,975)	$ (3,722)	$ 7,478	$ 727,471
Issuance of common stock	470,351	—	332	—	—	—	332
Shares withheld related to net share settlement	—	—	(175)	—	—	—	(175)
Stock-based compensation	—	—	6,096	—	—	—	6,096
Stock-based sales incentive charges	—	—	8,172	—	—	—	8,172
Net loss	—	—	—	(38,697)	—	(135)	(38,832)
Other comprehensive income	—	—	—	—	705	—	705
Balance, March 31, 2023	222,907,780	22	1,568,093	(868,672)	(3,017)	7,343	703,769
Issuance of common stock	2,277	—	3	—	—	—	3
Stock-based compensation	—	—	6,093	—	—	—	6,093
Stock-based sales incentive charges	—	—	7,820	—	—	—	7,820
Net loss	—	—	—	(16,301)	—	(185)	(16,486)
Other comprehensive income	—	—	—	—	1,698	—	1,698
Balance, June 30, 2023	222,910,057	$ 22	$ 1,582,009	$ (884,973)	$ (1,319)	$ 7,158	$ 702,897

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest in Subsidiary	Total Stockholders' Equity
	Shares	Amount					
Balance, December 31, 2023	223,026,966	$ 22	$ 1,658,339	$ (929,472)	$ (2,119)	$ 6,877	$ 733,647
Issuance of common stock	236,089	—	231	—	—	—	231
Shares withheld related to net share settlement	—	—	(304)	—	—	—	(304)
Stock-based compensation	—	—	2,629	—	—	—	2,629
Stock-based sales incentive charges	—	—	12,897	—	—	—	12,897
Net loss	—	—	—	(18,443)	—	(173)	(18,616)
Other comprehensive loss	—	—	—	—	(875)	—	(875)
Balance, March 31, 2024	223,263,055	22	1,673,792	(947,915)	(2,994)	6,704	729,609
Issuance of common stock	69,447	—	—	—	—	—	—
Stock-based compensation	—	—	2,862	—	—	—	2,862
Stock-based sales incentive charges	—	—	14,079	—	—	—	14,079
Issuance of common stock warrants	—	—	29	—	—	—	29
Net loss	—	—	—	(16,293)	—	(174)	(16,467)
Other comprehensive loss	—	—	—	—	(541)	—	(541)
Balance, June 30, 2024	223,332,502	$ 22	$ 1,690,762	$ (964,208)	$ (3,535)	$ 6,530	$ 729,571

See accompanying notes to condensed consolidated financial statements.

Clean Energy Fuels Corp. and Subsidiaries

Condensed Consolidated Statements of Cash Flows

(In thousands; Unaudited)

	Six Months Ended June 30,	
	2023	**2024**
Cash flows from operating activities:		
Net loss	$ (55,318)	$ (35,083)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	21,571	22,446
Provision for credit losses and inventory	1,006	628
Stock-based compensation expense	12,189	5,491
Stock-based sales incentive charges	27,652	26,976
Change in fair value of derivative instruments	(1,068)	(1,683)
Amortization of discount, debt issuance cost and Section 30C tax credit	(2,190)	(1,239)
Loss (gain) on disposal of property and equipment	(101)	497
Asset impairments and other charges	333	—
Loss from equity method investments	3,805	11,193
Non-cash lease expense	2,919	4,516
Deferred income taxes	(165)	534
Accretion of ARO liabilities	149	180
Changes in operating assets and liabilities:		
Accounts and other receivables	16,518	4,177
Inventory	(3,489)	(4,714)
Prepaid expenses and other assets	(6,956)	5,599
Operating lease liabilities	(2,075)	(2,977)
Accounts payable	(6,351)	(17,276)
Deferred revenue	(1,050)	2,820
Accrued liabilities and other	(14,341)	(730)
Net cash provided by (used in) operating activities	(6,962)	21,355
Cash flows from investing activities:		
Purchases of short-term investments	(186,273)	(408,899)
Maturities and sales of short-term investments	190,500	444,337
Payment and deposits on equipment and manure rights for ADG RNG production projects	(15,080)	(4,259)
Purchases of and deposits on property and equipment	(42,754)	(32,147)
Grant proceeds for capital projects	1,947	952
Proceeds received for joint development and construction of station projects	1,172	1,028
Disbursements for loans receivable	(2,340)	(5,397)
Proceeds from paydowns, maturities, and sales of loans receivable	1,612	272
Investments in other entities	(5,500)	(165)
Advance to DR JV	(5,500)	—
Proceeds from settlement of insurance claims	—	314
Proceeds from disposal of property and equipment	198	42
Net cash (used in) investing activities	(62,018)	(3,922)
Cash flows from financing activities:		
Issuance of common stock	335	36
Payment of tax withholdings on net settlement of equity awards	(175)	(304)
Fees paid for lender and debt issuance costs	(1,440)	(845)
Proceeds for Adopt-A-Port program	150	3,390
Repayment of proceeds for Adopt-A-Port program	(705)	(792)
Proceeds from debt instruments	255	—
Repayments of debt instruments and finance lease obligations	(612)	(625)
Net cash provided by (used in) financing activities	(2,192)	860
Effect of exchange rates on cash, cash equivalents and restricted cash	384	(114)
Net increase (decrease) in cash, cash equivalents and restricted cash	(70,788)	18,179
Cash, cash equivalents and restricted cash, beginning of period	125,950	106,963
Cash, cash equivalents and restricted cash, end of period	$ 55,162	$ 125,142
Supplemental disclosure of cash flow information:		
Income taxes paid	$ 57	$ 48
Interest paid, net of $581 and $1,229 capitalized, respectively	$ 8,279	$ 13,216

See accompanying notes to condensed consolidated financial statements.

Clean Energy Fuels Corp. and Subsidiaries

Notes to Condensed Consolidated Financial Statements

(Unaudited)

Note 1—General

Nature of Business

Clean Energy Fuels Corp., together with its majority and wholly owned subsidiaries (hereinafter collectively referred to as the "Company," unless the context or the use of the term indicates or requires otherwise) is engaged in the business of selling renewable and conventional natural gas as alternative fuels for vehicle fleets and related fueling solutions to its customers, primarily in the United States and Canada. The Company's principal business is supplying renewable natural gas ("RNG") and conventional natural gas, in the form of compressed natural gas ("CNG") and liquefied natural gas ("LNG"), for medium and heavy-duty vehicles and providing operation and maintenance ("O&M") services to public and private vehicle fleet customer stations. The Company is also focused on developing, owning, and operating dairy and other livestock waste RNG projects and supplying RNG (procured from third party sources and from the Company's jointly owned RNG production facilities (see Note 3)) to its customers in the heavy and medium-duty commercial transportation sector.

As a comprehensive clean energy solution provider, the Company also designs and builds, as well as operates and maintains, public and private vehicle fueling stations in the United States and Canada; sells and services compressors and other equipment used in RNG production and at fueling stations; transports and sells RNG and conventional natural gas, in the form of CNG and LNG, via "virtual" natural gas pipelines and interconnects; sells U.S. federal, state and local government credits it generates by selling RNG in the form of CNG and LNG as a vehicle fuel, including Renewable Identification Numbers ("RIN Credits" or "RINs") under the federal Renewable Fuel Standard Phase 2 and credits under the California, Oregon, and Washington Low Carbon Fuel Standards (collectively, "LCFS Credits"); and obtains federal, state and local tax credits, grants and incentives.

Basis of Presentation

The accompanying interim unaudited condensed consolidated financial statements include the accounts of the Company and its subsidiaries, and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly the Company's consolidated financial position as of June 30, 2024, results of operations, comprehensive loss, and stockholders' equity for the three and six months ended June 30, 2023 and 2024, and cash flows for the six months ended June 30, 2023 and 2024. All intercompany accounts and transactions have been eliminated in consolidation. The results of operations for the three and six months ended June 30, 2023 and 2024 are not necessarily indicative of the results to be expected for the year ending December 31, 2024 or for any other interim period or any future year.

Certain information and disclosures normally included in the notes to consolidated financial statements have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"), but the resultant disclosures contained herein are in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as they apply to interim reporting. The accompanying condensed consolidated financial statements should be read in conjunction with the consolidated financial statements as of and for the year ended December 31, 2023 that are included in the Company's Annual Report on Form 10-K filed with the SEC on February 29, 2024.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the accompanying condensed consolidated financial statements and these notes. Actual results could differ from those estimates and may result in material effects on the Company's operating results and financial position. Significant estimates made in preparing the

accompanying condensed consolidated financial statements include (but are not limited to) those related to revenue recognition, fair value measurements, goodwill and long-lived asset valuations and impairment assessments, income tax valuations, stock-based compensation expense and stock-based sales incentive charges.

Amazon Warrant

The Amazon Warrant (defined in Note 14) is accounted for as an equity instrument and measured in accordance with Accounting Standards Codification ("ASC") 718, *Compensation – Stock Compensation*. This instrument is classified in the condensed consolidated statements of operations in accordance with ASC 606, *Revenue from Contracts with Customers*, which states that for awards granted to a customer that are not in exchange for distinct goods or services, the fair value of the awards earned based on service or performance conditions is recorded as a reduction of the transaction price. To determine the fair value of the Amazon Warrant in accordance with ASC 718, the Company used the Black-Scholes option pricing model, which is based in part on assumptions that require management to use judgment. Based on the fair value of the award, the Company determines the amount of non-cash stock-based sales incentive charges on the customer's pro-rata achievement of vesting conditions, which is recorded as a reduction of revenue in the condensed consolidated statements of operations. See Note 14 for additional information.

Tourmaline Joint Development

In April 2023, the Company and Tourmaline Oil Corp. ("Tourmaline") announced a CAD $70 million Joint Development Agreement to build and operate a network of CNG stations along key highway corridors across Western Canada. Under a 50-50 shared investment, the Company and Tourmaline expect to construct and commission up to 20 CNG fueling stations over the next five years, allowing heavy-duty trucks and other commercial transportation fleets that operate in the area to transition to the use of CNG, a lower carbon alternative to gasoline and diesel. Costs associated with station construction and profit and loss arising from station operation are shared 50-50 between the Company and Tourmaline. This arrangement between the Company and Tourmaline to jointly develop, build and operate CNG fueling stations is accounted for in accordance with ASC 808, *Collaborative Arrangements*, which states that (1) costs incurred and revenue generated from transactions with third parties be separately recorded by each participant in its own financial statements, (2) the participant who is deemed to be the principal for a given transaction under ASC 606, *Revenue from Contracts with Customers*, will record the transaction on a gross basis in its financial statements, and (3) payments between participants that are within the scope of other authoritative accounting literature on income statement classification shall be accounted for using the relevant provisions of that literature. If the payments are not within the scope of other authoritative accounting literature, then the income statement classification for the payments shall be based on an analogy to authoritative accounting literature or if there is no appropriate analogy, a reasonable, rational, and consistently applied accounting policy election.

The Company determined that it is the principal for the revenue generated from third parties under this collaborative arrangement with Tourmaline in accordance with ASC 606; as such, the associated revenue and cost of sales generated and incurred are recognized on a gross basis in the condensed consolidated statements of operations. Net participation of profit and loss owed to or from Tourmaline is recorded as an increase or decrease to cost of sales, respectively, as the transaction is not deemed to be with a customer within the scope of ASC 606. Capitalized station costs are presented at half of the total development and construction costs in the condensed consolidated balance sheets, corresponding to the Company's 50% ownership in the shared assets.

Impairment of Goodwill and Long-Lived Assets

Due to a decline in the market price of the Company's common stock subsequent to December 31, 2023, the Company performed an interim quantitative goodwill impairment test as of June 30, 2024 for its single reporting unit. In connection with the quantitative goodwill impairment test, the Company estimated the fair value of its reporting unit based on its market value of invested capital plus a market participant acquisition premium. The results of the quantitative goodwill impairment test performed as of June 30, 2024 indicated that the fair value of the Company's reporting unit exceeded its carrying value by 6% or $59.4 million; as such, no impairment charges relating to goodwill were recorded in the three and six months ended June 30, 2024.

In addition, due to a decline in share price of the Company's common stock, the Company assessed whether such event or any other events or changes in circumstances indicated that the carrying value of the Company's long-lived assets may not be recoverable. Based on the Company's assessment, no impairment triggering events were identified as of June 30, 2024.

Recently Adopted Accounting Pronouncements and Recently Issued Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In March 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-01, Leases (Topic 842): Common Control Arrangements. This ASU permits private entities with common control arrangements that may contain or be leases to use any written terms and conditions between the parties, without regard to their legal enforceability, to identify, classify and account for common control leases. In addition, all lessees (public or private), in general, amortize leasehold improvements related to a common control lease over their useful life to the common control group, regardless of the ASC 842 lease term, as long as they continue to control the use of the underlying leased asset. The ASU is effective for fiscal years, including interim periods within those years, beginning after December 15, 2023, with early adoption allowed. The Company adopted this new ASU in the first quarter of 2024. The adoption of this ASU did not have a material effect on the Company's consolidated financial statements and related disclosures.

Recently Issued Accounting Pronouncements

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. This ASU improves financial reporting by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included with each reported measure of significant profit or loss on an annual and interim basis. This ASU also requires that a public entity disclose the title and position of the CODM and an explanation of how the CODM uses the reported measures of a segment's profit or loss in assessing segment performance and deciding how to allocate resources. The ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. This ASU is required to be applied retrospectively for all prior periods presented in the financial statements and will likely result in additional disclosures when adopted. The Company is evaluating the adoption impact of this ASU on the Company's consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvement to Income Tax Disclosures. This ASU enhances annual income tax disclosures by requiring entities to disclose specific categories and greater disaggregation of information in the rate reconciliation table and income taxes paid disaggregated by jurisdiction. The ASU is effective on a prospective basis for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is evaluating the adoption impact of this ASU on the Company's consolidated financial statements and related disclosures.

In March 2024, the FASB issued ASU No. 2024-01, Compensation-Stock Compensation (Topic 718): Scope Application of Profits Interest and Similar Awards. This ASU improves U.S. GAAP by adding an illustrative example to demonstrate how an entity should apply the scope guidance in paragraph 718-10-15-3 to determine whether profits interest and similar awards should be accounted for in accordance with Topic 718, Compensation-Stock Compensation. The ASU is effective for annual periods, including interim periods within those years, beginning after December 15, 2024, with early adoption allowed. The Company is evaluating the adoption impact of this ASU on the Company's consolidated financial statements and related disclosures.

Note 2—Revenue from Contracts with Customers

Revenue Recognition Overview

The Company recognizes revenue when control of the promised goods or services is transferred to its customers, in an amount that reflects the consideration to which it expects to be entitled in exchange for the goods or services. To

achieve that core principle, a five-step approach is applied: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue allocated to each performance obligation when the Company satisfies the performance obligation. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account for revenue recognition.

The Company is generally the principal in its customer contracts because it has control over the goods and services prior to their transfer to the customer, and as such, revenue is recognized on a gross basis. Sales and usage-based taxes are excluded from revenue. Revenue is recognized net of allowances for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities. The table below presents the Company's revenue disaggregated by revenue source (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2024	2023	2024
Product revenue:				
Volume-related				
Fuel sales[1] [3]	$ 53,267	$ 57,398	$ 160,162	$ 125,601
Change in fair value of derivative instruments[2]	3,600	61	1,068	1,683
RIN Credits	5,377	9,523	9,880	18,335
LCFS Credits	2,474	4,319	4,772	4,155
AFTC [4]	5,059	6,003	9,555	11,360
Total volume-related product revenue	69,777	77,304	185,437	161,134
Station construction sales	5,852	5,656	9,919	11,240
Total product revenue	75,629	82,960	195,356	172,374
Service revenue:				
Volume-related, O&M services	13,913	14,422	25,957	28,157
Other services	1,006	572	1,418	1,132
Total service revenue	14,919	14,994	27,375	29,289
Total revenue	$ 90,548	$ 97,954	$ 222,731	$ 201,663

(1) Includes non-cash stock-based sales incentive contra-revenue charges associated with the Amazon Warrant. For the three and six months ended June 30, 2023, contra-revenue charges recognized in fuel revenue were $13.9 million and $27.7 million, respectively. For the three and six months ended June 30, 2024, contra-revenue charges recognized in fuel revenue were $14.1 million and $27.0 million, respectively. See Note 14 for more information.

(2) Represents changes in fair value of unsettled derivative instruments relating to the Company's commodity swap and customer fueling contracts associated with the Company's truck financing program. The amounts are classified as revenue because the Company's commodity swap contracts are used to economically offset the risk associated with the diesel-to-natural gas price spread resulting from customer fueling contracts under the Company's truck financing program. See Note 6 for more information about these derivative instruments.

(3) Includes net settlement of the Company's commodity swap derivative instruments. For the three and six months ended June 30, 2023, net settlement payments recognized in fuel revenue were $1.4 million and $1.0 million, respectively. For the three and six months ended June 30, 2024, net settlement payments recognized in fuel revenue were $0.9 million and $2.4 million, respectively.

(4) Represents the federal alternative fuel excise tax credit ("AFTC"). See Note 19 for more information.

Remaining Performance Obligations

Remaining performance obligations represent the transaction price of customer orders for which the work has not been performed. As of June 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was $39.7 million, which related to the Company's station construction sale contracts. The Company expects to recognize revenue on the remaining performance obligations under these contracts over the next 12 to 24 months.

For volume-related revenue, the Company has elected to apply an optional exemption, which waives the requirement to disclose the remaining performance obligation for revenue recognized through the 'right to invoice' practical expedient.

Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) in the accompanying condensed consolidated balance sheets.

As of December 31, 2023 and June 30, 2024, the Company's contract balances were as follows (in thousands):

	December 31, 2023	June 30, 2024
Accounts receivable, net	$ 98,426	$ 92,108
Contract assets - current	$ 7,823	$ 6,317
Contract assets - non-current	2,433	2,174
Contract assets - total	$ 10,256	$ 8,491
Contract liabilities - current	$ 4,936	$ 7,794
Contract liabilities - non-current	151	113
Contract liabilities - total	$ 5,087	$ 7,907

Accounts Receivable, Net

"Accounts receivable, net" in the accompanying condensed consolidated balance sheets includes billed and accrued amounts that are currently due from customers. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance to provide for the estimated amount of receivables that will not be collected. The allowance is based on an assessment of customer creditworthiness, historical payment experience, the age of outstanding receivables, and economic conditions that may affect a customer's ability to pay.

Contract Assets

Contract assets include unbilled amounts typically resulting from the Company's station construction sale contracts, when the cost-to-cost method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to the passage of time. Amounts may not exceed their net realizable value. Contract assets are classified as current or noncurrent based on the timing of billings. The current portion is included in "Other receivables" and in "Prepaid expenses and other current assets" and the noncurrent portion is included in "Notes receivable and other long-term assets, net" in the accompanying condensed consolidated balance sheets.

Contract Liabilities

Contract liabilities consist of billings in excess of revenue recognized from the Company's station construction sale contracts and payments received from customers in advance of the satisfaction of performance obligations and are classified as current or noncurrent based on when the revenue is expected to be recognized. The current portion and noncurrent portion of contract liabilities are included in "Deferred revenue" and in "Other long-term liabilities," respectively, in the accompanying condensed consolidated balance sheets.

Revenue recognized in the six months ended June 30, 2023 relating to the Company's contract liability balances as of December 31, 2022 was $3.3 million. The increase in the contract liability balance in the six months ended June 30, 2024 is mainly driven by billings in excess of revenue recognized and customer advances in the six months ended June

30, 2024, partially offset by $2.6 million of revenue recognized relating to the Company's contract liability balances as of December 31, 2023.

Note 3— Investments in Other Entities and Noncontrolling Interest in a Subsidiary

TotalEnergies Joint Venture

On March 3, 2021, the Company entered into an agreement (the "TotalEnergies JV Agreement") with TotalEnergies S.E. ("TotalEnergies") to create 50-50 joint ventures to develop anaerobic digester gas ("ADG") RNG production facilities in the United States. Pursuant to the TotalEnergies JV Agreement, each ADG RNG production facility project will be formed as a separate limited liability company ("LLC") that is owned 50-50 by the Company and TotalEnergies, and contributions to such LLCs count toward the TotalEnergies JV Equity Obligations (as defined below). The TotalEnergies JV Agreement contemplates investing up to $400.0 million of equity in production projects, and TotalEnergies and the Company each committed to initially provide $50.0 million (the "TotalEnergies JV Equity Obligations"). In October 2021, TotalEnergies and the Company executed a LLC agreement (the "DR Development Agreement") for an ADG RNG production facility project (the "DR JV"), and, in November 2021, TotalEnergies and the Company each contributed an initial $4.8 million to the DR JV. On June 27, 2023, the DR JV issued a capital call for $11.0 million in additional funding, requiring TotalEnergies and the Company each to contribute $5.5 million. On June 28, 2023, the Company contributed $5.5 million and advanced $5.5 million to the DR JV. Funds from the capital call were used to fund required loan reserves and to paydown outstanding liabilities of the DR JV. In December 2023, the $5.5 million advance was refunded to the Company by the DR JV.

The Company accounts for its interest in the LLC using the equity method of accounting because the Company does not control but has the ability to exercise significant influence over the LLC's operations. The Company recorded a loss of $1.0 million and $0.5 million from the LLC's operations in the three months ended June 30, 2023 and 2024, respectively, and a loss of $1.4 million and $0.9 million from the LLC's operations in the six months ended June 30, 2023 and 2024, respectively. The Company had an investment balance of $7.5 million and $6.6 million as of December 31, 2023 and June 30, 2024, respectively.

bp Joint Venture

On April 13, 2021, the Company entered into an agreement (the "bp JV Agreement") with BP Products North America, Inc. ("bp") that created a 50-50 joint venture (the "bpJV") to develop, own and operate new ADG RNG production facilities in the U.S. Pursuant to the bp JV Agreement, bp and the Company committed to provide $50.0 million and $30.0 million, respectively, with bp and the Company each receiving 30.0 million of Class A Units in the bpJV and bp also receiving 20.0 million of Class B Units in the bpJV. bp's initial $50.0 million contribution was made on April 13, 2021 and consisted of all unpaid principal outstanding under the loan agreement dated December 18, 2020, pursuant to which bp advanced $50.0 million to the Company to fund capital costs and expenses incurred prior to formation of the bpJV, including capital costs and expenses for permitting, engineering, equipment, leases and feed stock rights. Pursuant to the bp JV Agreement, the Company had the option, exercisable prior to August 31, 2021 (the "bp Option"), to commit an additional $20.0 million to the bpJV upon which bp's Class B Units would convert into Class A Units. On June 21, 2021, the Company contributed $50.2 million to the bpJV, which consisted of (i) its initial contribution commitment of $30.0 million, (ii) the $20.0 million additional contribution to effect the conversion of bp's Class B Units into Class A Units pursuant to the Company's exercise of the bp Option, and (iii) $0.2 million for interest in accordance with the bp JV Agreement to effect the conversion of bp's Class B Units into Class A Units.

On December 20, 2023, the bpJV issued a capital call in the amount of $135.9 million. As a result, bp and the Company each contributed $67.95 million to the bpJV by December 31, 2023. Proceeds of this capital call have been used to develop ADG RNG projects and to fund bpJV's working capital needs.

As of June 30, 2024, the Company and bp each own 50% of the bpJV, and all of the RNG produced from projects developed and owned by the bpJV will be available to the Company for sale as vehicle fuel pursuant to the Company's marketing agreement with bp. The Company accounts for its interest in the bpJV using the equity method of accounting because the Company does not control but has the ability to exercise significant influence over the bpJV's operations. The

Company recorded a loss of $0.2 million and $3.1 million from this investment in the three months ended June 30, 2023 and 2024, respectively, and a loss of $0.6 million and $5.9 million from this investment in the six months ended June 30, 2023 and 2024, respectively. The Company had an investment balance in the bpJV of $220.3 million and $214.4 million as of December 31, 2023 and June 30, 2024, respectively.

Maas Energy Works, LLC Joint Development

On May 8, 2024, the Company entered into a joint development agreement (the "Maas JDA") with Maas Energy Works, LLC ("Maas"), granting the Company exclusive right to acquire, fund and participate in the development of certain ADG RNG production projects at dairy farms subject to its due diligence. Pursuant to the Maas JDA, the Company will provide financing to fund the development, construction, operation and maintenance of approved ADG RNG production projects, and Maas will manage and oversee the development, construction, operations and maintenance of such approved projects. The Company contemplates investing up to $132.0 million of equity capital in production projects in connection with the Maas joint development. Any RNG produced from projects developed and constructed in connection with the Maas joint development will be available to the Company for sale as vehicle fuel.

Pursuant to the Maas JDA, each approved ADG RNG production project will be formed as a separate, special purpose project limited liability company that will be wholly-owned by a holding company (collectively, the "Project LLC"), which is jointly controlled by Maas and the Company. The Company accounts for its interest in the Project LLC using the equity method of accounting because it has the ability to exercise significant influence but does not control the Project LLC's operations. No income or loss was recorded from the Project LLC's operations in the three and six months ended June 30, 2023 and 2024. Subsequent to June 30, 2024, the Project LLC issued a capital call in the amount of $2.0 million, which was contributed by the Company in July 2024. Proceeds of the capital call will be used to develop and construct ADG RNG projects. The Company had an investment balance of $0.0 million and $1.1 million as of December 31, 2023 and June 30, 2024, respectively.

SAFE&CEC S.r.l.

On November 26, 2017, the Company, through its former subsidiary, IMW Industries Ltd. (formerly known as Clean Energy Compression Corp.) ("CEC"), entered into an investment agreement with Landi Renzo S.p.A. ("LR"), an alternative fuels company based in Italy. Pursuant to the investment agreement, the Company and LR agreed to combine their respective natural gas compressor fueling systems manufacturing subsidiaries, CEC and SAFE S.p.A, into a new company, SAFE&CEC S.r.l. (such combination transaction is referred to as the "CEC Combination"). SAFE&CEC S.r.l. is focused on manufacturing, selling and servicing natural gas fueling compressors and related equipment for the global natural gas fueling market. At the closing of the CEC Combination on December 29, 2017, the Company owned 49% of SAFE&CEC S.r.l., and LR owned 51% of SAFE&CEC S.r.l.

The Company accounts for its interest in SAFE&CEC S.r.l. using the equity method of accounting because the Company does not control but has the ability to exercise significant influence over SAFE&CEC S.r.l.'s operations. The Company recorded a gain of $0.2 million and a loss of $0.8 million in the three months ended June 30, 2023 and 2024, respectively, and a loss of $0.3 million and $1.9 million in the six months ended June 30, 2023 and 2024, respectively. The Company had an investment balance in SAFE&CEC S.r.l. of $21.2 million and $18.2 million as of December 31, 2023 and June 30, 2024, respectively.

NG Advantage

On October 14, 2014, the Company entered into a Common Unit Purchase Agreement ("UPA") with NG Advantage, LLC ("NG Advantage") for a 53.3% controlling interest in NG Advantage. Subsequently, the Company's controlling interest increased in connection with various equity and financing arrangements with NG Advantage. As of June 30, 2024, the Company's controlling interest in NG Advantage was 93.3%. NG Advantage is engaged in the business of transporting CNG in high-capacity trailers to industrial and institutional energy users, such as hospitals, food processors, manufacturers and paper mills that do not have direct access to natural gas pipelines.

The Company recorded a loss attributable to the noncontrolling interest in NG Advantage of $0.2 million in the three months ended June 30, 2023 and 2024, and a loss attributable to the noncontrolling interest in NG Advantage of $0.3 million in the six months ended June 30, 2023 and 2024. The carrying value of the noncontrolling interest was $6.9 million and $6.5 million as of December 31, 2023 and June 30, 2024, respectively.

Investments in Equity Securities

For investments in equity securities of privately held entities without readily determinable fair values, the Company measures such investments at cost, adjusted for impairment, if any, and observable price changes in orderly transactions for the identical or similar investment of the same issuer. As of December 31, 2023 and June 30, 2024, the Company had an investment balance recorded at cost of $8.0 million and $8.1 million, respectively. The Company did not recognize any adjustments to the recorded cost basis in the three and six months ended June 30, 2023 and 2024.

Note 4—Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023	June 30, 2024
Current assets:		
Cash and cash equivalents	$ 104,944	$ 123,092
Restricted cash - standby letter of credit	2,019	2,050
Total cash, cash equivalents and current portion of restricted cash	$ 106,963	$ 125,142
Total cash, cash equivalents and restricted cash	$ 106,963	$ 125,142

The Company considers all highly liquid investments with maturities of three months or less on the date of acquisition to be cash equivalents.

The Company places its cash and cash equivalents with high credit quality financial institutions. At times, such balances may be in excess of the Federal Deposit Insurance Corporation (“FDIC”) and Canadian Deposit Insurance Corporation (“CDIC”) limits. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits. The amounts in excess of FDIC and CDIC limits were approximately $105.6 million and $124.1 million as of December 31, 2023 and June 30, 2024, respectively.

The Company classifies restricted cash as short-term and a current asset if the cash is expected to be used in operations within a year or to acquire a current asset. Otherwise, the restricted cash is classified as long-term. The Company deposited $2.0 million, in the form of a certificate of deposit, at PlainsCapital Bank as collateral for the standby letter of credit issued to Chevron Products Company, a division of Chevron U.S.A. Inc., in connection with the Company’s Adopt-A-Port program. The $2.0 million certificate of deposit is classified as short-term restricted cash and a current asset and is included in “Cash, cash equivalents and current portion of restricted cash” in the accompanying condensed consolidated balance sheets as of December 31, 2023 and June 30, 2024.

Note 5—Short-Term Investments

Short-term investments include available-for-sale debt securities, excluded from cash equivalents, that have maturities of one year or less on the date of acquisition and certificates of deposit. Available-for-sale debt securities are carried at fair value, inclusive of unrealized gains and losses. Unrealized gains and losses on available-for-sale debt securities are recognized in other comprehensive income (loss), net of applicable income taxes. Gains or losses on sales of available-for-sale debt securities are recognized on the specific identification basis.

The Company reviews available-for-sale debt securities for declines in fair value below their cost basis each quarter and whenever events or changes in circumstances indicate that the cost basis of an asset may not be recoverable

and evaluates the current expected credit loss. This evaluation is based on a number of factors, including historical experience, market data, issuer-specific factors, economic conditions, and any changes to the credit rating of the security. As of June 30, 2024, the Company has not recorded a credit loss related to available-for-sale debt securities and believes the carrying values of its available-for-sale debt securities are properly recorded.

Short-term investments as of December 31, 2023 consisted of the following (in thousands):

	Amortized Cost	Gross Unrealized Gain (Loss)	Estimated Fair Value
U.S. government securities	$ 157,628	$ 28	$ 157,656
Certificates of deposit	530	—	530
Total short-term investments	$ 158,158	$ 28	$ 158,186

Short-term investments as of June 30, 2024 consisted of the following (in thousands):

	Amortized Cost	Gross Unrealized Gain (Loss)	Estimated Fair Value
U.S. government securities	$ 125,671	$ —	$ 125,671
Certificates of deposit	541	—	541
Total short-term investments	$ 126,212	$ —	$ 126,212

Note 6—Derivative Instruments and Hedging Activities

In October 2018, the Company executed two commodity swap contracts with TotalEnergies Gas & Power North America, an affiliate of TotalEnergies, for a total of 5.0 million diesel gallons annually from April 1, 2019 to June 30, 2024. These commodity swap contracts are used to manage diesel price fluctuation risks related to the natural gas fuel supply commitments the Company makes in its fueling agreements with fleet operators who participate in the Company's truck financing program. These contracts are not designated as accounting hedges and as a result, changes in the fair value of these derivative instruments are recognized in "Product revenue" in the accompanying condensed consolidated statements of operations.

The Company has entered into fueling agreements with fleet operators under the Company's truck financing program. Certain of these fueling agreements contain a pricing feature indexed to diesel, which the Company determined to be an embedded derivative and is recorded at fair value at the time of execution, with the changes in fair value of the embedded derivative recognized in "Product revenue" in the accompanying condensed consolidated statements of operations.

Commodity swaps and embedded derivatives as of December 31, 2023 consisted of the following (in thousands):

	Gross Amounts Recognized	Gross Amounts Offset	Net Amount Presented
Assets:			
Fueling agreements:			
Prepaid expenses and other current assets	$ 2,593	$ —	$ 2,593
Notes receivable and other long-term assets, net	2,035	—	2,035
Total derivative assets	$ 4,628	$ —	$ 4,628
Liabilities:			
Commodity swaps:			
Current portion of derivative liabilities, related party	$ 1,875	$ —	$ 1,875
Total derivative liabilities	$ 1,875	$ —	$ 1,875

Embedded derivatives as of June 30, 2024 consisted of the following (in thousands):

	Gross Amounts Recognized	Gross Amounts Offset	Net Amount Presented
Assets:			
Fueling agreements:			
Prepaid expenses and other current assets	$ 2,656	$ —	$ 2,656
Notes receivable and other long-term assets, net	1,780	—	1,780
Total derivative assets	$ 4,436	$ —	$ 4,436

As of December 31, 2023, the Company had a total volume on open commodity swap contracts of 1.9 million at a weighted-average price of approximately $3.18 per gallon. As of June 30, 2024, the Company's commodity swap contracts had expired, and there was no volume on commodity swap contracts.

The following table reflects the weighted-average price of open commodity swap contracts as of December 31, 2023 and June 30, 2024, by year with associated volumes:

	December 31, 2023		June 30, 2024	
Year	Volumes (Diesel Gallons)	Weighted-Average Price per Diesel Gallon	Volumes (Diesel Gallons)	Weighted-Average Price per Diesel Gallon
2024	1,875,000	$ 3.18	—	$ —

Note 7—Fair Value Measurements

The Company follows the authoritative guidance for fair value measurements with respect to assets and liabilities that are measured at fair value on a recurring basis and non-recurring basis. Under the standard, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as of the measurement date. The standard also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs developed based on market data obtained from sources independent of the Company that market participants would use in valuing the asset or liability. Unobservable inputs are inputs that reflect the Company's assumptions about the factors market participants would use in valuing the asset or liability developed based upon the best information available in the circumstances. The hierarchy consists of the following three levels: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs (other than quoted prices) that are observable for the asset or liability, either directly or indirectly; and Level 3 inputs are unobservable inputs for the asset or liability. Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company's U.S. government issued debt securities are classified within Level 1 because they are valued using the most recent quoted prices for identical assets in active markets. Certificate of deposits is classified within Level 2 because it is valued using the most recent quoted prices for identical assets in markets that are not active and quoted prices for similar assets in active markets.

The Company used the income approach to value its outstanding commodity swap contracts and embedded derivatives in its fueling agreements under the Company's truck financing program (see Note 6). Under the income approach, the Company used a discounted cash flow ("DCF") model in which cash flows anticipated over the term of the contracts are discounted to their present value using an expected discount rate. The discount rate used for cash flows reflects the specific risks in spot and forward rates and credit valuation adjustments. This valuation approach is considered a Level 3 fair value measurement. The significant unobservable inputs used in the fair value measurement of the Company's derivative instruments are Ultra-Low Sulfur Diesel ("ULSD") forward prices and differentials from ULSD to

Petroleum Administration for Defense District ("PADD") regions. Significant increases (decreases) in any of those inputs in isolation would result in a significantly (lower) higher fair value measurement. Generally, a change in the ULSD forward prices is accompanied by a directionally opposite but less extreme change in the ULSD-PADD differential.

The Company estimated the fair value of its outstanding commodity swap contracts based on the following inputs as of December 31, 2023:

	December 31, 2023	
Significant Unobservable Inputs	Input Range	Weighted Average
ULSD Gulf Coast Forward Curve	$1.97 - $2.27	$ 2.15
Historical Differential to PADD 3 Diesel	$0.92 - $1.62	$ 1.16
Historical Differential to PADD 5 Diesel	$1.89 - $3.16	$ 2.48

The Company estimated the fair value of embedded derivatives in its fueling agreements under the Company's truck financing program based on the following inputs as of December 31, 2023 and June 30, 2024:

	December 31, 2023		June 30, 2024	
Significant Unobservable Inputs	Input Range	Weighted Average	Input Range	Weighted Average
ULSD Gulf Coast Forward Curve	$1.97 - $2.27	$ 2.15	$ 2.25 - $ 2.42	$ 2.34
Historical Differential to PADD 3 Diesel	$0.92 - $1.62	$ 1.16	$ 0.93 - $ 1.62	$ 1.17
Historical Differential to PADD 5 Diesel	$1.89 - $3.16	$ 2.48	$ 1.98 - $ 3.16	$ 2.56

Convertible Promissory Notes

In connection with the Company's loan commitments (see Note 17) to Rimere, an equity method investee, the Company acquired convertible promissory notes with aggregate principal balances equaling the total amount of drawdowns on the loan commitments. In addition, in May 2024, the Company invested in a convertible promissory note with a principal balance of $2.0 million issued by Bridge to Renewables, Inc. ("BTR"). These convertible promissory notes are classified as available-for-sale and are carried at fair value, which is measured using the income approach. Under the income approach, the Company used a DCF model in which cash flows anticipated over the term of the notes are discounted to their present value using an expected discount rate. The discount rate used reflected the interest rates offered on loans of similar term and to borrowers of similar credit quality, which are Level 3 inputs. As such, this valuation approach is considered a Level 3 fair value measurement.

The following table provides quantitative information about the significant inputs used to estimate the fair value of the convertible promissory notes from Rimere as of December 31, 2023 and June 30, 2024:

Significant Unobservable Inputs	December 31, 2023	June 30, 2024
Risk-free interest rate	5.39%	5.33%
Credit adjustment	5.31%	7.32%
Credit adjusted discount rate	10.70%	12.65%

The following table provides quantitative information about the significant inputs used to estimate the fair value of the convertible promissory note from BTR as of June 30, 2024:

Significant Unobservable Inputs	June 30, 2024
Risk-free interest rate	5.16%
Credit adjustment	11.34%
Credit adjusted discount rate	16.50%

The above significant unobservable inputs are subject to change based on changes in economic and market conditions. The use of significant unobservable inputs creates uncertainty in the measurement of fair value as of the

reporting date. Significant increase or decrease in any of the inputs in isolation would result in a significantly lower or higher fair value measurement. Generally, a change in market interest rates is accompanied by a directionally opposite change in the estimated fair value of fixed-rate debt securities. The Company records changes in the fair value of available-for-sale debt securities in "Unrealized gain (loss) on available-for-sale securities" within other comprehensive income (loss) in the accompanying condensed consolidated statements of comprehensive loss.

There were no transfers of assets or liabilities between Level 1, Level 2, and Level 3 of the fair value hierarchy as of December 31, 2023 or June 30, 2024.

The following tables provide information by level for assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2023 and June 30, 2024 (in thousands):

	December 31, 2023	Level 1	Level 2	Level 3
Assets:				
Available-for-sale securities:				
U.S. government securities[1]	$ 157,656	$ 157,656	$ —	$ —
Convertible promissory notes[4]	2,330	—	—	2,330
Certificates of deposit [1]	530	—	530	—
Embedded derivatives [3]	4,628	—	—	4,628
Liabilities:				
Commodity swap contracts [2]	$ 1,875	$ —	$ —	$ 1,875

	June 30, 2024	Level 1	Level 2	Level 3
Assets:				
Available-for-sale securities:				
U.S. government securities[1]	$ 125,671	$ 125,671	$ —	$ —
Convertible promissory notes[4]	5,460	—	—	5,460
Certificates of deposit [1]	541	—	541	—
Embedded derivatives [3]	$ 4,436	$ —	$ —	$ 4,436

(1) Included in "Short-term investments" in the accompanying condensed consolidated balance sheets. See Note 5 for more information.

(2) Included in "Derivative liabilities, related party" as of December 31, 2023 in the accompanying condensed consolidated balance sheets. See Note 6 for more information.

(3) Included in "Prepaid expenses and other current assets" and "Notes receivable and other long-term assets, net" as of December 31, 2023 and June 30, 2024 in the accompanying condensed consolidated balance sheets. See Note 6 for more information.

(4) Included in "Other receivables" as of December 31, 2023 and June 30, 2024 in the accompanying condensed consolidated balance sheets.

The following table provides a reconciliation of the beginning and ending balances of items measured at fair value on a recurring basis as shown in the tables above that used significant unobservable inputs (Level 3), as well as the change in unrealized gains or losses for the periods included in earnings or other comprehensive income (loss) (in thousands):

	Assets: Commodity Swap Contracts	Assets: Embedded Derivatives	Assets: Convertible Promissory Note	Liabilities: Commodity Swap Contracts	Liabilities: Embedded Derivatives
Balance as of March 31, 2023	$ —	$ 4,949	$ 3,048	$ (3,875)	$ (696)
Settlements, net	—	—	—	1,441	—
Total gain (loss)	—	1,888	889	(345)	616
Purchases	—	—	1,268	—	—
Equity method investment loss[1]	—	—	(910)	—	—
Balance as of June 30, 2023	$ —	$ 6,837	$ 4,295	$ (2,779)	$ (80)
Balance as of March 31, 2024	$ —	$ 5,252	$ 4,744	$ (877)	$ —
Settlements, net	—	—	—	873	—
Total gain (loss)	—	(816)	—	4	—
Purchases	—	—	2,072	—	—
Equity method investment loss[1]	—	—	(1,356)	—	—
Balance as of June 30, 2024	$ —	$ 4,436	$ 5,460	$ —	$ —
Change in unrealized gain (loss) for the three months ended June 30, 2023 included in earnings	$ —	$ 1,888	$ —	$ 1,096	$ 616
Change in unrealized gain (loss) for the three months ended June 30, 2024 included in earnings	$ —	$ (816)	$ —	$ 877	$ —
Change in unrealized gain (loss) for the three months ended June 30, 2023 included in other comprehensive income (loss)	$ —	$ —	$ 889	$ —	$ —
Change in unrealized gain (loss) for the three months ended June 30, 2024 included in other comprehensive income (loss)	$ —	$ —	$ —	$ —	$ —

	Assets: Commodity Swap Contracts	Assets: Embedded Derivatives	Assets: Convertible Promissory Notes	Liabilities: Commodity Swap Contracts	Liabilities: Embedded Derivatives
Balance as of December 31, 2022	$ —	$ 6,755	$ 1,880	$ (3,845)	$ —
Settlements, net	(1,424)	—	—	2,456	—
Total gain (loss)	1,424	82	1,105	(1,390)	(80)
Purchases	—	—	2,478	—	—
Equity method investment loss[1]	—	—	(1,168)	—	—
Balance as of June 30, 2023	$ —	$ 6,837	$ 4,295	$ (2,779)	$ (80)
Balance as of December 31, 2023	$ —	$ 4,628	$ 2,330	$ (1,875)	$ —
Settlements, net	—	—	—	2,366	—
Total gain (loss)	—	(192)	(53)	(491)	—
Purchases	—	—	5,727	—	—
Equity method investment loss[1]	—	—	(2,544)	—	—
Balance as of June 30, 2024	$ —	$ 4,436	$ 5,460	$ —	$ —
Change in unrealized gain (loss) for the six months ended June 30, 2023 included in earnings	$ —	$ 82	$ —	$ 1,066	$ (80)
Change in unrealized gain (loss) for the six months ended June 30, 2024 included in earnings	$ —	$ (192)	$ —	$ 1,875	$ —
Change in unrealized gain (loss) for the six months ended June 30, 2023 included in other comprehensive income (loss)	$ —	$ —	$ 1,105	$ —	$ —
Change in unrealized gain (loss) for the six months ended June 30, 2024 included in other comprehensive income (loss)	$ —	$ —	$ (53)	$ —	$ —

(1) Represents the Company's proportionate share of Rimere's losses. These losses are recorded as adjustments to the carrying value of the convertible promissory notes because the Company's equity investment in Rimere had been reduced to zero.

Other Financial Assets and Liabilities

The carrying amounts of the Company's cash, cash equivalents, receivables and payables approximate fair value due to the short-term nature of those instruments.

Debt instruments as of December 31, 2023 consisted of the following (in thousands):

	Net Carrying Amounts	Estimated Fair Value
Stonepeak Term Loan	$ 260,906	$ 253,303
Other Debt	255	255
Total Debt	$ 261,161	$ 253,558

Debt instruments as of June 30, 2024 consisted of the following (in thousands):

	Net Carrying Amounts	Estimated Fair Value
Stonepeak Term Loan	$ 262,734	$ 243,848
Other Debt	221	221
Total Debt	$ 262,955	$ 244,069

The fair values of these debt instruments were estimated using a DCF analysis based on imputed interest rates, which are Level 3 inputs. See Note 12 for more information about the Company's debt instruments.

Note 8—Other Receivables

Other receivables as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023	June 30, 2024
Loans to customers to finance vehicle purchases	$ 194	$ 78
Accrued customer billings	5,566	4,886
Fuel tax credits	8,876	12,685
Other	5,134	7,392
Total other receivables	$ 19,770	$ 25,041

Note 9—Inventory

Inventory consists of raw materials and spare parts, work in process and finished goods and is stated at the lower of cost (first-in, first-out) or net realizable value. The Company evaluates inventory balances for excess quantities and obsolescence by analyzing estimated demand, inventory on hand, sales levels and other information and reduces inventory balances to net realizable value for excess and obsolete inventory based on this analysis.

Inventory as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023	June 30, 2024
Raw materials and spare parts	$ 45,335	$ 49,406
Total inventory	$ 45,335	$ 49,406

Note 10—Land, Property and Equipment

Land, property and equipment, net as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023	June 30, 2024
Land	$ 7,397	$ 10,331
LNG liquefaction plants	96,786	96,786
Station equipment	418,647	459,748
Trailers	70,542	71,070
Other equipment	105,137	103,800
Construction in progress	125,389	112,203
	823,898	853,938
Less accumulated depreciation	(492,140)	(513,660)
Total land, property and equipment, net	$ 331,758	$ 340,278

Included in "Land, property and equipment, net" are capitalized software costs of $36.8 million and $37.3 million as of December 31, 2023 and June 30, 2024, respectively. Accumulated amortization of the capitalized software costs are $34.0 million and $34.9 million as of December 31, 2023 and June 30, 2024, respectively.

The Company recorded amortization expense related to capitalized software costs of $0.5 million in each of the three months ended June 30, 2023 and 2024 and $0.9 million in each of the six months ended June 30, 2023 and 2024.

As of December 31, 2023 and June 30, 2024, $10.2 million and $4.4 million, respectively, are included in "Accounts payable" and "Accrued liabilities" in the accompanying condensed consolidated balance sheets, representing amounts related to purchases of property and equipment. These amounts are excluded from the accompanying condensed consolidated statements of cash flows as they are non-cash investing activities.

Note 11—Accrued Liabilities

Accrued liabilities as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023	June 30, 2024
Accrued alternative fuels incentives [1]	$ 41,609	$ 43,488
Accrued employee benefits	5,315	4,996
Accrued gas and equipment purchases	17,485	11,423
Accrued interest	1,451	1,610
Accrued property and other taxes	4,502	8,428
Accrued salaries and wages	8,697	6,276
Other [2]	12,475	14,937
Total accrued liabilities	$ 91,534	$ 91,158

(1) Includes amount for RINs, LCFS Credits, and AFTC payable to third parties.

(2) No individual item in "Other" exceeds 5% of total current liabilities.

Note 12—Debt

Debt obligations as of December 31, 2023 and June 30, 2024 consisted of the following (in thousands):

	December 31, 2023		
	Principal Balance	Unamortized Debt Financing Costs	Balance, Net of Financing Costs
Stonepeak Term Loan	$ 300,000	$ 39,094	$ 260,906
Other debt	255	—	255
Total debt	300,255	39,094	261,161
Less amounts due within one year	(38)	—	(38)
Total long-term debt	$ 300,217	$ 39,094	$ 261,123

	June 30, 2024		
	Principal Balance	Unamortized Debt Financing Costs	Balance, Net of Financing Costs
Stonepeak Term Loan	$ 300,000	$ 37,266	$ 262,734
Other debt	221	—	221
Total debt	300,221	37,266	262,955
Less amounts due within one year	(43)	—	(43)
Total long-term debt	$ 300,178	$ 37,266	$ 262,912

Stonepeak Credit Agreement

On December 12, 2023 (the "Stonepeak Closing Date"), the Company entered into a senior secured first lien term loan credit agreement (as amended, supplemented or otherwise modified, the "Stonepeak Credit Agreement") with Clean Energy, a wholly-owned direct subsidiary of the Company, as borrower (the "Borrower"), the Company, as parent guarantor, a syndicate of lenders and Alter Domus Products Corp., as administrative agent and collateral agent. Pursuant to the Stonepeak Credit Agreement, the lenders funded a $300,000,000 senior secured term loan (the "Senior Term Loan") and provided a delayed draw term loan commitment of $100,000,000 (together, with the Senior Term Loan, the "Loan Facility"). Payments related to the Loan Facility are interest only with a balloon principal payment due on the maturity

date, which is December 12, 2029. The Loan Facility bears interest at 9.50% per annum, and, during the first two years beginning from the Stonepeak Closing Date, the Borrower may elect to pay up to 75% of the interest in kind. The delayed draw term loan commitment has a scheduled expiration date of December 12, 2025, and outstanding undrawn principal of the commitment is subject to a commitment fee of 1.00% per annum. The Borrower has the option to early terminate the delayed draw term loan commitment subject to the payment of certain early termination fees. Proceeds from the Loan Facility were or will be used to repay certain existing indebtedness of the Borrower, to finance permitted investments from time to time, to pay transaction costs related to the Stonepeak Credit Agreement, and for other general corporate purposes. In connection with the Loan Facility, the Borrower is obligated to pay other customary facility fees for credit facilities of a similar size and type.

The Borrower has the option to prepay all or any portion of the amounts owed prior to the maturity date, and the Loan Facility is subject to customary mandatory prepayments clauses. All prepayments and all other payments of the Loan Facility principal are subject to a call premium in the minimum amount that, when received by the lenders, would be sufficient to cause both (1) the internal rate of return for each such lender on the Loan Facility to be not less than 11.5% and (2) the multiple on invested capital for each such lender to be not less than 1.40; provided, however, in the event that the Company consummates a change in control transaction, in lieu of the foregoing call premium, the Borrower is obligated to pay a change in control premium in the amount of (a) the principal amount of the loans outstanding at the time of such change in control multiplied by, if the change in control occurs on or prior to the first anniversary of the Stonepeak Closing Date, 20%, (b) the principal amount of the loans outstanding at the time of such change in control multiplied by, if the change in control occurs after the first anniversary of the Stonepeak Closing Date but on or prior to the second anniversary of the Stonepeak Closing Date, 10%, and (c) if the change in control occurs after the second anniversary of the Stonepeak Closing Date, the minimum amount that, when received by the lenders, would be sufficient to cause the internal rate of return for each such lender to be not less than 11.5%. In conjunction with the Stonepeak Credit Agreement, the Company entered into a Guarantee and Collateral Agreement (the "Security Agreement") in favor of Alter Domus Products Corp., as collateral agent (in such capacity, the "Agent") for the ratable benefit of the lenders. Pursuant to the Security Agreement, the Company and certain of the Company's subsidiaries guaranteed the Borrower's obligation owing to the lenders and the Borrower, the Company and such subsidiary guarantors granted the Agent a security interest in substantially all of their personal property to secure the payment of all amounts owed to the lenders under the Stonepeak Credit Agreement. Certain material subsidiaries of the Company will be required to join as a party to the Security Agreement from time to time after the Stonepeak Closing Date.

The Stonepeak Credit Agreement requires the Company and the Borrower to comply with a maximum total leverage ratio, a minimum interest coverage ratio and a minimum liquidity test. In addition, the Stonepeak Credit Agreement contains customary representations and warranties and affirmative and negative covenants, including covenants that limit or restrict the Company's, the Borrower's and their subsidiaries' ability to incur liens, incur indebtedness, dispose of assets, make investments, make certain restricted payments, merge or consolidate and enter into certain speculative hedging arrangements. Additionally, the Stonepeak Credit Agreement includes a number of events of default contingency clauses, including, among other things, non-payment defaults, covenant defaults, cross-defaults to other materials indebtedness, bankruptcy and insolvency defaults, material judgment defaults, and material breaches of material contracts. If any event of default occurs (subject, in certain instances, to specified grace periods), the principal, premium, if any, interest and any other monetary obligations on all the then outstanding amounts under the Loan Facility may become due and payable immediately.

Concurrent with the execution of the Stonepeak Credit Agreement, the Company issued warrants to Stonepeak CLNE-W Holdings LP ("Stonepeak"), pursuant to a Warrant Agreement, dated December 12, 2023, allowing Stonepeak to purchase 10,000,000 shares of the Company's common stock at an exercise price of $5.50 and an additional 10,000,000 shares of the Company's common stock at an exercise price of $6.50 (see Note 15). In connection with the funding of the Senior Term Loan pursuant to the Stonepeak Credit Agreement, the Company recognized $39.3 million in debt discount and issuance costs, consisting of $31.8 million of debt discount attributed to the Stonepeak Warrant, $6.1 million of original issue discount and direct lender fees, and $1.4 million of debt issuance costs.

Other Debt

In May 2023, the Company entered into a sale and leaseback arrangement and received $0.3 million pursuant to the arrangement. The transaction did not qualify for sale and leaseback accounting due to a fixed price repurchase option that is not at fair value. As a result, the transaction was recorded under the financing method in which the assets remained on the accompanying condensed consolidated balance sheets, and the proceeds from the transaction were recorded as a financing liability. The sale and leaseback arrangement has a term of five years with interest and principal payable in 60 monthly installments at an annual effective rate of 13.49%. As of December 31, 2023 and June 30, 2024, the Company had other outstanding debt bearing interest at 13.49%.

Note 13—Net Income (Loss) Per Share

Basic net income (loss) per share is computed by dividing the net income (loss) attributable to Clean Energy Fuels Corp. by the weighted-average number of common shares outstanding and common shares issuable for little or no cash consideration during the period. Diluted net income (loss) per share is computed by dividing the net income (loss) attributable to Clean Energy Fuels Corp. by the weighted-average number of common shares outstanding and common shares issuable for little or no cash consideration during the period and potentially dilutive securities outstanding during the period, and therefore reflects the dilution from common shares that may be issued upon exercise or conversion of these potentially dilutive securities, such as stock options, warrants, convertible notes and restricted stock units. The dilutive effect of stock options and warrants is computed under the treasury stock method. The dilutive effect of convertible notes and restricted stock units is computed under the if-converted method. Potentially dilutive securities are excluded from the computations of diluted net income (loss) per share if their effect would be antidilutive.

The following table sets forth the computations of basic and diluted earnings (loss) per share for the three and six months ended June 30, 2023 and 2024 (in thousands except share and per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2024	2023	2024
Net loss attributable to Clean Energy Fuels Corp.	$ (16,301)	$ (16,293)	$ (54,998)	$ (34,736)
Weighted-average common shares outstanding	222,908,402	223,289,936	222,813,286	223,250,123
Dilutive effect of potential common shares from restricted stock units, stock options and stock warrants	—	—	—	—
Weighted-average common shares outstanding - diluted	222,908,402	223,289,936	222,813,286	223,250,123
Basic and diluted loss per share	$ (0.07)	$ (0.07)	$ (0.25)	$ (0.16)

The following potentially dilutive securities have been excluded from the diluted net loss per share calculations because their effect would have been antidilutive. Although these securities were antidilutive for these periods, they could be dilutive in future periods.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2024	2023	2024
Stock options	18,154,864	20,430,347	18,154,864	20,430,347
Stonepeak warrant shares	—	20,017,040	—	20,017,040
Restricted stock units	367,145	1,955,950	367,145	1,955,950
Amazon warrant shares	58,767,714	58,767,714	58,767,714	58,767,714
Total	77,289,723	101,171,051	77,289,723	101,171,051

Note 14—Stock-Based Compensation

The following table summarizes the compensation expense and related income tax benefit related to the Company's stock-based compensation arrangements recognized in the accompanying condensed consolidated statements of operations during the three and six months ended June 30, 2023 and 2024 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2024	2023	2024
Stock-based compensation expense, net of $0 tax in 2023 and 2024	$ 6,093	$ 2,862	$ 12,189	$ 5,491

As of June 30, 2024, there was $17.6 million of total unrecognized compensation costs related to unvested shares subject to outstanding service-based stock options and restricted stock units. Unrecognized compensation costs associated with these stock-based awards are expected to be expensed over a weighted-average period of approximately 2.0 years. As of June 30, 2024, total unrecognized compensation costs related to unvested shares subject to outstanding performance-based stock options were $3.8 million.

Amazon Warrant

On April 16, 2021, the Company entered into a Project Addendum to Fuel Pricing Agreement (the "Fuel Agreement") with Amazon Logistics, Inc., a subsidiary of Amazon.com, Inc. ("Amazon"), and a Transaction Agreement with Amazon (the "Transaction Agreement"), pursuant to which, among other things, the Company issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon ("Amazon Holdings"), a warrant to purchase up to an aggregate of 53,141,755 shares (the "Warrant Shares") of the Company's common stock at an exercise price of $13.49 per share. As a result of the issuance of additional shares of common stock under the Company's at-the-market offering programs in 2021 and in accordance with the terms of the warrant, on June 14, 2021, the number of shares of the Company's common stock that may be purchased pursuant to the warrant, at an exercise price of $13.49 per share, increased by an aggregate of 5,625,959 shares (the "Additional Warrant Shares").

The Warrant Shares and the Additional Warrant Shares shall vest in multiple tranches, certain of which vested immediately upon execution of the Fuel Agreement. Subsequent tranches will vest over time based on fuel purchases by Amazon and its affiliates, up to a total of $500.0 million, excluding any payments attributable to "Pass Through Costs," which consist of all costs associated with the delivered cost of gas and applicable taxes determined by reference to the selling price of gallons or gas sold. The right to exercise the warrants and to receive the Warrant Shares and Additional Warrant Shares (the "Amazon Warrant") that have vested expires on April 16, 2031.

Non-cash stock-based sales incentive contra-revenue charges ("Amazon Warrant Charges") associated with the Amazon Warrant are recognized as Amazon and its affiliates purchase fuel and vesting conditions become probable of being achieved, based on the grant date fair value of the Amazon Warrant.

The following table summarizes the Amazon Warrant activities for the six months ended June 30, 2024:

	Warrant Shares
Outstanding and unvested as of December 31, 2023	37,613,035
Granted	—
Vested	(3,526,224)
Outstanding and unvested as of June 30, 2024	34,086,811

3,526,224 shares of the Amazon Warrant vested in the six months ended June 30, 2024 based on fuel purchases made by Amazon and its affiliates. The Company recognized Amazon Warrant Charges of $13.9 million and $14.1 million in the three months ended June 30, 2023 and 2024, respectively, and $27.7 million and $27.0 million in the six months ended June 30, 2023 and 2024, respectively, relating to customer fuel purchases.

Note 15—Stockholders' Equity

Authorized Shares

On June 14, 2021, the Company's stockholders approved an increase in the number of shares of common stock the Company is authorized to issue from 304,000,000 to 454,000,000. As of June 30, 2024, the Company is authorized to issue 455,000,000 shares, of which 454,000,000 shares of capital stock are designated common stock and 1,000,000 shares are designated preferred stock.

Share Repurchase Program

On March 12, 2020, the Company's Board of Directors approved a share repurchase program of up to $30.0 million (exclusive of fees and commissions) of the Company's outstanding common stock (the "Repurchase Program"). On December 7, 2021, the Company's Board of Directors approved an increase in the aggregate purchase amount under the Repurchase Program from $30.0 million to $50.0 million (exclusive of fees and commissions). The Repurchase Program does not have an expiration date, and it may be suspended or discontinued at any time. As of June 30, 2024, the Company has utilized a total of $23.5 million under the Repurchase Program from its inception to repurchase 9,387,340 shares of common stock, and a total of $26.5 million of authorized funds remain available for common stock repurchase under the Repurchase Program. The Repurchase Program does not obligate the Company to acquire any specific number of shares. Repurchases under the Repurchase Program may be effected from time to time through open market purchases, privately negotiated transactions, structured or derivative transactions, including accelerated share repurchase transactions, or other methods of acquiring shares, in each case subject to market conditions, applicable securities laws and other relevant factors. Repurchases may also be made under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended.

Stonepeak Warrant

In connection with the Stonepeak Credit Agreement and related Loan Facility (see Note 12), on December 12, 2023, the Company issued warrants (the "Stonepeak Warrant") to Stonepeak, pursuant to a warrant agreement, dated December 12, 2023 (the "Warrant Agreement"), allowing Stonepeak to purchase 10,000,000 shares of the Company's common stock at an exercise price of $5.50 and an additional 10,000,000 shares of the Company's common stock at an exercise price of $6.50.

The Stonepeak Warrant vested upon the execution of the Warrant Agreement and is exercisable at any time after December 12, 2025. The Stonepeak Warrant has an 8.5 year term, and the right to exercise the warrants expires on June 15, 2032. The Stonepeak Warrant contains a "cashless exercise" feature that allows the holder(s) to exercise the warrants without a cash payment to the Company pursuant to the terms set forth in the Warrant Agreement. The number of shares of the Company's common stock for which the Stonepeak Warrant is exercisable and the associated exercise price are subject to certain customary anti-dilution and continuity adjustments as set forth in the Warrant Agreement.

As a result of the issuance and vesting of the Stonepeak Warrant, the Company recognized $42.4 million, representing the fair value of the Stonepeak Warrant, in "Additional paid-in capital" included in "Stockholders' equity." This amount was excluded from the condensed consolidated statements of cash flows because it was a non-cash financing activity. In accordance with the terms of the Warrant Agreement, due to issuance of additional shares of common stock under the Company's equity incentive plans in the six months ended June 30, 2024, the number of shares of the Company's common stock that may be purchased pursuant to the Stonepeak Warrant increased by 17,040 shares, consisting of 8,520 shares at an exercise price of $5.50 per share and 8,520 shares at an exercise price of $6.50 per share.

The following table summarizes the Stonepeak Warrant activities for the six months ended June 30, 2024:

	Warrant Shares
Outstanding and unexercised as of December 31, 2023	20,000,000
Granted	17,040
Exercised	—
Outstanding and unexercised as of June 30, 2024	20,017,040

Note 16—Income Taxes

The provision for income taxes for interim periods is determined using an estimate of the Company's annual effective tax rate, adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter, the Company updates the estimate of the annual effective tax rate, and if the estimated tax rate changes, a cumulative adjustment is recorded.

The Company recorded an income tax benefit of $0.1 million and income tax expense of $0.8 million in the three months ended June 30, 2023 and 2024, respectively. The Company recorded an income tax benefit of $0.1 million and income tax expense of $0.6 million in the six months ended June 30, 2023 and 2024, respectively. Income tax benefit and/or expense in each period is related to the Company's U.S. and foreign operations. The effective tax rates for the three and six months ended June 30, 2023 and 2024 are different from the federal statutory tax rate primarily due to losses for which no tax benefit has been recognized.

The Company increased its unrecognized tax benefits in the six months ended June 30, 2024 by $2.7 million. This increase is primarily attributable to the portion of AFTC revenue recognized in the period attributed to the federal fuel tax the Company collected from its customers and deductions attributed to the unvested Amazon Warrant during the six months ended June 30, 2024. The net interest incurred was immaterial for the six months ended June 30, 2023 and 2024.

On August 16, 2022, the Inflation Reduction Act of 2022 (the "IRA") was signed into law. Besides the reinstatement of AFTC for the three year period from January 1, 2022 to December 31, 2024, the IRA offers tax incentives targeting energy transaction and renewables:

- The investment tax credit under Section 48 of the Internal Revenue Code is expanded to include Qualified Biogas Property, which is expected to be available for the RNG dairy projects that the Company has invested in or will invest in. The investment tax credit rate could range from 6% up to a 50% bonus rate depending on meeting certain wage, apprenticeship, domestic content, and energy community requirements.

- A new tax credit under Section 45Z of the Internal Revenue Code was introduced to apply to low-emissions transportation fuel produced at a qualified facility and sold by the taxpayer after December 31, 2024 through December 31, 2027. The IRA provides a base credit of 20 cents per gallon or $1.00 per gallon multiplied by an applicable emission factor if prevailing wage and apprenticeship requirements are met. The Company expects its RNG dairy projects will be eligible for this credit, although the rate of the credit per gallon is still pending further guidance from the US Treasury department.

- The alternative fuel refueling property credit under Section 30C of the Internal Revenue Code was reinstated for 2022 and extended an additional 10 years to apply to any property placed in service before January 1, 2033. The base credit amount is 6% with a bonus rate of 30% if wage and registered apprenticeship requirements are met with a maximum credit amount of $100,000 (previously $30,000) per single refueling pump.

The Internal Revenue Service has been granted broad authority to issue regulations or other guidance that could clarify how these taxes will be applied and credits will be eligible. The Company is continuing to evaluate the financial impact of the IRA as additional information becomes available. For the six months ended June 30, 2024, the Company's RNG equity method investee transferred the investment tax credits on one of the two RNG projects that were placed in service in 2023 and received $9.3 million of total cash proceeds. The Company's RNG equity method investee is in the process of transferring the tax credit of the other RNG project.

Note 17—Commitments and Contingencies

Environmental Matters

The Company is subject to federal, state, local and foreign environmental laws and regulations. The Company does not anticipate any expenditures to comply with such laws and regulations that would have a material effect on the Company's consolidated financial position, results of operations or liquidity. The Company believes that its operations comply, in all material respects, with applicable federal, state, local and foreign environmental laws and regulations.

Litigation, Claims and Contingencies

The Company may become party to various legal actions that arise in the ordinary course of its business. The Company is also subject to audit by tax and other authorities for varying periods in various federal, state, local and foreign jurisdictions, and disputes may arise during the course of these audits. It is impossible to determine the ultimate liabilities that the Company may incur resulting from any of these lawsuits, claims, proceedings, audits, commitments, contingencies and related matters or the timing of these liabilities, if any. If these matters were to ultimately be resolved unfavorably, it is possible that such an outcome could have a material adverse effect upon the Company's consolidated financial position, results of operations, or liquidity. The Company does not, however, anticipate such an outcome and believes the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

Long-Term Take-or-Pay Natural Gas Purchase Contracts

The Company has entered into quarterly fixed price natural gas purchase contracts with take-or-pay commitments extending through March 2025. As of June 30, 2024, the fixed commitments under these contracts totaled approximately $1.3 million for the remainder of the year ending December 31, 2024 and $1.5 million for the year ending December 31, 2025.

Rimere Loan Commitment

In November 2022, the Company entered into a note purchase agreement (the "2022 Note Purchase Agreement") with Rimere. Pursuant to the 2022 Note Purchase Agreement, the Company irrevocably committed to make available up to $5.5 million in delayed draw loans in exchange for convertible promissory notes issued by Rimere. The convertible promissory notes carry an interest rate of 7% per annum, compounded quarterly, and mature in May 2024, subject to certain, specified prepayment clauses. Funding from the loan commitment was used to meet Rimere's working capital requirements, and, by the end of the third quarter of 2023, the Company had fully funded the $5.5 million loan commitment. In January 2024, the 2022 Note Purchase Agreement was amended, extending the maturity date to the end of December 2024. Concurrently, through a separately executed note purchase agreement, dated January 8, 2024 (the "2024 Note Purchase Agreement"), the Company agreed to make available up to $10.0 million in additional delayed draw loans to fund Rimere's working capital needs. In connection with the $10.0 million loan commitment, the related convertible promissory notes issued by Rimere bear interest at 8% per annum, compounded quarterly, and have a maturity date of December 31, 2024, subject to certain, specified prepayment and event of default clauses set forth in the 2024 Note Purchase Agreement. As of June 30, 2024, $3.5 million has been funded by the Company pursuant to the 2024 Note Purchase Agreement.

Note 18—Leases

Lessor Accounting

The Company leases fueling station equipment to customers pursuant to agreements that contain an option to extend and an end-of-term purchase option. Receivables from these leases are accounted for as finance leases, specifically sales-type leases, and are included in "Other receivables" and "Notes receivable and other long-term assets, net" in the accompanying condensed consolidated balance sheets.

The Company recognizes the net investment in the lease as the sum of the lease receivable and the unguaranteed residual value, both of which are measured at the present value using the interest rate implicit in the lease.

During each of the three months ended June 30, 2023 and 2024, the Company recognized $0.1 million in "Interest income" on its lease receivables. During each of the six months ended June 30, 2023 and 2024, the Company recognized $0.2 million in "Interest income" on its lease receivables.

The following schedule represents the Company's maturities of lease receivables as of June 30, 2024 (in thousands):

Fiscal Year:		
Remainder of 2024	$	481
2025		962
2026		985
2027		1,105
2028		515
Thereafter		703
Total minimum lease payments		4,751
Less amount representing interest		(925)
Present value of lease receivables	$	3,826

Note 19—Alternative Fuel Excise Tax Credit

Under separate pieces of U.S. federal legislation, the Company was eligible to receive AFTC for its natural gas vehicle fuel sales made between October 1, 2006 and December 31, 2021. In August 2022, the IRA was enacted, extending AFTC for an additional three years through December 31, 2024, beginning retroactively to January 1, 2022. The AFTC incentive in the extension period under the IRA is equal to $0.50 per gasoline gallon equivalent of CNG and $0.50 per diesel gallon of LNG that the Company sells as vehicle fuel.

Based on the service relationship with its customers, either the Company or its customers claim the credit. The Company records its AFTC, if any, as revenue in its condensed consolidated statements of operations because the credits are fully payable to the Company and do not offset income tax liabilities. As such, the credits are not deemed income tax credits under the accounting guidance applicable to income taxes.

Note 20—Related Party Transactions

TotalEnergies S.E.

In the six months ended June 30, 2023, the Company recognized revenue of $1.4 million relating to RINs and LNG sold to TotalEnergies and its affiliates in the ordinary course of business, equipment lease revenue, AFTCs, and settlements on commodity swap contracts (Note 6). Revenue recognized in the three months ended June 30, 2023 was

immaterial. No revenue from TotalEnergies was recognized in the three and six months ended June 30, 2024. Outstanding receivables due from TotalEnergies were immaterial as of December 31, 2023 and June 30, 2024.

In the three and six months ended June 30, 2023, the Company paid TotalEnergies $1.8 million and $2.5 million, respectively, for expenses incurred in the ordinary course of business and for settlements on commodity swap contracts (Note 6). In the three and six months ended June 30, 2024, the Company paid TotalEnergies $1.6 million and $3.2 million, respectively, for expenses incurred in the ordinary course of business and for settlements on commodity swap contracts (Note 6). Outstanding payables due to TotalEnergies were immaterial as of June 30, 2024 and December 31, 2023.

SAFE&CEC S.r.l.

In the three and six months ended June 30, 2023, the Company received $0.1 million and $0.3 million, respectively, from SAFE&CEC S.r.l. in the ordinary course of business. Cash receipts from SAFE&CEC S.r.l. were immaterial in the three and six months ended June 30, 2024. As of December 31, 2023 and June 30, 2024, the Company had receivables due from SAFE&CEC S.r.l. of $0.3 million and $0.5 million, respectively.

In the three and six months ended June 30, 2023, the Company paid SAFE&CEC S.r.l. $6.2 million and $9.2 million, respectively, for parts and equipment in the ordinary course of business. In the three months ended June 30, 2024, cash payments to SAFE&CEC S.r.l. were immaterial. In the six months ended June 30, 2024, the Company paid SAFE&CEC S.r.l. $2.5 million for parts and equipment in the ordinary course of business. As of December 31, 2023 and June 30, 2024, the Company had payables due to SAFE&CEC S.r.l. of $8.1 million and $3.4 million, respectively.

TotalEnergies Joint Venture(s) and bpJV

Pursuant to the contractual agreements of the TotalEnergies joint venture(s) and bpJV, the Company manages day-to-day operations of RNG projects in the joint ventures in exchange for an O&M fee and management fee. In the three and six months ended June 30, 2023, the Company recognized total management and O&M fee revenue of $0.5 million and $0.9 million, respectively. In the three and six months ended June 30, 2024, the Company recognized total management and O&M fee revenue of $0.8 million and $1.6 million, respectively. As of December 31, 2023 and June 30, 2024, the Company had management and O&M fee receivables due from the joint ventures with TotalEnergies and bp of $0.3 million and $0.7 million, respectively.

In the three and six months ended June 30, 2023, the Company paid $0.8 million and $1.2 million, respectively, on behalf of the joint ventures for expenses incurred in the ordinary course of business. In the six months ended June 30, 2024, the Company paid $0.1 million on behalf of the joint ventures for expenses incurred in the ordinary course of business, and, in the three months ended June 30, 2024, amounts paid on behalf of the joint ventures for expenses incurred in the ordinary course of business were immaterial. As of December 31, 2023 and June 30, 2024, outstanding receivables due from the joint ventures with TotalEnergies and bp were $0.7 million and $0.6 million, respectively, representing outstanding unreimbursed expenses that the Company paid on behalf of the joint ventures.

In the three and six months ended June 30, 2023, the Company received $2.7 million and $3.0 million, respectively, from the joint ventures with TotalEnergies and bp for management and O&M fees and reimbursement of expenses incurred in the ordinary course of business. In the three and six months ended June 30, 2024, the Company received $1.0 million and $1.9 million, respectively, from the joint ventures with TotalEnergies and bp for management and O&M fees and reimbursement of expenses incurred in the ordinary course of business. In the three and six months ended June 30, 2024, the Company paid $1.2 million and $2.3 million, respectively, to the joint ventures with TotalEnergies and bp, relating to environmental credits pursuant to the contractual agreements of the TotalEnergies joint venture(s) and bpJV. No amounts were paid to the joint ventures with TotalEnergies and bp in the three and six months ended June 30, 2023. As of December 31, 2023 and June 30, 2024, the Company had payables due to the joint ventures

with TotalEnergies and bp of $0.6 million and $0.4 million, respectively, relating to environmental credits pursuant to the contractual agreements of the TotalEnergies joint venture(s) and bpJV.

Rimere

In the three and six months ended June 30, 2023, the Company provided $1.2 million and $2.3 million, respectively, to Rimere in connection with its loan commitments (see Note 17). In the three and six months ended June 30, 2024, the Company provided $0.0 million and $3.5 million, respectively, to Rimere in connection with its loan commitments. As of December 31, 2023 and June 30, 2024, the carrying amount of the Company's convertible promissory notes measured at fair value was $2.3 million and $3.5 million, respectively, and is included in "Other receivables" as of December 31, 2023 and June 30, 2024 in the accompanying condensed consolidated balance sheets.

In the three and six months ended June 30, 2023, the Company recognized management fee revenue of $0.2 million and $0.3 million, respectively. In the three and six months ended June 30, 2024, the Company recognized management fee revenue of $0.2 million and $0.3 million, respectively. As of December 31, 2023 and June 30, 2024, the Company had management fee receivables due from Rimere of $0.7 million and $0.1 million, respectively.

Excluding management fee revenue, no other revenue from Rimere was recognized in the three and six months ended June 30, 2023. In the three and six months ended June 30, 2024, excluding management fee revenue, the Company recognized $0.1 million of revenue relating to equipment sold to Rimere in the ordinary course of business. Outstanding receivables due from Rimere, excluding management fee receivables, were $0.1 million as of June 30, 2024. There were no outstanding receivables, excluding management fee receivables, due from Rimere as of December 31, 2023.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations (this discussion, as well as discussions under the same heading in our other periodic reports, are referred to as the "MD&A") should be read together with our unaudited condensed consolidated financial statements and the related notes included in this report, and all cross references to notes included in this MD&A refer to the identified note in such condensed consolidated financial statements. For additional context with which to understand our financial condition and results of operations, refer to the MD&A included in our Annual Report on Form 10-K for our fiscal year ended December 31, 2023, which was filed with the Securities and Exchange Commission ("SEC") on February 29, 2024, as well as the audited consolidated financial statements and notes included therein (collectively, our "2023 Form 10-K").

Cautionary Note Regarding Forward-Looking Statements

This MD&A and the other disclosures in this report contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements are statements other than historical facts. These statements relate to future events or circumstances or our future performance, and they are based on our current assumptions, expectations and beliefs concerning future developments and their potential effect on our business. In some cases, you can identify forward-looking statements by the following words: "if," "may," "might," "shall," "will," "can," "could," "would," "should," "expect," "intend," "plan," "goal," "objective," "initiative," "anticipate," "believe," "estimate," "predict," "project," "forecast," "potential," "continue," "ongoing" or the negative of these terms or other comparable terminology, although the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements we make in this discussion include statements about, among other things, our future financial and operating performance, our growth strategies, including expectations regarding our delivery and sales of RNG (defined below) and Environmental Credits (each as defined below), and anticipated trends in our industry and our business.

The preceding list is not intended to be an exhaustive list of all topics addressed by our forward-looking statements. Although the forward-looking statements we make reflect our good faith judgment based on available information, they are only predictions. Accordingly, our forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Factors that might cause or contribute to such differences include, among others, those discussed under "Risk Factors" in Part II, Item 1A of this report, as such factors may be amended, supplemented or superseded from time to time by other reports we file with the SEC. In addition, we operate in a competitive and rapidly evolving industry in which new risks emerge from time to time, and it is not possible for us to predict all of the risks we may face. Nor can we assess the effect of all factors on our business or the extent to which any factor or combination of factors could cause actual results to differ from our expectations. As a result of these and other potential risks and uncertainties, our forward-looking statements should not be relied on or viewed as guarantees of future events.

All of our forward-looking statements in this report are made only as of the date of this document and, except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason, including to conform these statements to actual results or to changes in our expectations. You should, however, review the factors and risks we describe in the reports we will file from time to time with the SEC for the most recent information about our forward-looking statements and the risks and uncertainties related to these statements. We qualify all of our forward-looking statements by this cautionary note.

Overview

We are North America's leading provider of the cleanest fuel for the transportation market, based on the number of stations operated and the amount of gasoline gallon equivalents ("GGEs") of renewable natural gas ("RNG") and conventional natural gas sold. We calculate one GGE to equal 125,000 British Thermal Units ("BTUs") and, as such, one million BTUs ("MMBTU") equals eight GGEs. Through our sales of RNG, which is derived from biogenic methane

produced by the breakdown of organic waste, we help thousands of vehicles, from airport shuttles to city buses to waste and heavy-duty trucks, reduce their amount of climate-harming greenhouse gases ("GHG") from 60% to over 400% based on determinations by the California Air Resources Board ("CARB"), depending on the source of the RNG, while also reducing criteria pollutants such as Nitrogen Oxides, or NOx. RNG is either delivered as compressed natural gas ("CNG") or liquefied natural gas ("LNG").

As a clean energy solutions provider, we supply RNG (sourced from third party sources and from our anaerobic digester gas ("ADG") RNG joint venture projects with TotalEnergies S.E. and BP Products North America, Inc. ("bp") (see Note 3)) and conventional natural gas (sourced from third party suppliers), in the form of CNG and LNG, for medium and heavy-duty vehicles; design and build, as well as operate and maintain ("O&M"), public and private vehicle fueling stations in the United States ("U.S.") and Canada; develop and own dairy ADG RNG production facilities; sell and service compressors and other equipment used in RNG production and at fueling stations; transport and sell RNG and conventional natural gas via "virtual" natural gas pipelines and interconnects; sell U.S. federal, state and local government credits (collectively, "Environmental Credits") we generate by selling RNG as a vehicle fuel, including Renewable Identification Numbers ("RIN Credits" or "RINs") under the federal Renewable Fuel Standard Phase 2 and credits under the California, Oregon, and Washington Low Carbon Fuel Standards (collectively, "LCFS Credits"); and obtain federal, state and local tax credits, grants and incentives.

At present, we see the best use of RNG as a replacement for fossil-based fuel in the transportation sector. We believe the most attractive market for RNG is U.S. heavy-duty Class 8 trucking and, based on information from the American Trucking Association and our own internal estimates, we believe there are approximately 4.1 million Class 8 heavy-duty trucks operating in the U.S. that use over 40 billion gallons of fuel per year. As of June 30, 2024, we deliver RNG to the transportation market through 584 fueling stations we own, operate or supply in 43 states and the District of Columbia in the U.S., including over 200 stations in California. We also own, operate, or supply 24 fueling stations in Canada as of June 30, 2024.

Critically, to generate the valuable Environmental Credits, RNG must be placed in vehicle fuel tanks. We believe our stations and customer relationships allow us to deliver substantially more RNG to vehicle operators than any other participant in the market – we calculate that we have access to more fueling stations and vehicle fleets than all our competitors combined. As of June 30, 2024, we served over 1,000 fleet customers operating over 50,000 vehicles on our fuels.

Longer term, we plan to expand availability of hydrogen fuel for vehicle fleets. As operators deploy more hydrogen powered vehicles, we can modify our fueling stations to reform our RNG and deliver clean hydrogen to customers. We also believe our RNG can be used to generate clean electricity to power electric vehicles, and we have the capability to add electric vehicle charging at our station sites, although the cost of adding electric vehicle charging capacity may be significant.

Impact of COVID-19, Inflation, Labor Shortage, Material Availability and Interest Rate

The COVID-19 pandemic had an adverse effect on the volume of our sales, which we saw bottom in the second quarter of 2020. The subsequent surge in cases driven by the omicron variant negatively affected the demand recovery for our vehicle fuels in the first quarter of 2022. Since that time, we have seen improvement in volumes in all customer markets, and the residual effects of the COVID-19 pandemic have not been a significant headwind to our business operations. For more information, see "Risk Factors" in Part II, Item 1A of this report.

In recent periods, we have experienced increases in commodity and supply chain costs due to inflationary pressures. Additionally, effects stemming from the COVID-19 pandemic have caused disruptions in labor supply and in supply chains, leading to shortages of certain materials and equipment and higher labor costs that have continued to linger to some extent. The future duration and extent of these pressures and effects are difficult to predict. Although we have partially offset these increased costs through price increases for our products and services, our efforts to manage the current inflationary pressure and to recover inflation-based cost increases from our customers may be hampered by the structure of our contracts as well as the competitive and economic conditions of the markets in which we serve. For more information, see "Risk Factors" in Part II, Item 1A of this report.

As of June 30, 2024, the majority of our debt outstanding represents a long-term loan bearing a fixed rate of interest. Changes in market interest rates do not affect the interest expense incurred from this outstanding long-term debt instrument. However, changes in market interest rates may affect the interest rate and corresponding interest expense on any new issuance of short-term and long-term debt securities. See "Quantitative and Qualitative Disclosures about Market Risk" in Part I, Item 3 of this report for more information.

Performance Overview

This performance overview discusses matters on which our management focuses in evaluating our financial condition and our operating results.

Sources of Revenue

The following table presents our sources of revenue:

	Three Months Ended June 30,		Six Months Ended June 30,	
Revenue (in millions)	**2023**	**2024**	**2023**	**2024**
Product revenue[1]:				
Volume-related[2]				
Fuel sales[3] [5]	$ 53.3	$ 57.4	$ 160.2	$ 125.6
Change in fair value of derivative instruments[4]	3.6	0.1	1.1	1.7
RIN Credits	5.4	9.5	9.9	18.3
LCFS Credits	2.4	4.4	4.7	4.2
AFTC[6]	5.1	6.0	9.6	11.4
Total volume-related product revenue	69.8	77.4	185.5	161.2
Station construction sales	5.8	5.6	9.9	11.2
Total product revenue	75.6	83.0	195.4	172.4
Service revenue[7]:				
Volume-related, O&M services	13.9	14.5	25.9	28.2
Other services	1.0	0.5	1.4	1.1
Total service revenue	14.9	15.0	27.3	29.3
Total revenue	$ 90.5	$ 98.0	$ 222.7	$ 201.7

(1) A discussion of product revenue is included below under "Results of Operations."

(2) Our volume-related product revenue primarily consists of sales of RNG and conventional natural gas, in the form of CNG and LNG, and sales of RINs and LCFS Credits in addition to changes in fair value of our derivative instruments. More information about our GGEs of fuel sold in the periods is included below under "Key Operating Data," and more information about our derivative instruments, which consist of commodity swap and customer fueling contracts, is included in Note 6.

(3) Includes $13.9 million and $27.7 million of non-cash stock-based sales incentive contra-revenue charges related to the Amazon Warrant (as defined in Note 14) for the three and six months ended June 30, 2023, respectively. Includes $14.1 million and $27.0 million of non-cash stock-based sales incentive contra-revenue charges related to the Amazon Warrant (as defined in Note 14) for the three and six months ended June 30, 2024, respectively.

(4) The change in fair value of unsettled derivative instruments is related to the Company's commodity swap and customer fueling contracts. The amounts are classified as revenue because the Company's commodity swap contracts are used to economically offset the risk associated with the diesel-to-natural gas price spread resulting from customer fueling contracts under the Company's truck financing program.

(5) Includes net settlement of the Company's commodity swap derivative instruments. For the three and six months ended June 30, 2023, net settlement payments recognized in fuel revenue were $1.4 million and $1.0 million, respectively. For the three and six months ended June 30, 2024, net settlement payments recognized in fuel revenue were $0.9 million and $2.4 million, respectively.

(6) Represents the federal alternative fuel excise tax credit ("AFTC"). AFTC is available for vehicle fuel sales made through December 31, 2024.

(7) Our service revenue primarily represents sales from performance of O&M services. More information about our GGEs serviced in the periods relating to O&M services is included below under "Key Operating Data." Additionally, a discussion of service revenue is included below under "Results of Operations."

Key Operating Data

In evaluating our operating performance, we focus primarily on: (1) the amount of total fuel volume we sell to our customers with particular focus on RNG volume as a subset of total fuel volume, (2) O&M services volume dispensed at facilities we do not own but where we provide O&M services on a per-gallon or fixed fee basis, (3) our station construction cost of sales, and (4) net income (loss) attributable to us. The following tables present our key operating data for the years ended December 31, 2021, 2022 and 2023 and for the three and six months ended June 30, 2023 and 2024. Certain gallons are included in both fuel and service volumes when the Company sells fuel (product revenue) to a customer and provides maintenance services (service revenue) to the same customer.

Fuel volume, GGEs[1] sold (in millions), correlating to total volume-related product revenue	Year Ended December 31,			Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2022	2023	2023	2024	2023	2024
RNG	167.0	198.2	225.7	58.6	57.1	112.0	115.1
Conventional natural gas	78.8	69.6	62.5	14.1	13.3	29.5	30.3
Total fuel volume	245.8	267.8	288.2	72.7	70.4	141.5	145.4

O&M services volume, GGEs[1] serviced (in millions), correlating to volume-related O&M services revenue	Year Ended December 31,			Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2022	2023	2023	2024	2023	2024
O&M services volume	229.8	240.4	256.9	65.9	67.9	125.5	133.3

Other operating data (in millions)	Year Ended December 31,			Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2022	2023	2023	2024	2023	2024
Station construction cost of sales	$ 15.0	$ 19.4	$ 24.4	$ 5.7	$ 5.5	$ 9.4	$ 11.0
Net loss attributable to Clean Energy Fuels Corp. [2] [3] [4]	$ (93.1)	$ (58.7)	$ (99.5)	$ (16.3)	$ (16.3)	$ (55.0)	$ (34.7)

(1) GGEs are calculated based on the conversion rate of one MMBTU equaling eight GGEs.

(2) Includes $20.7 million, $21.8 million and $20.9 million of AFTC revenue for the years ended December 31, 2021, 2022 and 2023, respectively, $5.1 million and $9.6 million for the three and six months ended June 30, 2023, respectively, $6.0 million and $11.4 million for the three and six months ended June 30, 2024, respectively.

(3) Includes $83.6 million, $24.3 million and $60.6 million of non-cash stock-based sales incentive contra-revenue charges relating to the Amazon Warrant for the years ended December 31, 2021, 2022 and 2023, respectively, $13.9 million and $27.7 million for the three and six months ended June 30, 2023, respectively, and $14.1 million and $27.0 million for the three and six months ended June 30, 2024, respectively.

(4) Includes an unrealized gain (loss) from the change in fair value of commodity swap and customer fueling contracts of $(3.5) million, $0.5 million and $(0.2) million for the years ended December 31, 2021, 2022 and 2023, respectively, and $3.6 million and $0.1 million for the three months ended June 30, 2023 and 2024, respectively, and $1.1 million and $1.7 million for the six months ended June 30, 2023 and 2024, respectively. See Note 6 for more information regarding the commodity swap and customer contracts.

2024 Key Developments

Joint Development Agreement with Maas Energy Works, LLC. In May 2024, we entered into a joint development agreement (the "Maas JDA") with Maas Energy Works, LLC ("Maas") that granted us exclusive rights to acquire, fund and participate in the development of certain ADG RNG production projects at dairy farms. Pursuant to the Maas JDA, we have the option to exercise our exclusive development rights with respect to these projects subject to our due diligence. Any RNG produced from the ADG RNG project(s) will be available to us for sale as vehicle fuel.

East Valley Dairy Farm Bankruptcy. In April 2024, the dairy farm partner to an ADG RNG production project located in East Valley, Idaho that is currently under construction by the 50-50 joint venture between us and BP Products

North American Inc. (the "bpJV") filed for Chapter 11 bankruptcy protection in the Bankruptcy Court for the District of Idaho. The bpJV is party to contracts with the dairy farm partner to lease land and to receive manure feedstock for the ADG RNG production facility currently in construction. The Company is gathering facts, closely monitoring the bankruptcy proceedings, and assessing possible future developments and alternatives. At present, substantial uncertainty exists and a wide range of potential outcomes are possible, from continuing to construct and operate the project as contemplated prior to the bankruptcy proceedings to taking a loss of a substantial part of our investment due to the outcome of the proceedings. In light of this situation, the bpJV has taken steps to vigorously protect its interests in connection with the bankruptcy proceedings and is considering adjusting its capital expenditure schedule for the project, delaying certain expenditures to the extent permitted by the applicable contracts, until more clarity develops.

Business Risks and Uncertainties and Other Trends

Our business and prospects are exposed to numerous risks and uncertainties. For more information, see "Risk Factors" in Part II, Item 1A of this report. In addition, our performance in any period may be affected by various trends in our business and our industry, including certain seasonality trends. See the description of the key trends in our past performance and anticipated future trends included in the MD&A contained in our 2023 Form 10-K. Except as set forth below, and in "Impact of COVID-19, Inflation, Labor Shortage, Material Availability and Interest Rate" above, there have been no material changes to such trends as described in the MD&A contained in our 2023 Form 10-K.

The market for our vehicle fuels is a relatively new and developing market, and has experienced slow, volatile or unpredictable growth in many sectors. For example, to date, adoption and deployment of natural gas vehicles, both in general and in certain of our key customer markets, including heavy-duty trucking, have been slower than we anticipated. Slower growth may occur due to unfavorable macroeconomic events such as inflationary pressures, lingering or reoccurring pandemic effects, supply chain challenges, government regulations related to other alternative fuels or products, or other events.

Market prices for RINs and LCFS Credits can be volatile and unpredictable, and the prices for such credits can be subject to significant fluctuations. The value of RINs and LCFS Credits (derived from market prices) can materially affect our revenue. Prices have fluctuated significantly during 2021, 2022 and 2023 and will likely continue to be volatile.

The market price of our common stock has been and may continue to be volatile and unpredictable. If a decline of our market capitalization were sustained, we may need to perform, and have in the past performed, goodwill impairment tests more frequently and it is possible that our goodwill could become impaired, which could result in material non-cash charges and adversely affect our results of operations.

Debt Compliance

Certain of the agreements governing our outstanding debt, which are discussed in Note 12, have financial and non-financial covenants with which we must comply. As of June 30, 2024, we were in compliance with all of these covenants.

Risk Management Activities

Our risk management activities are discussed in the MD&A contained in our 2023 Form 10-K. During the six months ended June 30, 2024, there were no material changes to these activities.

Critical Accounting Policies and Estimates

The preparation of our condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires the appropriate application of accounting policies, some of which require us to make estimates and assumptions that affect the amounts reported and related disclosures in our condensed consolidated financial statements. We base our estimates on historical experience and various assumptions that we believe are reasonable under the circumstances. To the extent there are differences between these estimates and actual results, our financial condition or results of operations could be materially affected.

Our critical accounting policies and the related judgments and estimates are discussed in the MD&A contained in our 2023 Form 10-K. Except for certain updates relating to our goodwill impairment assessment, which are described below, there have been no other material changes to our critical accounting policies as described in the MD&A contained in our 2023 Form 10-K.

Impairment of Goodwill and Long-Lived Assets

Goodwill represents the excess of costs incurred over the fair value of the net assets of acquired businesses. We assess our goodwill using either a qualitative or quantitative approach to determine whether it is more likely than not that the fair value of our reporting unit is less than its carrying value. We are required to use judgment when applying the goodwill impairment test, including, among other considerations, the identification of reporting unit(s), the assessment of qualitative factors, and the estimation of fair value of a reporting unit in the quantitative approach. We determined that we are a single reporting unit for the purpose of goodwill impairment test. We perform the impairment test annually on October 1st, or more frequently if facts or circumstances change that would indicate that the carrying amount may be impaired.

The qualitative goodwill assessment includes the potential effect on a reporting unit's fair value of certain events and circumstances, including its enterprise value, macroeconomic conditions, industry and market considerations, cost factors, and other relevant entity-specific events. If it is determined, based upon the qualitative assessment, that it is more likely than not that the reporting unit's fair value is less than its carrying amount, then a quantitative impairment test is performed. Alternatively, we may bypass the qualitative assessment for a reporting unit and directly perform the quantitative goodwill impairment test.

The quantitative goodwill impairment test estimates the reporting unit's fair value based on its market value of invested capital plus a market participant acquisition premium derived from recent merger and acquisition transactions in comparable industry and market sectors as those in which the Company operates. The estimates, including the estimation methodology, used to determine the fair value of the reporting unit may change based on results of operations, macroeconomic conditions, stock price fluctuations or other factors. Changes in these estimates could materially affect our assessment of the fair value and goodwill impairment for the reporting unit.

Due to a decline in the market price of our common stock subsequent to December 31, 2023, we performed an interim quantitative goodwill impairment test as of June 30, 2024 for our single reporting unit as described above, which resulted in a fair value, based on its market value of invested capital plus a market participant acquisition premium, that exceeded carrying value by 6% or $59.4 million. Although, subsequent to June 30, 2024, there have been further declines in the market price of our common stock and in our market capitalization, we have not deemed that such declines will be sustained nor have we identified other events or circumstances that would more likely than not reduce the fair value of our reporting unit to below its carrying value on a sustained basis. As such, we believe the reporting unit's goodwill as of June 30, 2024 was not impaired. It is possible that our goodwill could become impaired if we determine in a subsequent period that the fair value of our reporting unit was less than its carrying amount on a sustained basis, which could result in a material charge and adversely affect our results of operations.

We review the carrying value of our long-lived assets, including property and equipment and intangible assets with finite useful lives, for impairment whenever events or changes in circumstances indicate that the carrying value of an asset or asset group may not be recoverable. Events that could result in an impairment review include, among others, a significant decrease in the operating performance of a long-lived asset or asset group or the decision to close a fueling station. Impairment testing involves a comparison of the sum of the undiscounted future cash flows of the asset or asset group to its carrying amount. If the sum of the undiscounted future cash flows exceeds the carrying amount, then no impairment exists. If the carrying amount exceeds the sum of the undiscounted future cash flows, then a second step is performed to determine the amount of impairment, if any, to be recognized. An impairment loss is recognized to the extent that the carrying amount of the asset or asset group exceeds its fair value. The fair value of the asset or asset group is based on estimated discounted future cash flows of the asset or asset group using a discount rate commensurate with the related risk. The estimate of future cash flows requires management to make assumptions and to apply judgment, including forecasting future sales and expenses and estimating useful lives of the assets. These estimates can be affected by a number

of factors, including, among others, future results, demand and economic conditions, many of which can be difficult to predict.

Recently Adopted and Recently Issued Accounting Standards

See Note 1 for a description of recently adopted accounting standards and recently issued accounting standards pending adoption.

Results of Operations

The table below presents, for each period indicated, each line item of our statements of operations data as a percentage of our total revenue for the period. Additionally, the narrative that follows provides a comparative discussion of certain of these line items between the periods indicated. Historical results are not indicative of the results to be expected in the current period or any future period.

Three Months Ended June 30, 2024 Compared to Three Months Ended June 30, 2023

	Three Months Ended June 30,	
	2023	2024
Statements of Operations Data:		
Revenue:		
Product revenue	83.5 %	84.7 %
Service revenue	16.5	15.3
Total revenue	100.0	100.0
Operating expenses:		
Cost of sales (exclusive of depreciation and amortization shown separately below):		
Product cost of sales	61.4	55.0
Service cost of sales	9.5	10.2
Selling, general and administrative	31.5	28.9
Depreciation and amortization	12.0	11.5
Total operating expenses	114.4	105.6
Operating loss	(14.4)	(5.6)
Interest expense	(4.8)	(8.1)
Interest income	3.1	3.7
Other income (expense), net	—	—
Loss from equity method investments	(2.1)	(5.9)
Loss before income taxes	(18.2)	(15.9)
Income tax (expense) benefit	0.1	(0.8)
Net loss	(18.1)	(16.7)
Loss attributable to noncontrolling interest	0.2	0.2
Net loss attributable to Clean Energy Fuels Corp.	(17.9)%	(16.5)%

Product revenue. Product revenue for the three months ended June 30, 2024 increased by $7.4 million to $83.0 million, representing 84.7% of total revenue, compared to $75.6 million, representing 83.5% of total revenue, for the three months ended June 30, 2023. The increase was primarily due to (1) increased volumes of vehicle fueling at our stations and increased bulk fuel sales into the marine sector, with partial offsets due to lower underlying natural gas commodity costs, lower volumes of RNG fuel sold outside our station network in the second quarter of 2024, and an increase of $0.2 million in non-cash stock-based sales incentive contra-revenue charges relating to the Amazon Warrant driven by higher customer fuel purchases, resulting in a $4.1 million net increase in fuel sales from the prior year period. Additionally, (2) an increase in RIN revenue of $4.1 million principally attributable to higher average RIN prices, (3) an increase in LCFS revenue of $2.0 million primarily due to greater number of LCFS credits being transacted in the second quarter of 2024 combined with a greater mix of low carbon intensity RNG from dairies, partially offset by lower LCFS credit prices in the second quarter of 2024, and (4) an increase in AFTC revenue of $0.9 million in part due to higher bulk fuel sales into the

marine sector all contributed to the increase in product revenue in the second quarter of 2024 when compared to the same period in 2023. The increase in product revenue between periods was partially offset by (1) a change in fair value of our commodity swap and customer contracts entered into in connection with our truck financing program, as we recognized an unrealized gain of $0.1 million in the three months ended June 30, 2024 compared to an unrealized gain of $3.6 million in the same period of the prior year and (2) a decrease in station construction sales of $0.2 million due to decreased construction activities.

Service revenue. Service revenue for the three months ended June 30, 2024 increased $0.1 million to $15.0 million, representing 15.3% of total revenue, compared to $14.9 million, representing 16.5% of total revenue, for the three months ended June 30, 2023. The increase was primarily due to an increase in GGEs serviced.

Product cost of sales. Product cost of sales for the three months ended June 30, 2024 decreased by $1.7 million to $53.9 million, representing 55.0% of total revenue, from $55.6 million, representing 61.4% of total revenue, in the three months ended June 30, 2023. The decrease was primarily due to lower GGEs of fuel sold and a $0.1 million decrease in station construction costs.

Service cost of sales. Service cost of sales for the three months ended June 30, 2024 increased by $1.4 million to $10.0 million, representing 10.2% of total revenue, compared with $8.6 million or 9.5% of total revenue in the three months ended June 30, 2023. The increase was primarily due to an increase in GGEs serviced.

Selling, general and administrative. Selling, general and administrative expenses decreased by $0.2 million to $28.3 million in the three months ended June 30, 2024, from $28.5 million in the three months ended June 30, 2023. The decrease was primarily driven by a $3.2 million decrease in stock-based compensation expense due to vesting of equity awards granted in prior years, partially offset by a $1.4 million increase in salaries and benefits due to higher headcount and a $1.6 million increase in general business, selling and administrative expenses.

Depreciation and amortization. Depreciation and amortization increased by $0.4 million to $11.3 million in the three months ended June 30, 2024, from $10.9 million in the three months ended June 30, 2023. The increase was primarily due to higher amount of depreciable assets.

Interest expense. Interest expense increased by $3.5 million to $7.9 million in the three months ended June 30, 2024, from $4.4 million in the three months ended June 30, 2023, primarily due to (1) higher outstanding indebtedness and (2) higher amortization of debt discount and issuance costs.

Interest income. Interest income increased by $0.8 million to $3.6 million in the three months ended June 30, 2024, from $2.8 million in the three months ended June 30, 2023, primarily due to higher average interest rates of the Company's short-term investments and loan receivables.

Loss from equity method investments. Loss from equity method investments increased by $3.9 million to $5.8 million in the three months ended June 30, 2024, from $1.9 million in the three months ended June 30, 2023, due to the operating results of SAFE&CEC S.r.l., Rimere, and our joint venture(s) with TotalEnergies and bp.

Income tax (expense) benefit. Income tax benefit was $0.1 million for the three months ended June 30, 2023. We recognized an income tax expense of $0.8 million for the three months ended June 30, 2024. Income tax expense and/or benefit is primarily related to deferred taxes associated with goodwill and the Company's expected state tax expense.

Loss attributable to noncontrolling interest. During each of the three months ended June 30, 2023 and 2024, we recorded a gain of $0.2 million for the noncontrolling interest in the net loss of NG Advantage, LLC ("NG Advantage"). The noncontrolling interest in NG Advantage represents a 6.7% minority interest that was held by third parties during both the 2023 and 2024 periods.

Six Months Ended June 30, 2024 Compared to Six Months Ended June 30, 2023

	Six Months Ended June 30,	
	2023	2024
Statements of Operations Data:		
Revenue:		
Product revenue	87.7 %	85.5 %
Service revenue	12.3	14.5
Total revenue	100.0	100.0
Operating expenses:		
Cost of sales (exclusive of depreciation and amortization shown separately below):		
Product cost of sales	78.7	59.7
Service cost of sales	7.3	9.5
Selling, general and administrative	26.1	27.1
Depreciation and amortization	9.7	11.1
Total operating expenses	121.8	107.4
Operating loss	(21.8)	(7.4)
Interest expense	(3.9)	(7.8)
Interest income	2.5	3.6
Other income (expense), net	—	—
Loss from equity method investments	(1.7)	(5.6)
Loss before income taxes	(24.9)	(17.2)
Income tax (expense) benefit	0.1	(0.3)
Net loss	(24.8)	(17.5)
Loss attributable to noncontrolling interest	0.1	0.2
Net loss attributable to Clean Energy Fuels Corp.	(24.7)%	(17.3)%

Product revenue. Product revenue for the six months ended June 30, 2024 decreased by $23.0 million to $172.4 million, representing 85.5% of total revenue, compared to $195.4 million, representing 87.7% of total revenue, for the six months ended June 30, 2023. The decrease was primarily due to (1) lower average prices on fuel sold driven by a decrease in the prices of natural gas, partially offset by an increase in total GGEs of fuel sold and a decrease of $0.7 million in non-cash stock-based sales incentive contra-revenue charges relating to the Amazon Warrant due to zero amortization relating to customer incentive asset in the six months ended June 30, 2024 partially offset by higher customer fuel purchases, resulting in a $34.6 million net decrease in fuel sales from the prior year period. In addition, (2) a decrease in LCFS revenue of $0.5 million primarily resulting from lower average LCFS prices also contributed to the decrease in product revenue for the six months ended June 30, 2024 when compared to the same period in 2023. The decrease in product revenue between periods was partially offset by (1) an increase in RIN revenue of $8.4 million principally attributable to higher average RIN prices, (2) an increase in AFTC revenue of $1.8 million primarily due to higher fuel volumes in the six months ended June 30, 2024 when compared to the same period in the prior year, (3) a change in fair value of our commodity swap and customer contracts entered into in connection with our truck financing program, as we recognized an unrealized gain of $1.7 million in the six months ended June 30, 2024 compared to an unrealized gain of $1.1 million in the same period of 2023, and (4) an increase in station construction sales of $1.3 million due to increased construction activities.

Service revenue. Service revenue for the six months ended June 30, 2024 increased $2.0 million to $29.3 million, representing 14.5% of total revenue, compared to $27.3 million, representing 12.3% of total revenue, for the six months ended June 30, 2023. The increase was primarily due to an increase in GGEs serviced.

Product cost of sales. Product cost of sales for the six months ended June 30, 2024 decreased by $54.9 million to $120.3 million, representing 59.7% of total revenue, from $175.2 million, representing 78.7% of total revenue, in the six months ended June 30, 2023. The decrease was primarily due to lower average prices of natural gas in the six months ended June 30, 2024 when compared to those in the same period in the prior year. In 2023, there was a significant rise in the cost of natural gas in California during January and February. The effects of lower natural gas prices in the six months

ended June 30, 2024 were partially offset by an increase in GGEs of fuel sold and a $1.6 million increase in station construction costs.

Service cost of sales. Service cost of sales for the six months ended June 30, 2024 increased by $3.0 million to $19.2 million, representing 9.5% of total revenue, compared with $16.2 million or 7.3% of total revenue in the six months ended June 30, 2023. The increase was primarily due to an increase in GGEs serviced.

Selling, general and administrative. Selling, general and administrative expenses decreased by $3.6 million to $54.6 million in the six months ended June 30, 2024, from $58.2 million in the six months ended June 30, 2023. The decrease was primarily driven by a $6.7 million decrease in stock-based compensation expense due to vesting of equity awards granted in prior years, partially offset by a $2.0 million increase in salaries and benefits due to higher headcount and a $1.1 million increase in general business, selling and administrative expenses.

Depreciation and amortization. Depreciation and amortization increased by $0.8 million to $22.4 million in the six months ended June 30, 2024, from $21.6 million in the six months ended June 30, 2023. The increase was primarily due to higher amount of depreciable assets.

Interest expense. Interest expense increased by $7.0 million to $15.7 million in the six months ended June 30, 2024, from $8.7 million in the six months ended June 30, 2023, primarily due to (1) higher outstanding indebtedness and (2) higher amortization of debt discount and issuance costs.

Interest income. Interest income increased by $1.7 million to $7.2 million in the six months ended June 30, 2024, from $5.5 million in the six months ended June 30, 2023, primarily due to higher average interest rates of the Company's short-term investments and loan receivables.

Loss from equity method investments. Loss from equity method investments increased by $7.4 million to $11.2 million in the six months ended June 30, 2024, from $3.8 million in the six months ended June 30, 2023, due to the operating results of SAFE&CEC S.r.l., Rimere, and our joint venture(s) with TotalEnergies and bp.

Income tax (expense) benefit. Income tax benefit was $0.1 million for the six months ended June 30, 2023. We recognized an income tax expense of $0.6 million for the six months ended June 30, 2024. Income tax expense and/or benefit is primarily related to deferred taxes associated with goodwill and the Company's expected state tax expense.

Loss attributable to noncontrolling interest. During each of the six months ended June 30, 2023 and 2024, we recorded a gain of $0.3 million for the noncontrolling interest in the net loss of NG Advantage. The noncontrolling interest in NG Advantage represents a 6.7% minority interest that was held by third parties during both the 2023 and 2024 periods.

Liquidity and Capital Resources

Liquidity

Liquidity is the ability to meet present and future financial obligations through operating cash flows, the sale or maturity of investments or the acquisition of additional funds through capital management. Our financial position and liquidity are, and will continue to be, influenced by a variety of factors, including the level of our outstanding indebtedness and the principal and interest we are obligated to pay on our indebtedness; the amount and timing of any capital calls related to the joint venture(s) with TotalEnergies and/or bp, or any other joint venture we may enter into in the future; the amount and timing of any additional debt or equity financing we may pursue; our capital expenditure requirements; any merger, divestiture or acquisition activity; and our ability to generate cash flows from our operations. We expect cash provided by our operating activities to fluctuate as a result of a number of factors, including our operating results and the factors that affect these results, including the amount and timing of our vehicle fuel sales, station construction sales, sales of RINs and LCFS Credits and recognition of government credits, grants and incentives, if any; fluctuations in commodity, station construction and labor costs; supply chain issues and unfavorable macroeconomic events, including inflationary pressures; environmental credit prices; variations in the fair value of certain of our derivative instruments that are recorded in revenue; and the amount and timing of our billing, collections and liability payments.

Cash Flows

Operating Activities. Cash provided by operating activities was $21.4 million in the six months ended June 30, 2024, compared to cash used in operating activities of $7.0 million in the comparable 2023 period. The increase in cash provided by operating activities was primarily attributable to higher contributions relating to the procurement and sales of natural gas in the six months ended June 30, 2024 when compared to the same period in 2023. Additionally, changes in working capital resulting from the timing of cash receipts, accruals, billings and payments of cash contributed to the increase in cash provided by operating activities in the six months ended June 30, 2024 when compared to the same period in 2023.

Investing Activities. Cash used in investing activities was $3.9 million in the six months ended June 30, 2024, compared to cash used in investing activities of $62.0 million in the comparable 2023 period. The decrease in cash used in investing activities was primarily attributable to a $31.3 million increase in net maturities of short-term investments in the six months ended June 30, 2024 when compared to the same period in 2023, a $20.1 million net decrease in capital expenditures on property and equipment and on RNG production projects, a $1.1 million decrease in net disbursements for loan receivables and advances, a $5.3 million decrease in investments in other entities, and a $0.3 million receipt from insurance claims.

Financing Activities. Cash provided by financing activities was $0.9 million in the six months ended June 30, 2024, compared to $2.2 million used in financing activities in the comparable 2023 period. The increase in cash provided by financing activities was primarily attributable to higher cash receipts of incentive payments relating to our Adopt-a-Port program and lower cash payments of debt issuance fees relating to our debt instruments, partially offset by lower cash receipts from exercise of stock options.

Capital Expenditures, Indebtedness and Other Uses of Cash

We require cash to fund our capital expenditures, operating expenses and working capital and other requirements, including costs associated with fuel sales; outlays for the design and construction of new fueling stations; additions or other modifications to existing fueling stations; RNG production facilities; debt repayments and repurchases; repurchases of common stock; purchases of heavy-duty trucks that use our fuels; additions or modifications of LNG production facilities; supporting our operations, including maintenance and improvements of our infrastructure; supporting our sales and marketing activities, including support of legislative and regulatory initiatives; financing vehicles for our customers; any investments in other entities; any mergers or acquisitions, including acquisitions to expand our RNG production capacity; pursuing market expansion as opportunities arise, including geographically and to new customer markets; and to fund other activities or pursuits and for other general corporate purposes.

Our business plan calls for approximately $60.0 million in capital expenditures in 2024. These capital expenditures primarily relate to the construction of fueling stations, IT software and equipment and LNG plant costs, and we expect to fund these expenditures primarily through cash on hand and cash generated from operations. Further, in 2024, we anticipate deploying up to approximately $120.0 million to develop ADG RNG production facilities. As of June 30, 2024, we have invested $278.4 million in the development of ADG RNG production facilities, which includes $239.2 million contributed to our joint ventures.

We had total indebtedness, consisting of our debt and finance leases, of approximately $303.6 million in principal amount as of June 30, 2024, of which approximately $1.2 million, $1.1 million, $0.7 million, $0.5 million, $0.1 million and $300.0 million are expected to become due in 2024, 2025, 2026, 2027, 2028 and thereafter, respectively. Based on our outstanding indebtedness and applicable interest rates as of June 30, 2024, we expect our total interest payment obligations relating to our indebtedness to be approximately $29.2 million in 2024, $14.4 million of which had been paid when due as of June 30, 2024. We plan to and believe we are able to make all expected principal and interest payments in the next 12 months.

We also have indebtedness, including the amount representing interest, from our operating leases of approximately $164.4 million as of June 30, 2024, of which approximately $8.1 million, $17.4 million, $17.3 million, $17.4 million, $16.6 million and $87.6 million are expected to become due in 2024, 2025, 2026, 2027, 2028 and thereafter, respectively.

We intend to make payments under our various debt instruments when due and pursue opportunities for earlier repayment and/or refinancing if and when these opportunities arise. Although we believe we have sufficient liquidity and capital resources to repay our debt coming due in the next 12 months, we may elect to suspend, or limit repurchases under, our share repurchase program or pursue alternatives, such as refinancing, or debt or equity offerings, to increase our cash management flexibility.

Sources of Cash

Historically, our principal sources of liquidity have consisted of cash on hand; cash provided by our operations, including, if available, AFTC and other government credits, grants and incentives; cash provided by financing activities; and sales of assets. As of June 30, 2024, excluding current portion of restricted cash, we had total cash and cash equivalents and short-term investments of $249.3 million, compared to $263.1 million as of December 31, 2023.

We expect cash provided by our operating activities to fluctuate depending on our operating results, which can be affected by the factors described above, as well as the other factors described in this MD&A and Part II, Item 1A. “Risk Factors” of this report.

Subject to the following paragraph, we believe our cash and cash equivalents and short-term investments and anticipated cash provided by our operating and current or future financing activities will satisfy our expected business requirements for at least the 12 months following the date of this report. Subsequent to that period, we may need to raise additional capital to fund any planned or unanticipated capital expenditures, investments, debt repayments, share repurchases or other expenses that we cannot fund through cash on-hand, cash provided by our operations or other sources. Moreover, we may use our cash resources faster than we predict due to unexpected expenditures or higher-than-expected expenses due to unfavorable macroeconomic events, including inflationary pressures or otherwise, in which case we may need to seek capital from alternative sources sooner than we anticipate. The timing and necessity of any future capital raise would depend on various factors, including our rate and volume of, and prices for, natural gas fuel sales and other volume-related activity, new station construction, debt repayments (either before or at maturity) and any potential mergers, acquisitions, investments, divestitures or other strategic relationships we may pursue, as well as the other factors that affect our revenue and expense levels as described in this MD&A and elsewhere in this report.

If we deploy additional capital to develop ADG RNG production facilities and fueling stations to support contracted RNG fueling volume, we could be required to raise additional capital.

We may raise additional capital through one or more sources, including, among others, obtaining equity capital, including through offerings of our common stock or other securities, obtaining new or restructuring existing debt, selling assets, or any combination of these or other potential sources of capital. We may not be able to raise capital when needed, on terms that are favorable to us or our stockholders or at all. Any inability to raise necessary capital may impair our ability to develop and maintain fueling infrastructure, invest in strategic transactions or acquisitions or repay our outstanding indebtedness and may reduce our ability to support and build our business and generate sustained or increased revenue.

Off-Balance Sheet Arrangements

As of June 30, 2024, we had the following off-balance sheet arrangements that have had, or are reasonably likely to have, a material current or future effect on our financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources:

- Outstanding surety bonds for construction contracts and general corporate purposes totaling $77.9 million;
- A loan commitment to an equity method investee;
- Quarterly fixed-price natural gas purchase contracts with take-or-pay commitments; and
- One long-term natural gas sale contract with a fixed supply commitment.

We provide surety bonds primarily for construction contracts in the ordinary course of our business, as a form of guarantee. No liability has been recorded in connection with our surety bonds because, based on historical experience and

available information, we do not believe it is probable that any amounts will be required to be paid under these arrangements for which we will not be reimbursed.

We entered into a note purchase agreement, dated January 8, 2024, with Rimere, an equity method investee, pursuant to which we committed to make available up to $10.0 million in delayed draw loans to support Rimere's working capital requirements (see Note 17).

As of June 30, 2024, we have quarterly fixed-price natural gas purchase contracts with take-or-pay commitments extending through March 2025.

In addition, as of June 30, 2024, we have a fixed supply arrangement with UPS for the supply and sale of 170.0 million GGEs of RNG through March 2026.

Item 3.—Quantitative and Qualitative Disclosures about Market Risk

In the ordinary course of our business, we are exposed to various market risks, including commodity price risks, risks related to foreign currency exchange rates, and risks related to fluctuations in interest rates.

Commodity Price Risk

We are subject to market risk with respect to our sales of natural gas, which have historically been subject to volatile market conditions. Our exposure to market risk is heightened when we have a fixed-price sales contract with a customer that is not covered by a futures contract, or when we are otherwise unable to pass through natural gas price increases to customers. Natural gas prices and availability are affected by many factors, including, among others, drilling activity, supply, weather conditions, the global trade environment, overall economic conditions and foreign and domestic government regulations.

Natural gas costs represented $190.6 million of our total cost of sales in 2023 and $61.2 million of our total cost of sales for the six months ended June 30, 2024.

In addition, we are exposed to market price risk relating to the diesel-to-natural gas price spread associated with the natural gas fuel supply commitments we make in our fueling agreements with fleet operators who participate in the Company's truck financing program.

Foreign Currency Exchange Rate Risk

For the three and six months ended June 30, 2024, our primary exposure to foreign currency exchange rates relates to our Canadian operations that had certain outstanding accounts receivable and accounts payable denominated in Canadian dollar, which were not hedged.

We performed a sensitivity analysis to estimate our exposure to market risk with respect to our monetary transactions denominated in a foreign currency. If the exchange rates on these assets and liabilities were to fluctuate by 10% from the rates as of June 30, 2024, we would expect a corresponding fluctuation in the value of the net assets to be approximately $0.1 million.

Interest Rate Risk

As of June 30, 2024, we had no debt that bears a variable rate of interest. Certain LIBOR tenors were discontinued after 2021 with other LIBOR tenors discontinued after June 2023. We intend to monitor the developments with respect to the discontinuance of LIBOR and work with our lenders to minimize the effect of such a discontinuance on our financial condition and results of operations. To date, the effect of the discontinuance of LIBOR on us and on our debt instruments has not been material. However, if our lenders have increased costs due to changes in LIBOR, we may experience potential increases in interest rates on our variable rate debt or fees on our fixed rate debt, which could adversely affect our interest expense, results of operations and cash flows.

Item 4.—Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Our management carried out an evaluation, with the participation of our Chief Executive Officer and Chief Financial Officer (our principal executive and principal financial officers, respectively), of the effectiveness of our disclosure controls and procedures as of June 30, 2024. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2024.

Changes in Internal Control over Financial Reporting

We regularly review and evaluate our internal control over financial reporting, and from time to time we may make changes to our processes and systems to improve controls or increase efficiencies. Such changes may include, among others, implementing new and more efficient systems, consolidating activities, and migrating processes.

There were no changes in our internal control over financial reporting that occurred during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Disclosure Controls and Procedures and Internal Control Over Financial Reporting

In designing our disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well-designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of our controls and procedures must reflect the fact that there are resource constraints, and management necessarily applies its judgment in evaluating the benefits of possible controls and procedures relative to their costs. Because of these inherent limitations, our disclosure and internal controls may not prevent or detect all instances of fraud, misstatements or other control issues. In addition, projections of any evaluation of the effectiveness of disclosure or internal controls to future periods are subject to risks, including, among others, that controls may become inadequate because of changes in conditions or that compliance with policies or procedures may deteriorate.

PART II.—OTHER INFORMATION

Item 1. —Legal Proceedings

From time to time, we may become involved in various legal proceedings that arise in the ordinary course of our business, including lawsuits, claims, audits, government enforcement actions and related matters. It is not possible to predict when or if these proceedings may arise, nor is it possible to predict the outcome of any proceedings that do arise, including, among other things, the amount or timing of any liabilities we may incur, and any such proceedings could have a material effect on us regardless of outcome. In the opinion of management, however, we are not a party, and our properties are not subject, to any pending legal proceedings that are material to us.

Item 1A. Risk Factors

An investment in our Company involves a high degree of risk of loss. You should carefully consider the risk factors discussed below and all of the other information included in this report before you make any investment decision regarding our securities. We believe the risks and uncertainties described below are the most significant we face, but additional risks and uncertainties not known to us or that we currently deem immaterial could also be or become significant. The occurrence of any of these risks could harm our business, financial condition, results of operations, prospects and reputation and could cause the trading price of our common stock to decline.

Risks Related to Our Business

Our success is dependent on the willingness of fleets and other customers to adopt our vehicle fuels, which may not occur in a timely manner, at expected levels or at all.

Our success is highly dependent on the adoption by fleets and other customers of our RNG and conventional natural gas vehicle fuels. The market for our vehicle fuels has experienced slow, volatile and unpredictable growth in many sectors. For example, adoption and deployment of our vehicle fuels in heavy-duty trucking has been slower and more limited than we anticipated. Also, other important fleet markets, including airports and public transit, had slower volume and customer growth in recent years that may continue. If the market for our vehicle fuels does not develop at improved rates or levels, or if a market develops but we are not able to capture a significant share of the market or the market subsequently declines, our business, prospects, financial condition, and operating results would be harmed.

Factors that may influence the adoption of our vehicle fuels, many of which are beyond our control, include, among others: lack of demand for trucks that use our vehicle fuels; adoption or expansion of government policies, programs, funding or incentives, or increased publicity or popular sentiment in favor of vehicles or fuels other than RNG and natural gas, including long-standing support for diesel-powered vehicles, changes to emissions requirements applicable to vehicles and fleets powered by diesel, RNG, natural gas, or other vehicle fuels and/or growing support for electric and hydrogen-powered vehicles; limitations on the capabilities of utilities to provide services to meet our requirements. For example, natural gas utilities may be unable to expand piping or provide services for new expansions, and electric utilities may lack the capacity to provide service for our projects; perceptions about the benefits of our vehicle fuels relative to diesel and other alternative vehicle fuels, including with respect to factors such as supply, cost savings, environmental benefits and safety; increases, decreases or volatility in the supply, demand, use and prices of crude oil, diesel, RNG, natural gas and other vehicle fuels, such as electricity, hydrogen, renewable diesel, biodiesel and ethanol; inertia among fleets and fleet vehicle operators, who may be unable or unwilling to prioritize converting a fleet to our vehicle fuels over an operator’s other general business concerns, particularly if the operator is not sufficiently incentivized by emissions regulations or other requirements or lacks demand for the conversion from its customers, drivers, or other stakeholders; vehicle cost, fuel efficiency, availability, quality, safety, convenience (to fuel and service), design, performance and residual value, as well as operator perception with respect to these factors, generally and in our key customer markets and relative to comparable vehicles powered by other fuels; the development, production, cost, availability, performance, sales and marketing and reputation of engines that are well-suited for the vehicles used in our key customer markets, including heavy-duty trucks and other fleets; increasing competition in the market for vehicle fuels generally, and the nature and effect of competitive developments in this market, including improvements in or perceived advantages of other vehicle fuels and engines powered by these fuels; the impact of federal or state laws, orders or regulations mandating new or additional limits on GHG emissions, “tailpipe” emissions or internal combustion engines,

including the Advanced Clean Trucks regulation, the September 2020 Executive Order, the Advanced Clean Fleets regulation and the 2021 Executive Order (each as defined below); the availability and effect of environmental, tax or other government regulations, programs or incentives that promote our products or other alternatives as a vehicle fuel, including certain programs under which we generate credits by selling RNG as a vehicle fuel, as well as the market prices for such credits; and emissions and other environmental regulations and pressures on producing, transporting, and dispensing our fuels.

In addition, as our customers and partners react to economic conditions and the potential for a global recession, they may reduce spending and take additional precautionary measures to limit or delay expenditures and preserve capital and liquidity. Reductions in spending, delays in purchasing decisions, lack of renewals, inability to attract new customers, uncertainty about business continuity as well as pressure for extended billing terms or pricing discounts, could limit our ability to grow our business and negatively affect our operating results and financial condition.

We are dependent on the production of vehicles and engines in our key customer and geographic markets by manufacturers, over which we have no control.

Vehicle and engine manufacturers control the development, production, quality assurance, cost and sales and marketing of their products, which shapes the performance, availability and reputation of these products in the marketplace. We are dependent on these manufacturers to succeed in our target markets, and we have no influence or control over their activities. A small number of manufacturers, chiefly Cummins, produce engines that use our vehicle fuels. The number of manufacturers making vehicles that use our fuels is limited as well. These manufacturers may decide not to expand or maintain, or may decide to discontinue or curtail, their engine or vehicle product lines for a variety of reasons, including as a result of the adoption of government policies or programs such as the Advanced Clean Trucks regulation, the September 2020 Executive Order and the Advanced Clean Fleets regulation. The limited production of engines and vehicles that use our fuels increases their cost and limits availability, which restricts large-scale adoption, and may reduce resale value, which may contribute to operator reluctance to convert their fleets to vehicles that use our fuels. In addition, some operators have communicated to us that earlier models of heavy-duty truck engines using our fuels have a reputation for unsatisfactory performance, and that this reputation or their first-hand experiences of such performance may be a factor in operator decisions regarding whether to convert their fleets to vehicles that use our fuels. If manufactures of vehicles and engines that use our fuels develop unsatisfactory vehicles or engines, then our business, financial condition, and results of operations may be adversely affected.

Our RNG business may not be successful.

Our RNG business consists of procuring RNG from projects we plan to develop and own or from projects owned by third-party producers and reselling this RNG through our fueling infrastructure. The success of our RNG business depends on our ability to secure, on acceptable terms, a sufficient supply of RNG; sell this RNG in adequate volumes and at prices that are attractive to customers and produce acceptable margins for us; and sell Environmental Credits we may generate under applicable federal or state programs from our sale of RNG as a vehicle fuel at favorable prices as well as our ability to appropriately balance supply we take with demand from customers. Our ability to maintain an adequate supply of RNG is subject to risks affecting RNG production, including unpredictable production levels or other difficulties due to, among others, problems with equipment, severe weather, droughts, financial condition or bankruptcy or insolvency of the applicable ADG and LFG source owner, health crises and pandemics, construction delays, technical difficulties, high operating costs, limited availability, unfavorable composition of collected feedstock gas, and plant shutdowns caused by upgrades, expansion, required maintenance, or other operational issues. The agriculture industry generally, and the dairy industry in particular, are subject to risks and uncertainties that may lead to financial and other challenges impacting RNG production levels and potentially our future investments in RNG projects. For example, various entities with whom we have contracted for our project in East Valley, Idaho filed for Chapter 11 bankruptcy protection in April 2024, which could have a material adverse impact on our RNG production at and investment in that project.

Our ability to balance supply with demand from customers is subject to risk where we are committed to acquire RNG produced by third-party producers that could exceed the level of demand of our customers. If we are unable to maintain an adequate supply of RNG or are oversupplied with RNG versus customer demand, our business, financial condition, and performance could be negatively affected. In addition, increasing demand for RNG will result in more

robust competition for supplies of RNG, including from other vehicle fuel providers, gas utilities and other users and providers. If we or any of our RNG suppliers experience these or other difficulties in RNG production processes, or if competition for RNG development projects and supply increases, then our supply of RNG and our ability to resell it as a vehicle fuel could be jeopardized.

Our ability to generate revenue from our sale of RNG or our generation and sale of Environmental Credits depends on many factors, including the markets for RNG as a vehicle fuel and for Environmental Credits. The markets for Environmental Credits have been volatile and unpredictable in recent periods, and the prices for these credits are subject to fluctuations. Additionally, the value of Environmental Credits, and consequently the revenue levels we may receive from our sale of these credits, may be adversely affected by changes to the federal and state programs under which these credits are generated and sold, prices for and use of oil, diesel or gasoline, the inclusion of additional qualifying fuels in the programs, increased production and use of other fuels in the programs, or other conditions. Our ability to generate revenue from sales of Environmental Credits depends on our strict compliance with these federal and state programs, which are complex and can involve a significant degree of judgment. If the agencies that administer and enforce these programs disagree with our judgments, otherwise determine we are not in compliance, conduct reviews of our activities or make changes to the programs, then our ability to generate or sell these credits could be restricted, permanently limited, or lost entirely, and we could also be subject to fines or other sanctions. Any of these outcomes could force us to purchase credits in the open market to cover any credits we have contracted to sell, retire credits we may have generated but not yet sold, reduce or eliminate a significant revenue stream, or incur substantial additional and unplanned expenses. Any permanent or temporary discontinuation or suspension of federal and state programs that provide credits, grants and incentives, such as the AFTC, would also adversely impact our revenue. Moreover, in the absence of programs that allow us to generate and sell Environmental Credits or other federal and state programs that support the RNG vehicle fuel market, or if our customers are not willing to pay a premium for RNG, we may be unable to operate our RNG business profitably or at all.

Our commercial success depends on our ability and the ability of our third-party supply sources to successfully develop and operate projects and produce expected volumes of RNG.

Our specific focus on RNG exposes us to risks related to the supply of and demand for RNG and Environmental Credits, the cost of capital expenditures, government regulation, and economic conditions, among other factors. As an RNG supplier we may also be negatively affected by lower RNG production resulting from lack of feedstock, mechanical breakdowns, faulty technology, competitive markets, or changes to the laws and regulations that mandate the use of renewable energy sources.

In addition, other factors related to the development and operation of renewable energy projects could adversely affect our business, including: (i) changes in pipeline gas quality standards or other regulatory changes that may limit our ability to transport RNG on pipelines for delivery to vehicles or increase the costs of processing RNG to allow for such deliveries; (ii) construction risks, including the risk of delay, that may arise because of inclement weather, natural disasters, accidents, labor disruptions, disputes, or increases in costs for or shortages of equipment and construction materials; (iii) operating risks; (iv) weather conditions; (v) financial condition of the applicable source owner, including obstacles to their ability to adequately fund their operations or pay vendors and creditors; (vi) health of the applicable dairy herd; (vii) consolidation in the dairy industry; (viii) budget overruns; (ix) possible liabilities because of unforeseen environmental, construction, technological or other complications; (x) failures or delays in obtaining desired or necessary rights, including leases and feedstock agreements; (xi) diseases and health crises; and (xii) failures or delays in obtaining and keeping in good standing permits, authorizations and consents from local city, county, state and U.S. federal governments as well as local and U.S. federal governmental organizations. Any of these factors could prevent completion or operation of projects, or otherwise adversely affect our business, financial condition, and results of operations.

Acquisition, financing, construction, and development of projects by us or our partners that own projects and divestitures, investments or other strategic relationships, may not commence on anticipated timelines or at all, may not meet expectations, and may otherwise harm our business.

Our strategy is to continue to expand, including through the acquisition of additional projects and by signing additional supply agreements with third-party project owners. From time to time, we and our partners enter into nonbinding

letters of intent for projects. Until the negotiations are final, however, and the parties have executed definitive documentation, we or our partners may not be able to consummate any development or acquisition transactions, or any other similar arrangements, on the terms set forth in the applicable letter of intent or at all. The acquisition, financing, construction and development of projects involves numerous risks, including: the ability to obtain financing for a project on acceptable terms or at all; difficulties in identifying, obtaining, and permitting suitable sites for new projects; failure to obtain all necessary rights to land access and use; inaccuracy of assumptions with respect to the cost and schedule for completing construction; inaccuracy of assumptions with respect to the biogas potential, including quality, volume, and asset life; delays in deliveries or increases in the price of equipment; permitting and other regulatory issues, license revocation and changes in legal requirements; increases in the cost of labor, labor disputes and work stoppages; potential business, financial stress or bankruptcy of partners or applicable source owners; failure to receive quality and timely performance of third-party or utility services; unforeseen engineering and environmental problems; cost overruns; accidents involving personal injury or the loss of life; and weather conditions, catastrophic events, including fires, explosions, earthquakes, droughts and acts of terrorism, and other force majeure events.

Additionally, we may acquire or invest in other companies or businesses or pursue other strategic transactions or relationships, such as joint ventures, collaborations, divestitures, or other similar arrangements. These strategic transactions and relationships and any others we may pursue in the future involve numerous risks, any of which could harm our business, performance and liquidity, including, among others, the following: (i) difficulties integrating the operations, personnel, contracts, service providers and technologies of an acquired company or partner; (ii) diversion of financial and management resources from existing operations or other opportunities; (iii) failure to realize the anticipated synergies or other benefits of a transaction or relationship; (iv) risks of entering new customer or geographic markets in which we may have limited or no experience; (v) potential loss of our or an acquired company's or partner's key employees, customers, vendors or assets in the event of an acquisition or investment; and (vi) incurrence of substantial costs or debt or equity dilution to fund an acquisition, investment or other transaction or relationship, as well as possible write-offs or impairment charges relating to any businesses we partner with, invest in or acquire. Further, our partners, including TotalEnergies, bp and Chevron, may reallocate their resources from RNG to other renewable or low carbon vehicle fuels. Any such action would have a material adverse effect on our plans, results of operations and financial condition.

To secure ADG RNG from new projects we develop, we typically face a long and variable development cycle that requires significant resource commitments and a long lead time before we realize revenue.

The development, design and construction process for ADG RNG projects generally lasts between 12 to 24 months on average. Prior to entering into a letter of intent with respect to an ADG RNG project, we typically conduct a preliminary assessment of whether the site is commercially viable based on our expected return on investment, investment payback period, and other operating metrics, as well as whether the necessary permits to develop a project on that site are available. After entering into a project letter of intent, we perform a more detailed review of the site's facilities, including a life-cycle assessment, which serves as the basis for the final specifications of the project. Finally, we negotiate and execute contracts with the site owner and other parties. This extended development process requires the dedication of significant time and resources from our personnel, with no certainty of success or recovery of our expenses. Further, upon commencement of operations, it takes about 15-18 months for the project to ramp up to expected production level, receive necessary registrations and approvals from the Environmental Protection Agency ("EPA") and CARB, and begin generating revenue. All these factors, and in particular, expenditures on development of projects that will not generate significant revenue in the near term, can contribute to fluctuations in our financial performance and increase the likelihood that our operating results in a particular period will fall below investor expectations.

Livestock waste and dairy farm projects are dependent on LCFS credits and RINS.

Livestock waste and dairy farm projects are heavily dependent on the LCFS credits and, to a lesser extent, RINs for commercial viability. If CARB reduces the CI score that it applies to waste conversion projects, such as dairy digesters, the number of LCFS credits for RNG generated at livestock waste and dairy farm projects will decline. Additionally, revenue from LCFS credits also depends on the price per LCFS credit. LCFS credit prices are driven by various market forces, including the supply of and demand for LCFS credits, which depends on the demand for traditional and other renewable fuels and mandated CI targets, which determine the number of LCFS credits required to offset LCFS deficits.

Fluctuations in the price of LCFS credits or the number of LCFS credits assigned will significantly affect the success of our livestock waste and dairy farm projects. RINs and LCFS Credit prices have fluctuated in recent years and will likely continue to be volatile. A significant decline in the value of LCFS credits could adversely affect our business, financial condition, and results of operations.

We have a history of losses and may incur additional losses in the future.

We have incurred pre-tax losses in the past, may incur losses in the future, and may never sustain profitability, any of which would adversely affect our business, prospects and financial condition and may cause the price of our common stock to fall. Furthermore, historical losses may not be indicative of future losses, and our future losses may be greater than our past losses. In addition, to try to achieve or sustain profitability, we may choose or be forced to take actions that result in material costs or material asset or goodwill impairments. For instance, we have recorded significant charges in connection with our closure of certain fueling stations, our determination that certain assets were impaired because of the foregoing, and other actions. We review our assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset or asset group may not be recoverable, and we perform a goodwill impairment test on an annual basis and between annual tests in certain circumstances, in each case in accordance with applicable accounting guidance and as described in the financial statements and related notes included in this report. For example, due to a decline in the market price of our common stock, we determined that an indicator of potential goodwill impairment existed as of June 30, 2024; as such, we performed an interim goodwill impairment test of our single reporting unit.

In addition, changes to the use of our assets, divestitures, changes to the structure of our business, significant negative industry or economic trends, disruptions to our operations, inability to effectively integrate any acquired businesses, further market capitalization declines, or other similar actions or conditions could result in additional asset impairment or goodwill impairment charges or other adverse consequences, any of which could have material negative effects on our financial condition, our results of operations and the trading price of our common stock.

Our plans for hydrogen and electric vehicle stations will require significant cash investments and management resources and may not meet our expectations.

As operators deploy hydrogen powered vehicles, we plan to modify our fueling stations to reform our RNG, build additional hydrogen stations, and deliver clean hydrogen. Further, we have the capability to add electric charging at our sites, and we believe our RNG can be used to generate clean electricity to power vehicles. Our plans will require significant cash investments and management resources and may not meet our expectations with respect to additional sales of our vehicle fuels. We have experience constructing hydrogen fueling stations, but such facilities cost significantly more than traditional RNG vehicle fueling stations. In addition, we have not yet added electric charging capability to any of our stations, and the cost of such capability may be significant. We will need to ensure compliance with all applicable regulatory requirements, including obtaining any required permits and land use rights, which could take considerable time and expense and is subject to the risk that government support in certain areas may be discontinued. If we are unable to modify our stations to provide hydrogen or add electric charging to our stations, or if we experience delays in doing so, our stations may be unable to meet our customer demand, which may negatively impact our business, prospects, financial condition, and operating results. Additionally, even if we are able to successfully modify our stations to provide hydrogen or electric charging stations, we will be dependent on the manufacturers of hydrogen and electric vehicles to succeed in our target markets, and we will have no influence over their activities. See the risks discussed under "*We are dependent on the production of vehicles and engines in our key customer and geographic markets by original equipment manufacturers, over which we have no control*," above and elsewhere in these risk factors.

Increases, decreases and general volatility in oil, diesel, renewable diesel, natural gas, RNG and Environmental Credit prices could adversely affect our business.

The prices of RNG, natural gas, crude oil, diesel, renewable diesel, and Environmental Credits can be volatile, and this volatility may continue to increase. Factors that may cause volatility in the prices of RNG, natural gas, crude oil, diesel, renewable diesel, and Environmental Credits include, among others, changes in supply and availability of crude oil, RNG and other renewable transportation fuels, and natural gas, government regulations, inventory levels, customer demand, price and availability of alternatives, weather conditions, negative publicity about crude oil or natural gas drilling,

production or transportation techniques and methods, worldwide economic, military, health and political conditions, transportation costs and the price of foreign imports. If the prices of crude oil and diesel are low or decline, or if the price of RNG or natural gas increases without corresponding increases in the prices of crude oil and diesel or Environmental Credits, we may not be able to offer our customers an attractive price for our vehicle fuels, market adoption of our vehicle fuels could be slowed or limited and/or we may be forced to reduce the prices at which we sell our vehicle fuels in order to try to attract new customers or prevent the loss of demand from existing customers. Natural gas and crude oil prices are expected to remain volatile for the near future because of market uncertainties over supply and demand, including due to the state of the world economy, geopolitical conditions, military conflicts such as the wars in Ukraine and the Middle East, energy infrastructure and other factors. Fluctuations in natural gas prices affect the cost to us of the natural gas commodity. High natural gas prices adversely affect our operating margins when we cannot pass the increased costs through to our customers. Conversely, lower natural gas prices reduce our revenue when the commodity cost is passed through to our customers.

Pricing conditions may also exacerbate the cost differential between vehicles that use our fuels and diesel-powered vehicles, which may lead operators to delay or refrain from purchasing or converting to our vehicle fuels. Generally, vehicles that use our fuels cost more initially than diesel-powered vehicles because the components needed for a vehicle to use our fuels add to the vehicle's base cost. Operators then seek to recover the additional base cost over time through a lower cost to use our fuels. Operators may, however, perceive an inability to timely recover these additional initial costs if our vehicle fuels are not available at prices sufficiently lower than diesel. Such an outcome could decrease our potential customer base and harm our business prospects.

We face increasing competition from competitors, many of which have far greater resources, customer bases and brand awareness than we have, and we may not be able to compete effectively with these businesses.

The market for vehicle fuels is highly competitive. The biggest competition for our products is diesel because most vehicles in our key markets are powered by these fuels. We also compete with suppliers of other alternative vehicle fuels, including renewable diesel, biodiesel, and ethanol, as well as producers and fuelers of alternative vehicles, including hybrid, electric and hydrogen-powered vehicles. Additionally, our stations compete directly with other natural gas fueling stations and indirectly with electric vehicle charging stations and fueling stations for other vehicle fuels. Many businesses are in the market for RNG and other alternatives for use as vehicle fuel, including alternative vehicle and alternative fuel companies, refuse collectors, industrial gas companies, private equity groups, commodity traders, truck stop and fuel station owners, fuel providers, gas marketers, utilities and their affiliates and other organizations. If the alternative vehicle fuel market grows, the number and type of participants in this market and their level of capital and other commitments to alternative vehicle fuel programs could increase. Many of our competitors have substantially greater customer bases, brand awareness and financial, marketing and other resources than we have. As a result, these competitors may be able to respond more quickly to changes in customer preferences, legal requirements or other industry or regulatory trends; devote greater resources to the development, promotion and sale of their products; adopt more aggressive pricing policies; dedicate more effort to infrastructure and systems development in support of their business or product development activities; implement more robust or creative initiatives to advance customer acceptance of their products; or exert more influence on the regulatory landscape that affects the vehicle fuels market. We expect competition to increase in the vehicle fuels market generally. In addition, if the demand for alternative vehicle fuels, including RNG, increases, then we expect competition to also increase. Any such increased competition may reduce our customer base and revenue and may lead to increased pricing pressure, reduced operating margins and fewer expansion opportunities.

We rely on information technology in our operations, and any material failure, inadequacy, interruption, or security failure of that technology could harm our business.

Increased global cybersecurity threats and more sophisticated and targeted computer crime pose a risk to the security of our information systems and the confidentiality, availability and integrity of our data. There have been several recent, highly publicized cases in which organizations of various types and sizes have reported the unauthorized disclosure of customer or other confidential information, as well as cybersecurity incidents involving the dissemination, theft and destruction of corporate information, intellectual property, cash or other valuable assets. There have also been several highly publicized cases in which hackers have requested "ransom" payments in exchange for not disclosing customer or other confidential information or for not disabling the target company's computer or other systems. Implementing security

measures designed to prevent, detect, mitigate or correct these or other cybersecurity threats involves significant costs. Although we have taken steps to protect the security of our information systems and the data maintained in those systems, we have, from time to time, experienced cyberattacks or other cybersecurity incidents that have threatened our data and information systems, including malware and computer virus attacks and it is possible that future cybersecurity incidents we may experience may materially and adversely affect our business. We cannot provide assurance that our safety and security measures will prevent our information systems from improper functioning or damage, or the improper access or disclosure of personally identifiable information such as in the event of cybersecurity incidents. Any IT security threats that are successful against our security measures could, depending on their nature and scope, lead to the compromise of confidential information, improper use of our systems and networks, manipulation and destruction of data, operational disruptions, and substantial financial outlays. Further, a cybersecurity incident could occur and persist for an extended period of time without detection, and an investigation of any successful cybersecurity incident would likely require significant time, costs and other resources to complete. We may be required to expend significant financial resources to protect against or to remediate such cybersecurity incidents. In addition, our information technology infrastructure and information systems are vulnerable to damage or interruption from natural disasters, power loss and telecommunications failures. Any failure to maintain proper function, security and availability of our information systems and the data maintained in those systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties, harm our business relationships or increase our security and insurance costs, which could have a material adverse effect on our business, financial condition and results of operations.

NG Advantage may not be successful.

NG Advantage provides "virtual pipelines" to transport CNG by truck from compression facilities to pipeline interconnects and to industrial and commercial customer users that do not have direct access to natural gas pipelines. NG Advantage faces unique risks, including among others: (i) it has a history of net losses and has incurred substantial indebtedness; (ii) NG Advantage may need to raise additional capital, which may not be available, may only be available on onerous terms, or may only be available from the Company; (iii) the labor market for truck drivers is very competitive, which increases NG Advantage's difficulty in meeting its delivery obligations; (iv) NG Advantage often transports CNG in trailers over long distances and these trailers may be involved in accidents; and (v) NG Advantage's CNG trailers may become subject to new or changed regulations that could adversely affect its business. If NG Advantage fails to manage any of these risks, our business, financial condition, liquidity, results of operations, prospects and reputation may be harmed. In addition, we have been a significant source of financing for NG Advantage. If NG Advantage needs to raise additional capital and is not able to obtain financing from external sources, we may need to provide additional debt or equity capital to allow NG Advantage to satisfy its commitments and maintain operations.

Our station construction activities subject us to business and operational risks.

As part of our business activities, we design and construct vehicle fueling stations that we either own and operate ourselves or sell to our customers. These activities require a significant amount of judgment in determining where to build and open fueling stations, including predictions about fuel demand that may not be accurate for any of the locations we target. As a result, we have built stations that we may not open for fueling operations, and we may open stations that fail to generate the volume or profitability levels we anticipate, either or both of which could occur due to a lack of sufficient customer demand at the station locations or for other reasons. For any stations that are completed but unopened, we would have substantial investments in assets that do not produce revenue, and for any stations that are open and underperforming, we may decide to close the stations. For example, we have nearly completed stations that are not open for fueling operations. We do not know when or if these stations will open, and some of these stations are subject to agreements that may expire prior to us being able to open such stations. Closure of these and/or any other stations could result in substantial additional costs and non-cash asset impairments or other charges and could cause the price of our common stock to decline.

We also face many operational challenges in connection with our station design and construction activities. For example, we may not be able to identify suitable locations for the stations we or our customers seek to build. Additionally, even if preferred sites can be located, we may encounter land use or zoning difficulties, problems with utility services, challenges obtaining and retaining required permits and approvals or local resistance, including due to reduced operations of permitting agencies because of health crises, any of which could prevent us or our customers from building new stations on these sites or limit or restrict the use of new or existing stations. Any such difficulties, resistance or limitations or any

failure to comply with local permit, land use or zoning requirements could restrict our activities or expose us to fines, reputational damage or other liabilities, which would harm our business and results of operations. In addition, we act as the general contractor and construction manager for new station construction and facility modification projects, and we typically rely on licensed subcontractors to perform the construction work. We may be liable for any damage we or our subcontractors cause or for injuries suffered by our employees or our subcontractors' employees during the course of work on our projects. Additionally, shortages of skilled subcontractor labor could significantly delay a project or otherwise increase our costs. Further, our expected profit from a project is based in part on assumptions about the cost of the project, and cost overruns, delays or other execution issues may, in the case of projects we complete and sell to customers, result in our failure to achieve our expected margins or cover our costs, and in the case of projects we build and own, result in our failure to achieve an acceptable rate of return. If any of these events occur, our business, operating results and liquidity could be negatively affected.

We have significant contracts with government entities, which are subject to unique risks.

We have, and expect to continue to seek, long-term fueling station construction, maintenance and fuel sale contracts with various government bodies, which accounted for 31%, 27% and 30% of our revenue in 2021, 2022 and 2023, respectively. In addition to normal business risks, including the other risks discussed in these risk factors, our contracts with government entities are often subject to unique risks, some of which are beyond our control. For example, long-term government contracts and related orders are subject to cancellation if adequate appropriations for subsequent performance periods are not made. Further, the termination of funding for a government program supporting any of our government contracts or any other governmental action that results in reduced support for our government contracts could result in the loss of anticipated future revenue attributable to the contract. Moreover, government entities with which we contract are often able to modify, curtail or terminate contracts with us at their convenience and without prior notice, and would only be required to pay for work completed and commitments made at or prior to the time of termination.

In addition, government contracts are frequently awarded only after competitive bidding processes, which are often protracted. In many cases, unsuccessful bidders for government contracts are provided the opportunity to formally protest the contract awards through various agencies or other administrative and judicial channels. The protest process may substantially delay a successful bidder's contract performance, result in cancellation of the contract award entirely and distract management. As a result, we may not be awarded contracts for which we bid, and substantial delays or cancellation of contracts may follow any successful bids as a result of any protests by other bidders. The occurrence of any of these risks would have a material adverse effect on our results of operations and financial condition.

Our results of operations fluctuate significantly and are difficult to predict.

Our results of operations have historically experienced, and may continue to experience, significant fluctuations as a result of a variety of factors, including, among others, the amount and timing of our vehicle fuel sales, Environmental Credit sales and recognition of government credits, station construction sales, grants and incentives, such as AFTC (for example, we recorded all of the AFTC revenue associated with our vehicle fuel sales made in the first and second quarters of 2022 during the third quarter of 2022); fluctuations in commodity, station construction and labor costs; fluctuations in expenditures and resource commitments due to new ADG RNG project developments; variations in the fair value of certain of our derivative instruments that are recorded in revenue; sales of compressors and other equipment used in RNG production and at fueling stations; the amount and timing of our billing, collections and liability payments; weather and seasonality; and the other factors described in these risk factors.

Our performance in certain periods has also been affected by transactions or events that have resulted in significant cash or non-cash gains or losses. These or other similar gains or losses may not recur, in the same amounts or at all in future periods. These significant fluctuations in our operating results may render period-to-period comparisons less meaningful, especially with respect to periods heavily impacted by effects of the COVID-19 pandemic, and investors in our securities should not rely on the results of one period as an indicator of performance in any other period. Additionally, these fluctuations in our operating results could cause our performance in any period to fall below the financial guidance we may have provided to the public or the estimates and projections of the investment community, which could negatively affect the price of our common stock.

The COVID-19 pandemic has affected and may continue to adversely affect, and a future pandemic or epidemic may adversely affect, our business, results of operations and financial condition.

Our business has been and may continue to be adversely affected by the COVID-19 pandemic. For example, as a result of the COVID-19 pandemic, we experienced increased costs on equipment and construction services, and longer lead times on equipment and materials orders. Any future pandemic, epidemic, or infectious disease outbreak could also adversely affected our business through delaying the adoption of our RNG and natural gas vehicle fuels by heavy-duty trucks and/or a delaying increased usage of our vehicle fuels; decreasing the volume of truck and fleet operations, including shuttle buses at airports, and public transportation generally, and disrupting production of vehicles and engines that use our fuels. Any of the foregoing may result in decreased demand for our vehicle fuels, plant closures, decreased manufacturing capacity, and delays in deliveries, which would negatively impact our business, operations, and financial condition.

Our future success will depend on our ability to attract and retain qualified management, technical, and other personnel.

Our future success is dependent on the services and performance of our executive officers and other key management, engineering, information technology, scientific, manufacturing and operating personnel. The loss of the services of any such personnel could materially adversely affect our business. Our ability to achieve our strategic plans will also depend on our ability to attract and retain additional qualified personnel. Recruiting key personnel in our industry is highly competitive and we cannot assure you that we will be able to do so. Our inability to attract and retain additional qualified personnel, or the departure of key employees, could materially and adversely affect our strategic plans and, therefore, our business, results of operations and financial condition. In addition, our inability to attract and retain sufficient personnel to quickly increase production at our facilities when and if needed to meet increased demand may adversely impact our ability to respond rapidly to any new product, growth or revenue opportunities.

Risks Related to Our Indebtedness and Other Capital Resources.

We may need to raise additional capital to continue to fund our business, which could have negative effects and may not be available when needed, on acceptable terms or at all.

We require capital to pay for capital expenditures, operating expenses, any mergers, acquisitions or strategic investments, capital calls related to our joint ventures, transactions or relationships we may pursue, and to make principal and interest payments on our indebtedness. If we cannot fund any of these activities with capital on-hand or cash provided by our operations, we may seek additional capital from other sources, such as by selling assets or pursuing debt or equity financing.

Asset sales and equity or debt financing may not be available when needed, on terms favorable to us or at all. Any sale of our assets to generate cash proceeds may limit our operational capacity and could limit or eliminate any revenue streams or business plans that are dependent on the sold assets. Any issuances of our common stock or securities convertible into our common stock to raise capital would dilute the ownership interest of our existing stockholders. Any debt financing we may pursue could require us to make significant interest or other payments and to pledge some or all of our assets as security. In addition, higher levels of indebtedness could increase our risk of non-repayment, adversely affect our creditworthiness, and amplify the other risks associated with our existing debt, which are discussed elsewhere in these risk factors. Further, we may incur substantial costs in pursuing any capital-raising transactions, including investment banking, legal and accounting fees. On the other hand, if we are unable to obtain capital in amounts sufficient to fund our obligations, expenses, and strategic initiatives, we could be forced to suspend, delay or curtail our business plans or operating activities or could default on our contractual commitments. Any such outcome could negatively affect our business, performance, liquidity, and prospects.

Our indebtedness could adversely affect our financial condition or operating flexibility and prevent us from fulfilling our obligations under our credit agreement and other indebtedness we may incur, and we may not generate sufficient cash flow from our business to pay our debt.

On December 12, 2023, we and our wholly-owned direct subsidiary Clean Energy entered into a senior secured first lien term loan agreement (as amended, supplemented or otherwise modified, the "Credit Agreement") with the lenders from time to time party thereto ("Lenders") and Alter Domus Products Corp., as the administrative agent and collateral agent for the Lenders and collateral agent for the secured parties, pursuant to which the Lenders funded a $300,000,000 senior secured term loan and committed to making an additional $100,000,000 of delayed draw term loans available for the two-year period after closing. As of June 30, 2024, we had total consolidated indebtedness of $266.4 million, net of debt discount, and we may incur additional debt in the future. Our outstanding and any future indebtedness could make us more vulnerable to adverse changes in general U.S. and worldwide economic conditions, including rising interest rates, regulatory, and competitive conditions, limit our flexibility to plan for or react to changes in our business or industry, place us at a disadvantage compared to our competitors that have less debt, or limit our ability to borrow or otherwise raise additional capital as needed.

Our payments of amounts owed under our various debt instruments will reduce our cash resources available for other purposes, including pursuing strategic initiatives, transactions or other opportunities, satisfying our other commitments, and generally supporting our operations. Moreover, our ability to make these payments depends on our future performance, which is subject to economic, financial, competitive and other factors, including those described in these risk factors, and many of which are beyond our control. Our business may not generate sufficient cash from operations to service our debt. If we cannot meet our debt obligations from our operating cash flows, we may pursue one or more alternative measures. Any repayment of our debt with equity, however, would dilute the ownership interests of our existing stockholders. We are permitted under the Credit Agreement to incur additional debt under certain conditions. If new debt were to be incurred in the future, the related risks that we now face could intensify. The Credit Agreement requires us and our subsidiaries, on a consolidated basis, to comply with a maximum total net leverage ratio, a minimum interest coverage ratio, and a minimum liquidity test. In addition, the Credit Agreement contains certain covenants that limit or restrict our and our subsidiaries' ability to incur liens, incur indebtedness, dispose of assets, make investments, make certain restricted payments, merge or consolidate, amend our charter documents and certain other agreements, and enter into speculative hedging arrangements. In the event of any default on our debt obligations, the holders of the indebtedness could, among other things, declare all amounts owed immediately due and payable and foreclose on our assets that serve as collateral. Any such declaration could deplete all or a large portion of our available cash flow, and thereby reduce the amount of cash available to pursue our business plans or force us into bankruptcy or liquidation.

Our warranty reserves may not adequately cover our warranty obligations, which could result in unexpected costs.

We provide product warranties with varying terms and durations for the stations we build and sell, and we establish reserves for the estimated liability associated with these warranties. Our warranty reserves are based on historical trends and any specifically identified warranty issues known to us, and the amounts estimated for these reserves could differ materially from the warranty costs we may actually incur. We would be adversely affected by an increase in the rate or volume of warranty claims or the amounts involved in warranty claims, any of which could increase our costs beyond our established reserves and cause our cash position and financial condition to suffer.

Risks Related to Environmental Health and Safety and Governmental and Environmental Regulations

Our business is influenced by environmental, tax and other government regulations, programs and incentives that promote our vehicle fuels, and their modification or repeal could negatively affect our business.

Our business is influenced by federal, state, and local tax credits, rebates, grants and other government programs and incentives that promote or exclude the use of our vehicle fuels. These include various government programs that make grant funds available from the purchase of vehicles and construction of fueling stations, as well as the AFTC under which we generate revenue for our vehicle fuel sales. Additionally, our business is influenced by laws, rules and regulations that require reductions in carbon emissions and/or the use of renewable fuels, such as the programs under which we generate Environmental Credits.

These programs and regulations, which have the effect of encouraging the use of RNG as a vehicle fuel, could expire or be repealed or amended for a variety of reasons. For example, parties with an interest in gasoline and diesel, electric or other alternative vehicles or vehicle fuels, including lawmakers, regulators, policymakers, environmental or advocacy organizations, producers of alternative vehicles or vehicle fuels, or other powerful groups, may invest significant time and money in efforts to delay, repeal or otherwise negatively influence regulations and programs that promote RNG. Many of these parties have substantially greater resources and influence than we have. Further, challenges to agencies' rules and regulations and their interpretations of such rules and regulations, and changes in federal, state or local political, social or economic conditions, including as a result of a lack of legislative focus on these programs and regulations or prolonged U.S. government shutdown, could result in their modification, delayed adoption or repeal. For example, the IRA contains credits and tax incentives that may be beneficial to us but interagency guidance processes are still ongoing. Any failure to adopt, delay in implementing, expiration, repeal or modification of these programs and regulations, or the adoption of any programs or regulations that encourage the use of other alternative fuels or alternative vehicles over RNG, could reduce the market for RNG as a vehicle fuel and harm our operating results, liquidity, and financial condition.

To benefit from Environmental Credits, RNG projects are required to be registered and are subject to audit.

RNG projects are required to register with the EPA and relevant state regulatory agencies. Further, we qualify our RINs through a voluntary Quality Assurance Plan, which typically takes from three to five months from first injection of RNG into the commercial pipeline system. We also must certify RNG pathways with CARB, which typically takes from 15-18 months from first injection of RNG into the commercial pipeline system. Delays in obtaining registration, RIN qualification, and any LCFS credit qualification of a new project could delay future revenues from a project and could adversely affect our cash flow. Further, we may make large investments in projects prior to receiving the regulatory approval and RIN qualification. By registering RNG projects with the EPA's voluntary Quality Assurance Plan and by establishing RNG pathways under CARB's LCFS program, we are subject to third-party audits and on-site visits of projects to validate generated RINs and overall compliance with the federal renewable fuel standard and the LCFS. We are also subject to a separate third party's annual attestation review. The Quality Assurance Plan provides a process for RIN owners to follow, for an affirmative defense to civil liability, if used or transferred Quality Assurance Plan verified RINs were invalidly generated. A project's failure to comply could result in remedial action, including penalties, fines, retirement of RINs, or termination of the project's registration, any of which could adversely affect our business, financial condition and results of operations.

Our business could be negatively affected by federal or state laws, orders or regulations mandating new or additional limits on GHG emissions, "tailpipe" emissions or internal combustion engines.

Federal or state laws, orders or regulations have been adopted, such as California's AB 32 cap and trade law, and may in the future be adopted that impose limits on GHG emissions or otherwise require the adoption of zero-emission electric vehicles. The effects of GHG emission limits on our business are subject to significant uncertainties based on, among other things, the timing of any requirements, the required levels of emission reductions, the nature of any market-based or tax-based mechanisms adopted to facilitate reductions, the relative availability of GHG emission reduction offsets, the development of cost-effective, commercial-scale carbon capture and storage technology and supporting regulations and liability mitigation measures, the range of available compliance alternatives, and our ability to demonstrate that our vehicle fuels qualify as a compliance alternative under any statutory or regulatory programs to limit GHG emissions. If our vehicle fuels are not able to meet GHG emission limits or perform as well as other alternative fuels and vehicles, our solutions could be less competitive. Furthermore, additional federal or state taxes could be implemented on "tailpipe" emissions or on methane emissions generally, which would have a negative impact on the cost of our vehicle fuels, as compared to vehicle fuels that do not generate tailpipe emissions.

In June 2020, CARB adopted the Advanced Clean Trucks regulation, which requires manufacturers to sell a gradually increasing proportion of zero-emission electric trucks, vans and pickup trucks from 2024 onwards. By the year 2045, the Advanced Clean Trucks regulation seeks to have every new commercial vehicle sold in California be zero-emissions. Further, in September 2020, the Governor of the State of California issued an executive order (the "September 2020 Executive Order") providing that it shall be the goal of California that (i) 100% of in-state sales of new passenger cars and trucks will be zero-emission by 2035, (ii) 100% of medium- and heavy-duty vehicles in California will be zero-emission by 2045 for all operations, where feasible, and by 2035 for drayage trucks, and (iii) the state will transition to

100% zero-emission off-road vehicles and equipment by 2035 where feasible. The September 2020 Executive Order also directed CARB to develop and propose regulations and strategies aimed at achieving the foregoing goals. Resulting regulations mandate increasing adoption of zero-emission vehicles. In April 2023, CARB adopted the Advanced Clean Fleets regulation, which requires all truck fleets be zero emission by 2042. The Advanced Clean Fleets regulation also seeks to end the sale of combustion trucks in California in 2036. Among other things, we believe the intent of the Advanced Clean Trucks regulation, the September 2020 Executive Order, and the Advanced Clean Fleets regulation is to limit and ultimately discontinue the production and use of internal combustion engines because such engines have "tailpipe" emissions. Implementation of such regulations and executive actions may slow, delay or prevent the adoption by fleets and other commercial customers of our vehicle fuels, particularly in California. Moreover, other states have taken steps to enact similar regulations, which may slow, delay, change, or prevent the adoption of our vehicle fuels in those states as well. These actions could result in state funding and incentive programs being directed only to the adoption of zero emission vehicles. In December 2021, President Biden signed an executive order (the "2021 Executive Order") that directs the federal government to achieve certain goals, including purchasing 100% zero-emission vehicles by 2035 for its fleet of over 600,000 cars and trucks.

Our business is subject to a variety of government regulations, including environmental regulations, which may restrict our operations and result in costs and penalties or otherwise adversely affect our business and ability to compete.

We are subject to a variety of federal, state and local laws and regulations relating to the environment, health and safety, labor and employment, building codes and construction, zoning and land use, the government procurement process, any political activities or lobbying in which we may engage, public reporting and taxation, among others. It is difficult and costly to manage the requirements of every authority having jurisdiction over our various activities and to comply with their varying standards. Many of these laws and regulations are complex, change frequently, may be unclear and difficult to interpret and have become more stringent over time. Any changes to existing regulations, adoption of new regulations, or judicial rulings regarding such regulations, may result in significant additional expense to us or our customers. For example, our operations are and will be subject to federal, state and local environmental laws and regulations, including laws relating to the use, handling, storage, disposal of and human exposure to hazardous materials. Contamination at properties we own or operate, will own or operate, or formerly owned or operated to which hazardous substances were sent by us, are subject to the Comprehensive Environmental Response, Compensation and Liability Act, which can impose liability for the full amount of remediation-related costs without regard to fault, for the investigation and cleanup of contaminated soil and ground water, for impacts to human health and for damages to natural resources.

Further, from time to time, as part of the regular evaluation of our operations, including newly acquired or developing operations, we may be subject to compliance audits by regulatory authorities, which may distract management from our revenue-generating activities and involve significant costs and use of other resources. Also, we often need to obtain facility permits or licenses to address, among other things, storm water or wastewater discharges, waste handling and air emissions in connection with our operations, which may subject us to onerous or costly permitting conditions or delays if permits cannot be timely obtained. Our failure to comply with any applicable laws and regulations could result in property damage, bodily injury or a variety of administrative, civil and criminal enforcement measures, including, among others, assessment of monetary penalties, imposition of corrective requirements, including cleanup costs, or prohibition from providing services to government entities. If any of these enforcement measures were imposed on us, our business, financial condition, and performance could be negatively affected.

Our operations entail inherent safety and environmental risks, which may result in substantial liability to us.

Our operations entail inherent safety risks, including risks associated with equipment defects, malfunctions, failures, and misuses. For example, operation of LNG pumps requires special training because of the extremely low temperatures of LNG. Also, LNG tanker trailers and CNG fuel tanks and trailers could rupture if involved in accidents or improper maintenance or installation. Further, improper refueling of vehicles that use our fuels or operation of vehicle fueling stations could result in sudden releases of pressure that could cause explosions. In addition, our operations may result in the venting of methane, which is flammable and is a potent GHG. These safety and environmental risks could result in uncontrollable flows of our fuels, fires, explosions, death, or serious injury, any of which may expose us to liability for personal injury, wrongful death, property damage, pollution and other environmental damage. We may incur substantial liability and costs if any such damages are not covered by insurance or are more than policy limits, or if environmental

damage causes us to violate applicable GHG emissions or other environmental laws. Additionally, the occurrence of any of these events with respect to our fueling stations or our other operations could materially harm our business and reputation. Moreover, the occurrence of any of these events to any other organization in our vehicle fuel business could harm our industry generally by negatively affecting perceptions about, and adoption levels of, our vehicle fuels.

Risks Related to Our Common Stock

A significant portion of our outstanding common stock is owned or otherwise subject to acquisition by three equityholders, each of which may have interests that differ from the Company's other stockholders and which now or in the future may be able to influence the Company's corporate decisions, including a change of control.

After giving effect to the issuance of the Amazon Warrant and the Stonepeak Warrant (defined below), Total Marketing Services, S.A.S ("TMS"), a wholly owned subsidiary of TotalEnergies, owns approximately 19% of our outstanding shares of common stock as of June 30, 2024. In addition, TotalEnergies was granted certain special rights that our other stockholders do not have in connection with its acquisition of this ownership position, including the right to designate two individuals to serve as directors of our Company and a third individual to serve as an observer on certain of our board committees.

The Amazon Warrant was immediately exercisable by Amazon Holdings for 4.999% of our outstanding common stock when issued. Subject to additional vesting through fuel purchase from the Company pursuant to the Fuel Agreement, the Amazon Warrant will be exercisable for up to 19.999% of our outstanding common stock on a fully diluted basis (determined at the time of issuance), subject to certain anti-dilution provisions, and Amazon Holding's beneficial ownership will initially be contractually limited to the beneficial ownership limitation unless Amazon Holdings gives the Company sixty one (61) days' notice that it is waiving such limitation.

The Stonepeak Warrant is exercisable at any time after December 12, 2025 for up to 9.999% of our common stock outstanding immediately after giving effect to such exercise, and Stonepeak's beneficial ownership will initially be contractually limited to such beneficial ownership limitation unless Stonepeak gives the Company sixty one (61) days' notice that it is waiving such limitation.

TotalEnergies or other current or future large stockholders may be able to influence or control matters requiring approval by our stockholders, including the election of directors, mergers and acquisitions, or other extraordinary transactions. Large stockholders may have interests that differ from other stockholders and may vote or otherwise act in ways with which the Company or other stockholders disagree or that may be adverse to your interests. A concentration of stock ownership may also have the effect of delaying, preventing or deterring a change of control of our Company, which could deprive our stockholders of an opportunity to receive a premium for their shares of our common stock as part of a sale of our Company and could affect the market price of our common stock. Conversely, such a concentration of stock ownership may facilitate a change of control under terms other stockholders may not find favorable or at a time when other stockholders may prefer not to sell.

Sales of our common stock, or the perception that such sales may occur, could cause the market price of our stock to drop significantly, regardless of the state of our business.

All outstanding shares of our common stock are eligible for sale in the public market, subject in certain cases to the requirements of Rule 144 under the Securities Act. Also, shares of our common stock that may be issued upon the exercise, vesting or conversion of our outstanding stock options and restricted stock units may be eligible for sale in the public market, to the extent permitted by Rule 144 and the provisions of the applicable stock option and restricted stock unit agreements or if such shares have been registered under the Securities Act. Sales of large amounts of our common stock by large stockholders, or the perception that such sales may occur, could cause the market price of our common stock to decline, regardless of the state of the Company's business. Our common stock held by TMS, our common stock underlying the Amazon Warrant, and our common stock underlying the Stonepeak Warrant may be sold in the public market under Rule 144 or in registered sales or offerings pursuant to registration rights held by each stockholder. If these shares are sold, or if it is perceived that they may be sold, in the public market, the trading price of our common stock could decline.

The price of our common stock may continue to fluctuate significantly, and you could lose all or part of your investment.

The market price of our common stock has experienced, and may continue to experience, significant volatility. Factors that may cause volatility in the price of our common stock, many of which are beyond our control, include, among others, the following: (i) the factors that may influence the adoption of our vehicle fuels, as discussed elsewhere in these risk factors; (ii) our ability to implement our business plans and initiatives and their anticipated, perceived or actual level of success; (iii) failure to meet or exceed any financial guidance we have provided to the public or the estimates and projections of the investment community; (iv) the market's perception of the success and importance of any of our acquisitions, divestitures, investments or other strategic relationships or transactions; (v) the amount and timing of sales of, and prices for, Environmental Credits; (vi) actions taken by state or federal governments to mandate or otherwise promote or incentivize alternative vehicles or vehicle fuels over, or to the exclusion of, RNG; (vii) technical factors in the public trading market for our common stock that may produce price movements that may or may not comport with macro, industry or company-specific fundamentals, including, without limitation, the sentiment of retail investors (including as may be expressed on financial trading and other social media sites), the amount and status of short interest in our common stock, access to margin debt, and trading in options and other derivatives on our common stock; (viii) changes in political, regulatory, health, economic and market conditions; and (ix) a change in the trading volume of our common stock.

In addition, the securities markets have from time-to-time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies, but which have affected the market prices of these companies' securities. These market fluctuations may also materially and adversely affect the market price of our common stock. Volatility or declines in the market price of our common stock could have other negative consequences, including, among others, further impairments to our assets, potential impairments to our goodwill and a reduced ability to use our common stock for capital-raising, acquisitions or other purposes. The occurrence of any of these risks could materially and adversely affect our financial condition, results of operations and liquidity and could cause further declines in the market price of our common stock.

Item 2.—Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3.—Defaults Upon Senior Securities

None.

Item 4.—Mine Safety Disclosures

None.

Item 5.—Other Information

None.

Item 6.—Exhibits

The information required by this Item 6 is set forth on the Exhibit Index that immediately precedes the signature page to this report and is incorporated herein by reference.

EXHIBIT INDEX

Exhibit Number	Description
10.1*#	Successor Agent Agreement and First Amendment to Senior Secured First Lien Term Loan Agreement, dated March 22, 2024, among Clean Energy, the other Loan Parties party thereto, Stonepeak CLNE-L Holdings LP, Alter Domus Products Corp. and the Lenders party thereto.
10.2*#	Limited Consent and Second Amendment to Senior Secured First Lien Term Loan Credit Agreement, dated May 8, 2024, among Clean Energy, Clean Energy Fuels Corp., the Subsidiary Guarantors, Alter Domus Products Corp., and the Lenders thereto.
10.3*#	Limited Consent and Third Amendment to Senior Secured First Lien Term Loan Credit Agreement, dated July 22, 2024, among Clean Energy, Clean Energy Fuels Corp., the Subsidiary Guarantors, Alter Domus Products Corp., and the Lenders thereto.
10.4+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan (incorporated by reference to Annex A to the Proxy Statement on Schedule 14A, filed on April 4, 2024 (File No. 001-33480)).
10.5*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of Option Agreement (Director).
10.6*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of Option Agreement (Executive).
10.7*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of Option Agreement (Non-Executive).
10.8*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of RSU Grant Agreement (Director).
10.9*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of RSU Grant Agreement (Executive).
10.10*+	Clean Energy Fuels Corp. 2024 Performance Incentive Plan – Form of RSU Grant Agreement (Non-Executive).
31.1*	Certification of Andrew J. Littlefair, President and Chief Executive Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Robert M. Vreeland, Chief Financial Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Andrew J. Littlefair, President and Chief Executive Officer, and Robert M. Vreeland, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of December 31, 2023 and June 30, 2024; (ii) Condensed Consolidated Statements of Operations for the Three and Six months Ended June 30, 2023 and 2024; (iii) Condensed Consolidated Statements of Comprehensive Loss for the Three and Six months Ended June 30, 2023 and 2024; (iv) Condensed Consolidated Statements of Stockholders' Equity for the Three and Six months Ended June 30, 2023 and 2024; (v) Condensed Consolidated Statements of Cash Flows for the Six months Ended June 30, 2023 and 2024; and (vi) Notes to Condensed Consolidated Financial Statements.
104*	Cover Page Interactive Data File (formatted as iXBRL and contained in Exhibit 101).

\+ Indicates management contract or compensatory plan.

* Filed herewith.

** Pursuant to Item 601(b)(32)(ii) of Regulation S-K (17 C.F.R. § 229.601(b)(32)(ii)), this certification is deemed furnished, not filed, for purposes of section 18 of the Exchange Act, nor is it otherwise subject to liability under that section. It will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except if the registrant specifically incorporates it by reference.

\# The exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the SEC upon request.

SIGNATURE

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

CLEAN ENERGY FUELS CORP.

Date: August 7, 2024

By: /s/ ROBERT M. VREELAND

Robert M. Vreeland

Chief Financial Officer

(Principal financial officer and duly authorized to sign on behalf of the registrant)

Exhibit 10.1

SUCCESSOR AGENT AGREEMENT AND FIRST AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN AGREEMENT

THIS SUCCESSOR AGENT AGREEMENT AND FIRST AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN AGREEMENT (this "**Agreement**") is dated as of March 22, 2024 by and among Clean Energy, as borrower (the "**Borrower**"), the other Loan Parties party hereto, Stonepeak CLNE-L Holdings LP ("**Stonepeak**"), in its capacity as resigning Administrative Agent and resigning Collateral Agent (in such capacities, the "**Existing Agent**"), Alter Domus Products Corp. ("**Alter Domus**"), as successor Administrative Agent (in such capacity, the "**Successor Administrative Agent**") and successor Collateral Agent (in such capacity, the "**Successor Collateral Agent**"; and together with the Successor Administrative Agent, the "**Successor Agent**"), and the Lenders (as defined in the Credit Agreement described below) party hereto.

WHEREAS, the Borrower, the Existing Agent and the Lenders and other parties from time to time party thereto, entered into that certain Senior Secured First Lien Term Loan Credit Agreement, dated December 12, 2023 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, pursuant to Section 11.06 of the Credit Agreement, the Existing Agent has the right to resign and the Majority Lenders, with the consent of the Borrower, have the right to appoint successor Agents in accordance with the terms thereof;

WHEREAS, the Lenders party hereto constitute not less than the Majority Lenders;

WHEREAS, pursuant to Section 11.06 of the Credit Agreement, Stonepeak desires to resign as Administrative Agent and Collateral Agent and the Majority Lenders desire to appoint (and the Borrower desires to consent to the appointment of) Alter Domus to act as the successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents;

WHEREAS, Alter Domus is willing to accept such appointment as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, subject to the terms hereof; and

WHEREAS, in connection with the foregoing, the parties desire to enter into this Agreement to (a) effect the resignation of Stonepeak as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and appoint Alter Domus as successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and (b) to make certain other amendments to the Credit Agreement as more specifically set forth herein, in each case, to be effective on the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Resignation and Appointment of Agent. Pursuant to the Loan Documents (including, without limitation, Section 11.06 of the Credit Agreement) (a) Stonepeak's resignation as Administrative Agent and Collateral Agent is hereby effective on the Effective Date, the Majority Lenders hereby accept the resignation of Stonepeak as Administrative Agent and Collateral Agent under the Loan Documents, and Stonepeak shall not have any further obligations under the Loan Documents in its capacity as Administrative Agent and Collateral Agent (other than the obligations set forth in Section 7 below), and (b)

the Majority Lenders hereby appoint Alter Domus to act as the successor Administrative Agent and Collateral Agent under the Loan Documents. As of the Effective Date, Alter Domus hereby accepts the appointment to act as the Administrative Agent and Collateral Agent under the Loan Documents, and the Borrower consents to such appointment of Alter Domus as successor Administrative Agent and Collateral Agent under the Loan Documents. The Majority Lenders waive any notice requirements and any inconsistency or conflict with the of the Credit Agreement with respect to the resignation of Stonepeak as Administrative Agent and Collateral Agent and the appointment of Alter Domus as the successor Administrative Agent and Collateral Agent. Each of the parties hereto agrees to execute all documents reasonably necessary to evidence and give effect to the appointment of Alter Domus as the successor Administrative Agent and Collateral Agent.

2. Rights, Duties and Obligations. As of the Effective Date, the Successor Agent is hereby vested with all the rights, powers, indemnities and privileges of the Administrative Agent and Collateral Agent, as described in the Loan Documents, and the Successor Agent assumes from and after the Effective Date the obligations, responsibilities and duties of the Administrative Agent and Collateral Agent, in accordance with the terms of the Loan Documents, and, except as set forth in Section 7 below, the Existing Agent is discharged from all of its duties and obligations as the Administrative Agent and Collateral Agent under the Loan Documents from and after the Effective Date. The Borrower and the Majority Lenders expressly agree and acknowledge that the Successor Agent is not assuming any liability (i) under or related to the Loan Documents prior to the Effective Date, (ii) for any and all claims under or related to the Loan Documents that may have arisen or accrued prior to the Effective Date, or (iii) for any acts or omissions of the Existing Agent. The Borrower and the Majority Lenders, with respect to their indemnification obligations under the Loan Documents, expressly agree and confirm that the Existing Agent's right to indemnification, as set forth in the Loan Documents, shall continue to apply and remain in full force and effect after the Effective Date in accordance with the Loan Documents.

3. Information Regarding Status of Loan Documents.

(a) Current Lenders and Loan Status. Attached hereto as Schedule I is the Register maintained by the Existing Agent, which Register the Existing Agent represents and warrants contains a true and correct list of the Lenders and the outstanding principal amount of, and accrued interest payable on, the Loans owing to each such Lender under the Credit Agreement as of close of business on March 21, 2024. Borrower agrees that to its knowledge such Register is true and correct as of such date.

(b) Loan Documents. The Existing Agent represents and warrants that Schedule II is a list of all the Loan Documents, excluding any certificates, documents, instruments, writings and/or other agreements delivered in connection with the Credit Agreement or the other Loan Documents, and as of the date hereof (but prior to giving effect to the Effective Date) there have been no amendments, supplements, consents or waivers to such Loan Documents, including to the schedules and exhibits thereto, to which the Existing Agent has knowledge or is a party, except as set forth on Schedule II and except for extensions of post-closing delivery deadlines set forth on Schedule 8.16 to the Credit Agreement.

4. Collateral.

(a) The Existing Agent hereby assigns to the Successor Collateral Agent on an as-is basis and without recourse and without any representation or warranty of any nature, each of the Liens and security interests granted to the Existing Agent in its capacity as Collateral Agent under the Security Documents for its benefit and the benefit of the Secured Parties, together with any claims, awards, and judgments, if any, in favor of the Existing Agent in its capacity as Collateral Agent under the Security Documents, and the Successor Collateral Agent hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties. For the avoidance of doubt, nothing in the foregoing

sentence shall require the Existing Agent to assign to the Successor Agent any fees or expenses or any claims, awards or judgments relating to indemnity, reimbursement or other protections to which the Existing Agent is entitled under the Loan Documents (in its capacity as Agent) received or incurred by, or due to, the Existing Agent prior to the Effective Date except as provided in Section 6(c) below. The Borrower and each of the other Loan Parties confirms and agrees that each of the Liens on the Collateral and security interests in the Collateral granted to the "Collateral Agent" under any of the Security Documents shall, from and after the Effective Date, be continuing Liens and security interests in favor of the Successor Collateral Agent for the benefit of the Secured Parties and, in the case of CEFS, that the guarantee and indemnities granted to the "Collateral Agent" under the Canadian Guarantee shall, from and after the Effective Date, be a continuing guarantee indemnity in favor of the Successor Collateral Agent for the benefit of the Secured Parties.

(b) The Loan Parties and the Existing Agent hereby authorize the Successor Collateral Agent (in each case, without obligation), at the Borrower's sole cost and expense, to file, on or after the date hereof, any UCC assignments, *Personal Property Security Act* (Alberta) or *Personal Property Security Act* (British Columbia) (collectively, the "**PPSA**") financing change statements or other assignments and amendments with respect to the UCC financing statements, PPSA financing statements, and other filings in respect of the Collateral, and to execute such other agreements or amendments in respect of the Collateral and the Security Documents, including filings with the United States Patent and Trademark Office and the United States Copyright Office (and equivalent filing offices in Canada, including, without limitation, the Canadian Intellectual Property Office) and assignments and/or amendments to account control agreements, as the Lenders reasonably deem necessary or appropriate to evidence Alter Domus' appointment as Collateral Agent effective as of the Effective Date. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, the Successor Agent shall not have any duty to file any financing or continuation statements or record any documents or instruments in any public office for purposes of creating, perfecting or maintaining any Lien or security interest created under the Security Documents or for otherwise perfecting or maintaining the perfection of any Lien or security interest in the Collateral. For the avoidance of doubt, the Borrower and/or the Majority Lenders (or their respective counsel or other designee), as applicable, shall make all necessary filings (including filings of continuation statements and amendments to UCC financing statements or PPSA financing statements that may be necessary to continue the effectiveness of such UCC financing statements or PPSA financing statements) or record any documents or instruments in any public office that the Majority Lenders reasonably deem necessary to maintain (at the sole cost and expense of the Borrower) the security interest created by the Security Documents in the Collateral as a perfected security interest, and promptly provide evidence thereof to the Successor Collateral Agent.

(c) The Existing Agent shall deliver all possessory Collateral, if any, held by the Existing Agent (the "**Possessory Collateral**") to the Successor Collateral Agent as expeditiously as possible following the Effective Date but in any event no later than five (5) Business Days after the Effective Date. Until such time as all Possessory Collateral is in the possession or control of the Successor Collateral Agent and all Liens granted in favor of the Existing Agent in the Collateral and all UCC-1 financing statements, PPSA financing change statements and other filings and registrations (including any documents filed or registered with the United States Copyright Office or the United States Patent and Trademark Office (and equivalent filing offices in Canada, including, without limitation, the Canadian Intellectual Property Office)) that name Stonepeak as Collateral Agent as a secured party have been assigned or otherwise transferred to the Successor Collateral Agent, the Existing Agent shall continue to hold such Collateral and/or Liens on such Collateral as bailee of the Successor Collateral Agent in accordance with the terms of this Agreement and the Security Documents, solely for the purposes of maintaining the priority and perfection of such Liens. Stonepeak, in its capacity as Existing Agent, shall be entitled to all the benefits of the Collateral Agent under the Loan Documents (including, without limitation, all provisions of any Loan Document that expressly survive (i) the termination of such Loan Document, (ii) the assignment of

Liens or (iii) the assignment or resignation of the Agents (collectively, the "**Surviving Provisions**")) with respect to all actions taken or omitted to be taken by Stonepeak in its capacity as Collateral Agent, including in connection with this Agreement. Schedule III contains a true, correct and complete list of all Possessory Collateral currently in the possession of the Existing Agent.

(d) The parties hereto hereby confirm that, as of the Effective Date, all of the protective provisions, indemnities, and expense obligations under the Credit Agreement and the other Loan Documents continue in effect for the benefit of the Existing Agent, its sub-agents and their respective affiliates, officers, directors, trustees, employees, advisors, agents and controlling Persons in respect of any actions taken or omitted to be taken by any of them while the Existing Agent was acting as Administrative Agent or Collateral Agent on or prior to the Effective Date or in furtherance of the provisions of this Agreement, and inure to the benefit of the Existing Agent, in each case, solely to the extent expressly set forth in, and subject to the terms and conditions of, the Credit Agreement and the other Loan Documents.

5. Return of Payments and Documents. In the event that, after the Effective Date, the Existing Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under any Loan Document, the Existing Agent agrees that such payment shall be held in trust for the Successor Agent, and the Existing Agent shall promptly return without setoff or counterclaim such payment to the Successor Agent for payment to the Person entitled thereto. Additionally, in the event that, after the Effective Date, the Existing Agent receives any instrument, agreement, report, financial statement, insurance policy, notice or other document under the Credit Agreement or any other Loan Document in its capacity as the Existing Agent, the Existing Agent agrees to promptly forward the same to the Successor Agent and to hold the same in trust for the Successor Agent until so forwarded.

6. Conditions Precedent to Effectiveness. This Agreement shall become effective, as of the date hereof (the "**Effective Date**"), upon the satisfaction of the following conditions:

(a) Each of the parties hereto shall have received executed counterparts of this Agreement from the Loan Parties, the Existing Agent, the Successor Agent and each of the Lenders.

(b) The Borrower shall have reimbursed each of the Existing Agent and the Successor Agent for all reasonable and documented out-of-pocket fees, charges and expenses due and payable as of the Effective Date (including the reasonable and documented fees and disbursements of external counsel to the Existing Agent and the Successor Agent through and including the Effective Date) to the extent the Borrower has received an invoice therefor at least two (2) Business Days prior to such date.

(c) The Successor Agent shall have received a fully executed copy of that certain Fee Letter dated as of the date hereof between the Borrower and the Successor Agent (the "**Successor Agent Fee Letter**") and the Successor Agent shall have received $54,292.05 from the Existing Agent in respect of the administrative agency fees under the Fee Letter (as referred to in the Credit Agreement prior to giving effect to this Agreement) attributable to the period from the Effective Date to the first anniversary of the Credit Agreement.

(d) Upon the request of the Successor Agent, the Borrower and the Lenders shall have provided to the Successor Agent the documentation and other information so reasonably requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act.

7. Covenants of Existing Agent. The Existing Agent covenants and agrees that it will: (i) deliver, or cause to be delivered, promptly to the Successor Agent (a) executed versions of the Loan Documents listed on Schedule II, to the extent not delivered to Successor Agent by the Borrower, and (b)

the administrative details and tax forms provided by each of the Lenders to the Existing Agent (to the extent the Existing Agent is in possession of such administrative details and tax forms), (ii) execute all documents as may be reasonably requested by the Successor Agent or the Majority Lenders to transfer the rights and privileges of the Existing Agent under the Loan Documents, in its capacity as Agent, to the Successor Agent and (iii) take all other actions reasonably requested by the Successor Agent or the Majority Lenders to facilitate the transfer of information to the Successor Agent in connection with the Loan Documents. The Existing Agent's expenses incurred in complying with this Section 7 will be paid pursuant to Section 12.03 of the Credit Agreement. It is the intention and understanding of the Existing Agent and the Successor Agent that any exchange of information under this Section 7 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "**Privileged Information**") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Existing Agent or the Successor Agent.

8. Covenants of Borrower. The Borrower agrees to take such actions from time to time as may be reasonably necessary to evidence the Existing Agent's resignation, the Successor Agent's appointment, and the assignment of the Liens and security interests hereunder, including, without limitation, to ensure that the requirements set forth in paragraphs (a)-(c) below are satisfied.

(a) Within thirty (30) days after the Effective Date (or such longer period as the Lead Arranger may agree in writing), the Successor Collateral Agent shall have received fully executed versions of Control Agreements with respect to (i) the Securities Account no. 510014500B held by the Borrower with PlainsCapital Bank, (ii) the Deposit Accounts nos. 00274 5230987 and 09032 73008008 held by Clean Energy Fueling Services Corp. with The Toronto-Dominion Bank, (iii) the Deposit Account no. 4120421367 held by the Borrower with Wells Fargo Bank, National Association and (iv) the Deposit Account nos. 3100032592, 7410028903, 3100046386, 7877746175, 7940897401 and 0040381238 held by the Borrower, Clean Energy Real Estate, LLC, Clean Energy Renewable Fuels, LLC, Clean Energy Renewable Development, LLC and Clean Energy Renewable Operations, LLC, respectively, with PlainsCapital Bank, in each case, in form and substance reasonably satisfactory to the Successor Agent and the Majority Lenders.

(b) Within ten (10) days after the Effective Date, the Borrower shall, or shall cause the applicable Loan Party to, with respect to the Boron Plant and the Pickens Plant, use commercially reasonable efforts (including without limitation, (i) paying all required Title Company fees and expenses and (ii) providing such recorded documents as the Title Company may reasonably request) to deliver to the Successor Collateral Agent an Alta 10 endorsement, in the case of the Boron Plant, and a T3 endorsement, in the case of the Pickens Plant, in each case, to the respective Title Policy.

(c) Within thirty (30) days after the Effective Date (or such longer period as the Lead Arranger may agree in writing), the Successor Collateral Agent shall have received insurance certificates and endorsements, naming the Successor Collateral Agent as loss payee or additional insured, as appropriate, in respect of all insurance policies required to be maintained pursuant to the Loan Documents, if any, in form and substance reasonably acceptable to the Majority Lenders.

9. Amendments to the Credit Agreement. Each of the undersigned Lenders, constituting the Majority Lenders, the Loan Parties and the Successor Agent agree that as of the Effective Date, the Credit Agreement shall be amended as set forth on Exhibit A hereto.

10. Fees and Expenses. Commencing on the Effective Date, the Existing Agent shall cease to be entitled to receive the fees payable to the Administrative Agent and the Collateral Agent pursuant to Section 3.05(a) of the Credit Agreement and, commencing on and after the Effective Date, such agent fees

shall be payable to the Successor Agent pursuant to the Successor Agent Fee Letter and such fees shall constitute "Secured Obligations" for all purposes of the Loan Documents. All other provisions of the Credit Agreement providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Existing Agent shall remain in full force and effect for the benefit of the Successor Agent. Notwithstanding the foregoing, the Existing Agent shall remain entitled to receive any accrued and unpaid expenses owed to it pursuant to any Loan Document and pursuant to Section 7 hereof and to retain any fees paid under the Fee Letter (as defined in the Credit Agreement prior to giving effect to this Agreement) to the extent attributable to the period from the Closing Date to the Effective Date.

11. Indemnification. The indemnification provisions set forth in Section 12.03 of the Credit Agreement shall apply and be enforceable by the Successor Agent in respect of its execution and delivery of this Agreement and the other instruments and agreements provided for herein, all actions taken or omitted by the Successor Agent and all claims based upon or arising in connection with any of the foregoing. The Successor Agent reserves the right to enforce, in respect of such execution, delivery, actions or claims, each and all of the rights, benefits, immunities, exculpatory provisions and indemnities enforceable by the Successor Agent under the Surviving Provisions.

12. Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

13. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

14. Submission To Jurisdiction; Waivers; Waivers of Jury Trial. The parties hereby agree that Section 12.09 of the Credit Agreement shall apply, *mutatis mutandis*, to this Agreement.

15. Representations and Warranties.

(a) The Borrower and each undersigned Lender each hereby represents and warrants on behalf of itself that (i) it has the power and authority to execute and perform its obligations under this Agreement and that such execution is not prohibited by law and has been duly and validly authorized by all necessary proceedings on its part, (ii) this Agreement has been duly authorized, executed and delivered by it, and constitutes its legal, valid and binding agreement enforceable against it in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor's rights or by general principals of equity, and (iii) none of the execution, delivery and performance of this Agreement by it will violate its certificate of incorporation, certificate of formation, bylaws, operating agreement, limited partnership agreement or other organizational documents.

(b) The Borrower represents and warrants that on and as of the date hereof, and on and as of the Effective Date, no Default or Event of Default has occurred and is continuing or will result from the execution of this Agreement and the transactions contemplated hereby as of the Effective Date.

(c) Each of the Existing Agent and the Successor Agent hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law.

16. Successors and Assigns. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of each of the parties hereto.

17. GOVERNING LAW. EACH PARTY HERETO HEREBY AGREES THAT ALL DISPUTES AMONG OR BETWEEN THEM, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK; PROVIDED THAT, WITH REGARD TO THE LAST SENTENCE OF SECTION 4(a) RELATING TO ANY CANADIAN SECURITY DOCUMENTS, SUCH SENTENCE SHALL BE CONSTRUED IN ACCORDANCE WITH AND IS GOVERNED BY THE LAWS OF THE PROVINCE OF ALBERTA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

18. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

19. Loan Documents. Upon the execution and delivery of this Agreement by the Borrower, the Existing Agent, the Successor Agent and the Majority Lenders, this Agreement shall be deemed to be a Loan Document, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Agreement.

20. Counterparts and Facsimile. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each of the parties and a copy thereof delivered to each party under this Agreement. Each party to this Agreement agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party to this Agreement agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. As used herein, “electronic signatures” mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

BORROWER: **CLEAN ENERGY**

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

PARENT: **CLEAN ENERGY FUELS CORP.**

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

SUBSIDIARY GUARANTORS:

CLEAN ENERGY & TECHNOLOGIES LLC
BLUE ENERGY LIMITED LLC
BLUE ENERGY GENERAL LLC
TRANSTAR ENERGY COMPANY L.P.
By: Blue Energy General LLC, its general partner
BLUE FUELS GROUP L.P.
By: Blue Energy General LLC, its general partner
CLEAN ENERGY TEXAS LNG, LLC
CLEAN ENERGY LNG, LLC
NG ADVANTAGE LLC
CLEAN ENERGY RENEWABLE FUELS, LLC
CLEAN ENERGY RENEWABLE DEVELOPMENT, LLC
CLEAN ENERGY FINANCE, LLC
CLEAN ENERGY LOS ANGELES, LLC
SOUTH FORK FUNDING, LLC
By: Clean Energy Renewable Development, LLC, its sole member
CLEAN ENERGY SOUTH FORK HOLDINGS, LLC
SOUTH FORK RENEWABLE ENERGY, LLC
O'BRYAN GRAIN RENEWABLE ENERGY, LLC
SOUTH FORK OHIO RENEWABLE ENERGY, LLC
CLEAN ENERGY REAL ESTATE, LLC

CLEAN ENERGY FUELING SERVICES CORP.
CLEAN ENERGY RENEWABLE OPERATIONS, LLC
CLNE PLASMAFLOW HOLDINGS, LLC
By: Clean Energy, its sole member
CLEAN ENERGY REAL ESTATE TEXAS, LLC
CLEAN ENERGY SOUTH FORK OHIO HOLDINGS, LLC
CLEAN ENERGY REAL ESTATE ARIZONA LLC
CLEAN ENERGY REAL ESTATE KENOSHA, LLC
CLEAN ENERGY REAL ESTATE NORTH CAROLINA, LLC
CLEAN ENERGY REAL ESTATE TENNESSEE, LLC
CLEAN ENERGY REAL ESTATE VIRGINIA LLC
CLEAN ENERGY REAL ESTATE WISCONSIN LLC

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

EXISTING AGENT**:**

STONEPEAK CLNE-L HOLDINGS LP

By: Stonepeak Opportunities Fund Associates LP, its general partner

By: Stonepeak Opportunities Fund GP Investors LP, its general partner

By: Stonepeak GP Investors Holdings LP, its general partner

By: Stonepeak GP Investors Upper Holdings LP, its general partner

By: Stonepeak GP Investors Holdings Manager LLC, its general partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

SUCCESSOR AGENT: **ALTER DOMUS PRODUCTS CORP.**

By: /s/ Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT AND FIRST AMENDMENT]

LENDERS:

STONEPEAK CLNE-L HOLDINGS LP

By: Stonepeak Opportunities Fund Associates LP, its general partner

By: Stonepeak Opportunities Fund GP Investors LP, its general partner

By: Stonepeak GP Investors Holdings LP, its general partner

By: Stonepeak GP Investors Upper Holdings LP, its general partner

By: Stonepeak GP Investors Holdings Manager LLC, its general partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

HUDSON WATERFRONT CREDIT FUND LP, as Lender

By: Stonepeak Hudson Credit Associates LP, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its General Partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT AND FIRST AMENDMENT]

STONEPEAK INFRASTRUCTURE CREDIT FUND I LP, as Lender

By: Stonepeak Credit Associates LLC, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its Managing Member

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT AND FIRST AMENDMENT]

List of Omitted Exhibits

The following exhibits and schedules to the Successor Agent Agreement and First Amendment to Senior Secured First Lien Term Loan Agreement, dated March 22, 2024, among Clean Energy, the other Loan Parties party thereto, Stonepeak CLNE-L Holdings LP, Alter Domus Products Corp. and the Lenders party thereto have not been provided herein:

Schedule I – Register
Schedule II – Loan Documents
Schedule III – Possessory Collateral
Exhibit A – Amendments to Credit Agreement

The registrant hereby undertakes to furnish supplementally a copy of any omitted exhibit to the Securities and Exchange Commission upon request.

Exhibit 10.2

LIMITED CONSENT AND SECOND AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN CREDIT AGREEMENT

This **LIMITED CONSENT AND SECOND AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN CREDIT AGREEMENT** (this "**Amendment**") is entered into as of May 8, 2024, among Clean Energy, a California corporation (the "**Borrower**"), Clean Energy Fuels Corp, a Delaware corporation (the "**Parent**"), the undersigned Subsidiary Guarantors, Alter Domus Products Corp. (in its individual capacity, "**Alter Domus**"), as administrative agent (in such capacity, the "**Administrative Agent**") for the lenders party to the Credit Agreement referred to below (collectively, the "**Lenders**"), and the undersigned Lenders.

RECITALS

WHEREAS, the Borrower, the Parent, the Administrative Agent, Alter Domus, as collateral agent, and the Lenders are party to that certain Senior Secured First Lien Term Loan Credit Agreement, dated as of December 12, 2023 (as amended by that certain Successor Agent Agreement and First Amendment to Senior Secured First Lien Term Loan Agreement, dated as of March 22, 2024, and as further amended, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement, the Lenders have made Loans to the Borrower and provided certain other credit accommodations to the Borrower;

WHEREAS, the Lenders party hereto constitute all of the Lenders;

WHEREAS, pursuant to the definition of Permitted Additional JV, the Borrower has requested the approval by the Administrative Agent to the formation of the Additional JV (as defined below) as a Permitted Additional JV and the entry into the Additional JV Documents (as defined below) by CERD and the Administrative Agent desires to evidence such consent in this Amendment as more fully specified herein;

WHEREAS, the Additional JV constitutes an affiliate transaction for the Lenders and as such, the Lenders desire that they shall (i) be deemed to have directed the Administrative Agent to grant such approval automatically upon the approval by the appropriate governing body of CERD of the Additional JV and entry into the Additional JV Documents and (ii) not be deemed to have exercised independent discretion in providing such direction; and

WHEREAS, the Lenders party hereto and the Administrative Agent, together with the Borrower, the Parent and the Subsidiary Guarantors, have further agreed to amend certain provisions of the Credit Agreement, upon the terms and conditions as set forth herein and to be effective as of the Second Amendment Effective Date (as defined below).

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Each capitalized term used herein, but not otherwise defined herein, has the meaning given such term in the Credit Agreement, as amended by this Amendment.

Section 2. Consent Matters.

2.1 Consent to Additional JV.

(a) The Borrower has (i) notified the Administrative Agent that CERD intends to enter into (A) that certain Limited Liability Company Agreement of MEW Clean Energy Holdings, LLC, a Delaware limited liability company (the "**Additional JV**"), to be dated on or about May 8, 2024, among CERD, Maas Energy Works, LLC, a Delaware limited liability company, and any other Person admitted as a Member in accordance with the terms thereof, substantially in the form attached as Exhibit A-1 to the Second Amendment (provided that any changes from the form attached as Exhibit A-1, including the attachment of any Exhibits, Schedules or Annexes thereto, shall not be adverse to the interests of the Lenders in any material respect) (the "**Additional JV Operating Agreement**"), and (B) that certain Joint Development Agreement, to be dated on or about May 8, 2024, by and between Maas Energy Works, LLC, a Delaware limited liability company, Livestock Renewables LLC, a Delaware limited liability company, and CERD, substantially in the form attached as Exhibit A-2 to the Second Amendment (provided that any changes from the form attached as Exhibit A-2, including the attachment of any Exhibits, Schedules or Annexes thereto, shall not be adverse to the interests of the Lenders in any material respect) (the "**Additional JV Joint Development Agreement**" and together with the Additional JV Operating Agreement, the "**Additional JV Documents**"), in connection with the formation of, and development of projects by, the Additional JV and (ii) requested that the Administrative Agent provide its written approval to CERD's entry into the Additional JV as a "Permitted Additional JV".

(b) Given the affiliated nature of the Additional JV, (i) the Lenders hereby recuse themselves from an independent determination and instead direct the Administrative Agent to consent to the formation of the Additional JV as a "Permitted Additional JV" and CERD's entry into the related Additional JV Documents as "Permitted Additional JV Documents" on a one-time basis and subject to the limitations set forth in Section 2.2 below (such consent, the "**Additional JV Consent**") automatically upon the authorization of the foregoing by the appropriate governing body of CERD as evidenced by the delivery to the Administrative Agent of the certificate contemplated in Section 4.2 and (ii) the Administrative Agent does hereby grant the Additional JV Consent.

2.2 Limitations on Consent. Other than the limited consents set forth in Section 2.1(b), nothing contained herein shall be deemed a consent to, or waiver of, any action or inaction of the Borrower, the Parent or any of the other Loan Parties that constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Loan Document, or which results (or would result) in a Default or Event of Default under the Credit Agreement or any other Loan Document. This Section 2 shall not constitute a course of conduct or dealing among the parties. The Administrative Agent and the Lenders shall have no obligation to grant any future waivers, consents or amendments with respect to the Credit Agreement or any other Loan Document, and the parties hereto agree that the limited consents provided in the above provisions of this Section

2 shall constitute a one-time consent and shall not waive, affect, or diminish any right of the Administrative Agent or the Lenders to hereafter demand strict compliance with the Credit Agreement and the other Loan Documents.

Section 3. Amendments. In reliance on the representations, warranties, covenants and agreements contained in this Amendment (other than the consents set forth in Section 2, which are granted by the Administrative Agent independent of the amendments set forth in this Section 3), and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Credit Agreement is, effective as of the Second Amendment Effective Date, hereby amended as follows:

3.1 Amendments to Section 1.02.

(a) Section 1.01 of the Credit Agreement is hereby amended to amend and restate the following definitions in their entireties as follows:

"**Material Contracts**" means the collective reference to (a) the Amazon Agreements, (b) the bp JV Contracts, (c) the TotalEnergies JV Contracts, (d) the Rimere JV Agreement, (e) the Tourmaline JV Agreement, (f) the Maas JV Documents, (g) any Permitted Additional JV Document and (h) any other contract or other arrangement (other than the Loan Documents) to which any Loan Party, any Material Joint Venture or any Subsidiary is a party that generates, or is reasonably expected to generate, revenues or results in, or is reasonably expected to result in, liabilities to the Loan Parties and their respective Subsidiaries in excess of $10,000,000 in any fiscal year, but excluding in all cases, all Material Station Agreements.

"**Material Joint Venture**" means each of (a) the bp JV, (b) the TotalEnergies JV, (c) the TotalEnergies DR JV, (d) the Rimere JV, (e) any Permitted Additional TotalEnergies JV, (f) the Maas JV and (g) any other Permitted Additional JV.

"**Subsidiary**" means, with respect to any Person (the "**parent**") at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (a) of which Equity Interests representing more than 50% of the equity or more than 50% of the ordinary voting power (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) or, in the case of a partnership, any general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent; provided, however, that, (i) for the avoidance of doubt, following the Closing Date if the Rimere JV ceases to be a "Subsidiary" as a result of no longer fitting the foregoing criteria for being a "Subsidiary", then from and after such date, the Rimere JV shall no longer be considered a Subsidiary of Parent or its Subsidiaries (the understanding being that it shall thereafter constitute only a

Material Joint Venture for all purposes hereunder) and (ii) unless and until the criteria set forth in clause (b) of this definition is satisfied with respect to the Maas JV, the Maas JV shall not constitute a Subsidiary of any Loan Party.

(b) Section 1.01 of the Credit Agreement is hereby amended to insert the following definitions in appropriate alphabetical order:

"**Maas Joint Development Agreement**" means that certain Joint Development Agreement, to be dated on or about May 8, 2024, by and between Maas Energy Works, LLC, a Delaware limited liability company, Livestock Renewables LLC, a Delaware limited liability company, and CERD, substantially in the form attached as Exhibit A-2 to the Second Amendment.

"**Maas Joint Venture Documents**" means the Maas Joint Development Agreement and the Maas Operating Agreement.

"**Maas JV**" means MEW Clean Energy Holdings, LLC, a Delaware limited liability company.

"**Maas Operating Agreement**" means that certain Limited Liability Company Agreement of Maas JV, to be dated on or about May 8, 2024, among CERD, Maas Energy Works, LLC, a Delaware limited liability company, and any other Person admitted as a Member in accordance with the terms thereof, substantially in the form attached as Exhibit A-1 to the Second Amendment.

"**Maas Permitted Transfer Restrictions**" means the restrictions or limitations set forth in Sections 11.1(D), 11.4 and 11.5 of the Maas Operating Agreement and Section 9.7.1 of the Maas Joint Development Agreement.

"**Second Amendment**" means that certain Limited Consent and Second Amendment to Senior Secured First Lien Term Loan Credit Agreement, dated as of May 8, 2024, by and among the Borrower, the Parent, the Subsidiary Guarantors party thereto, the Administrative Agent and the Lenders party thereto.

3.2 Amendment to Section 7.13. Section 7.13 of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"Section 7.13 Restriction on Liens. Except with respect to (i) the TotalEnergies DR JV Agreement as contemplated under Section 8.16 or otherwise permitted under Section 9.13 and (ii) Maas Permitted Transfer Restrictions, no Loan Party, Material Joint Venture or, solely in the case of clause (ii) below, Subsidiary of any Loan Party, is a party to any Material Contract, documentation evidencing Material Indebtedness or other material agreement or arrangement (other than (a) Capital Leases and purchase money Indebtedness creating Liens permitted by Section 9.03(c), but only on the Property subject of such Capital Lease or purchase money Indebtedness, (b) documentation in respect of cash collateral granting Liens permitted by Section 9.03(d), Section 9.03(g), or Section 9.03(l), but only on the Property subject of such cash collateral arrangement and (c) grant agreements but

solely with respect to Liens on property constructed or acquired with the proceeds of such grant agreement), or is subject to any order, judgment, writ or decree, which either restricts or purports to restrict the ability to grant Liens to the Agents and the Lenders (i) on or in respect of its Properties or (ii) on or in respect of its Equity Interests, in each case, to secure the Secured Obligations and the Loan Documents or the ability of the Collateral Agent (on behalf of the Secured Parties) to enforce such Liens in accordance with the terms of the Loan Documents.

3.3 Amendment to Section 8.12(c). Section 8.12(c) of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"(c) Material Contracts. Other than solely with respect to the Maas Permitted Transfer Restrictions, with respect to any Material Contract entered into or otherwise acquired, or upon qualification of a contract as a Material Contract pursuant to clause (g) of the definition thereof, in each case, after the Closing Date, each of Parent and the Borrower will, and will cause each Material Joint Venture and each Subsidiary to, cause such Material Contract to permit or otherwise be subject to the Lien of the Collateral Agent under the Security Documents free and clear of any restriction on the granting of such Liens or the ability of the Collateral Agent (on behalf of the Secured Parties) to enforce such Liens concurrently with the execution of such Material Contract or substantially concurrently with the qualification of such contract as a Material Contract, as applicable, including, if necessary, by causing the applicable counterparty to execute and deliver a Consent Agreement."

3.4 Amendment to Section 9.05(f). Section 9.05(f) of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"(f) subject to Section 9.16, Investments (other than the making of any member loan) in (i) any Material Joint Venture (other than the TotalEnergies JV, the TotalEnergies DR JV, the Rimere JV and the Maas JV) in accordance with the terms of the Organizational Documents of such Material Joint Venture, (ii) from and after the date that the fully-executed Total Consent Agreement is delivered to the Administrative Agent, the TotalEnergies JV and the Total Energies DR JV and (iii) Investments in the Maas JV (A) in an aggregate amount not to exceed $150,000,000 or (B) otherwise consented to by the Lenders in their reasonable discretion, so long as in each case with respect to the foregoing clauses (i), (ii) and (iii), no Default or Event of Default has occurred and is continuing or would immediately result therefrom."

3.5 Amendment to Section 9.13(b). Section 9.13(b) of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"(b) Except with respect to the Rimere JV Agreement, the TotalEnergies JV Agreement, the TotalEnergies DR JV Agreement and the Maas Permitted Transfer Restrictions, neither Parent nor the Borrower will, and will not permit any Material Joint Venture or any Subsidiary to, create, incur, assume or suffer to exist

any direct or indirect prohibition or restriction (including, without limitation, any change of control or other transfer restrictions) with respect to the ability of the Collateral Agent (on behalf of the Secured Parties) to enforce any Lien on any Material Contract or any Loan Party's, any Material Joint Venture's or any Subsidiary's direct or indirect rights thereunder in accordance with the terms of the Loan Documents."

Section 4. Conditions Precedent to Amendment. The limited consents provided in Section 2 and the amendments contained in Section 3 shall be effective upon the satisfaction of the following conditions precedent (such date of satisfaction, the "**Second Amendment Effective Date**"):

4.1 Signature Pages. The Administrative Agent shall have received counterparts to this Amendment duly executed by the Administrative Agent, each Lender, the Borrower, the Parent and each undersigned Subsidiary Guarantor.

4.2 Joint Venture Documents. The Administrative Agent and the Lenders shall have received a certificate of a Responsible Officer of the Borrower (i) attaching thereto true and complete executed copies of each of the Additional JV Documents, (ii) certifying that each Additional JV Document attached thereto is in form and substance substantially the same as Exhibit A-1 or Exhibit A-2 attached hereto, as applicable, and (iii) certifying that the entry into the Additional JV Documents by CERD has been duly authorized by all necessary limited liability or other corporate action on the part of CERD and that the Additional JV Documents are legal, valid and binding obligations of CERD, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4.3 Fees and Expenses. The Borrower shall have reimbursed each of the Administrative Agent and the Lead Arranger for all reasonable and documented out-of-pocket fees, charges and expenses due and payable as of the Second Amendment Effective Date to the extent the Borrower has received an invoice therefor at least two (2) Business Days prior to such date.

4.4 Representations and Warranties. Each representation and warranty of the Borrower, the Parent and/or each Subsidiary Guarantor contained in the Credit Agreement and the other Loan Documents, including those set forth in Section 5 below, is true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) on and as of the Second Amendment Effective Date immediately after giving effect to this Amendment, except to the extent any such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) as of such earlier date).

4.5 No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing prior to, or immediately after giving effect to, the limited consents in Section 2 hereto.

Section 5. Representations and Warranties. To induce the Lenders and the Administrative Agent to enter into this Amendment, each of the Borrower, the Parent and each Subsidiary Guarantor hereby represents and warrants to the Lenders and the Administrative Agent as follows:

5.1 Authority; Enforceability. This Amendment has been duly executed and delivered by the Borrower, the Parent and each Subsidiary Guarantor and each of this Amendment and the Credit Agreement as amended hereby constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.2 Approvals; No Conflicts. Neither the execution and delivery of this Amendment by the Borrower, the Parent or any Subsidiary Guarantor, nor the consummation of the transactions herein contemplated or in compliance with the terms and provisions hereof by any of them (a) requires any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including holders of its Equity Interests or any class of directors or managers, whether interested or disinterested, of any Loan Party or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of this Amendment or any other Loan Document or the consummation of the transactions contemplated hereby or thereby, except such as have been obtained or made and are in full force and effect, (b) will violate (i) in any material respect, any applicable law or regulation or (ii) any Organizational Document of any Loan Party or any Subsidiary of any Loan Party or any order of any Governmental Authority, (c) will violate or constitute a default under or result in any breach of any Material Indebtedness or Material Contract binding upon any Loan Party, any Material Joint Venture or any Subsidiary of any Loan Party or any of their Properties, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will result in the creation or imposition of any Lien on any Collateral or any other Property of any Loan Party or any Subsidiary of any Loan Party (other than the Liens created by the Loan Documents).

5.3 No Default or Event of Default has occurred and is continuing prior to, or immediately after giving effect to, the limited consents in Section 2 hereto.

5.4 Each representation and warranty of the Borrower, the Parent and/or each Subsidiary Guarantor contained in the Credit Agreement and the other Loan Documents, is true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) on and as of the Second Amendment Effective Date immediately after giving effect to this Amendment, except to the extent any such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) as of such earlier date).

Section 6. Miscellaneous.

6.1 Reaffirmation of Loan Documents. Any and all of the terms and provisions of the Credit Agreement and the other Loan Documents shall, except as amended and modified hereby, remain in full force and effect and, to the knowledge of the Borrower, the Parent and each

Subsidiary Guarantor, none of the Borrower, the Parent nor any such Subsidiary Guarantor has any defense to its obligations to pay the Secured Obligations when due. The Borrower, the Parent and each Subsidiary Guarantor hereby agrees that the amendments and modifications herein contained shall not limit or impair any Liens securing the Secured Obligations or the Borrower's, the Parent's or such Subsidiary Guarantor's obligation to pay the Secured Obligations when due, each of which is hereby ratified and affirmed.

6.2 Entire Agreement. This Amendment states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Amendment, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

6.3 Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

6.4 Governing Law; Submission To Jurisdiction; Waivers; Waivers of Jury Trial. The parties hereby agree that Section 12.09 of the Credit Agreement shall apply, *mutatis mutandis*, to this Amendment.

6.5 Successors and Assigns. This Amendment shall inure to the benefit and be binding upon the successors and permitted assigns of each of the parties hereto.

6.6 Severability. In the event that any provision of this Amendment, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Amendment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.7 Loan Documents. Upon the execution and delivery of this Amendment by the Borrower, the Parent, the Subsidiary Guarantors, the Administrative Agent and the Lenders, this Amendment shall be deemed to be a Loan Document, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment.

6.8 Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each of the parties and a copy thereof delivered to each party under this Amendment. Each party to this Amendment agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party to this Amendment agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party agrees that this Amendment and any other documents to be delivered

in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

6.9 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

6.10 Direction to Administrative Agent. The undersigned Lenders party hereto hereby (a) direct the Administrative Agent to execute and deliver this Amendment, and (b) acknowledge and agree that the direction in this Section 6.10 constitutes a direction from the Lenders under the provisions of Section 11.02 of the Credit Agreement. The Borrower, the Parent, the Subsidiary Guarantors and the Lenders party hereto expressly agree and confirm that the Administrative Agent's right to indemnification, as set forth in Section 12.03 of the Credit Agreement, shall apply with respect to any and all losses, claims, liabilities, costs and expenses that the Administrative Agent incurs, asserts or is awarded against the Administrative Agent in connection with this Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

BORROWER: **CLEAN ENERGY**

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

PARENT: **CLEAN ENERGY FUELS CORP.**

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

[SIGNATURE PAGE – LIMITED CONSENT AND SECOND AMENDMENT – CLEAN ENERGY]

SUBSIDIARY GUARANTORS:

CLEAN ENERGY & TECHNOLOGIES LLC
BLUE ENERGY LIMITED LLC
BLUE ENERGY GENERAL LLC
TRANSTAR ENERGY COMPANY L.P.
By: Blue Energy General LLC, its general partner
BLUE FUELS GROUP L.P.
By: Blue Energy General LLC, its general partner
CLEAN ENERGY TEXAS LNG, LLC
CLEAN ENERGY LNG, LLC
NG ADVANTAGE LLC
CLEAN ENERGY RENEWABLE FUELS, LLC
CLEAN ENERGY RENEWABLE DEVELOPMENT, LLC
CLEAN ENERGY FINANCE, LLC
CLEAN ENERGY LOS ANGELES, LLC
SOUTH FORK FUNDING, LLC
By: Clean Energy Renewable Development, LLC, its sole member
CLEAN ENERGY SOUTH FORK HOLDINGS, LLC
SOUTH FORK RENEWABLE ENERGY, LLC
O'BRYAN GRAIN RENEWABLE ENERGY, LLC
SOUTH FORK OHIO RENEWABLE ENERGY, LLC
CLEAN ENERGY REAL ESTATE, LLC
CLEAN ENERGY FUELING SERVICES CORP.
CLEAN ENERGY RENEWABLE OPERATIONS, LLC
CLNE PLASMAFLOW HOLDINGS, LLC
By: Clean Energy, its sole member
CLEAN ENERGY REAL ESTATE TEXAS, LLC
CLEAN ENERGY SOUTH FORK OHIO HOLDINGS, LLC

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

CLEAN ENERGY REAL ESTATE ARIZONA LLC
CLEAN ENERGY REAL ESTATE KENOSHA, LLC
CLEAN ENERGY REAL ESTATE NORTH CAROLINA, LLC
CLEAN ENERGY REAL ESTATE TENNESSEE, LLC
CLEAN ENERGY REAL ESTATE VIRGINIA LLC
CLEAN ENERGY REAL ESTATE WISCONSIN LLC

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

ADMINISTRATIVE AGENT:

ALTER DOMUS PRODUCTS CORP.

By: /s/ Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

LENDERS:

STONEPEAK CLNE-L HOLDINGS LP

By: Stonepeak Opportunities Fund Associates LP, its general partner

By: Stonepeak Opportunities Fund GP Investors LP, its general partner

By: Stonepeak GP Investors Holdings LP, its general partner

By: Stonepeak GP Investors Upper Holdings LP, its general partner

By: Stonepeak GP Investors Holdings Manager LLC, its general partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

HUDSON WATERFRONT CREDIT FUND LP,
as Lender

By: Stonepeak Hudson Credit Associates LP, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its General Partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

STONEPEAK INFRASTRUCTURE CREDIT FUND I LP,
as Lender

By: Stonepeak Credit Associates LLC, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its Managing Member

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

List of Omitted Exhibits

The following exhibits to the Limited Consent and Second Amendment to Senior Secured First Lien Term Loan Credit Agreement, dated May 8, 2024, among Clean Energy, Clean Energy Fuels Corp., the Subsidiary Guarantors, Alter Domus Products Corp., and the Lenders thereto have not been provided herein:

Exhibit A-1 – Additional JV Operating Agreement
Exhibit A-2 – Additional JV Joint Development Agreement

The registrant hereby undertakes to furnish supplementally a copy of any omitted exhibit to the Securities and Exchange Commission upon request.

Exhibit 10.3

LIMITED CONSENT AND THIRD AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN CREDIT AGREEMENT

This **LIMITED CONSENT AND THIRD AMENDMENT TO SENIOR SECURED FIRST LIEN TERM LOAN CREDIT AGREEMENT** (this "**Amendment**") is entered into as of July 22, 2024, among Clean Energy, a California corporation (the "**Borrower**"), Clean Energy Fuels Corp, a Delaware corporation (the "**Parent**"), the undersigned Subsidiary Guarantors, Alter Domus Products Corp. (in its individual capacity, "**Alter Domus**"), as administrative agent (in such capacity, the "**Administrative Agent**") for the lenders party to the Credit Agreement referred to below (collectively, the "**Lenders**"), and the undersigned Lenders.

RECITALS

WHEREAS, the Borrower, the Parent, the Administrative Agent, Alter Domus, as collateral agent, and the Lenders are party to that certain Senior Secured First Lien Term Loan Credit Agreement, dated as of December 12, 2023 (as amended by that certain Successor Agent Agreement and First Amendment to Senior Secured First Lien Term Loan Agreement (the "**Successor Agency Agreement**"), dated as of March 22, 2024, and as further amended by that certain Limited Consent and Second Amendment to Senior Secured First Lien Term Loan Agreement, dated as of May 8, 2024, and as further amended, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement, the Lenders have made Loans to the Borrower and provided certain other credit accommodations to the Borrower;

WHEREAS, the Lenders party hereto constitute all of the Lenders;

WHEREAS, the Borrower was required to complete certain post-closing items, as specified in Section 8.16 of the Credit Agreement and in Section 8 of the Successor Agency Agreement, and has requested that the Administrative Agent and the Lenders enter into this Amendment to evidence the satisfaction of such requirements, subject to the terms and conditions set forth herein;

WHEREAS, the Lenders party hereto and the Administrative Agent, together with the Borrower, the Parent and the Subsidiary Guarantors, have further agreed to amend certain provisions of the Credit Agreement, upon the terms and conditions as set forth herein and to be effective as of the Third Amendment Effective Date (as defined below).

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Each capitalized term used herein, but not otherwise defined herein, has the meaning given such term in the Credit Agreement, as amended by this Amendment.

Section 2. Consent Matters.

2.1 Consent to Satisfaction of Insurance Covenant.

(a) The Borrower has delivered to the Administrative Agent certain insurance certificates and endorsements, attached hereto as Exhibit A, and requested that the Administrative Agent and Lenders agree that the requirements of Section 8.07 of the Credit Agreement and Section 8(c) of the Successor Agency Agreement have been satisfied notwithstanding certain changes to the Loan Parties' insurance policies that have occurred since the Closing Date and have been disclosed in writing to the Lenders.

(b) The Lenders agree and hereby direct the Administrative Agent to consent to the Borrower's satisfaction of the covenant in Section 8.07 of the Credit Agreement and the covenant in Section 8(c) of the Successor Agent Agreement and the Administrative Agent does hereby grant the consent effective as of the Third Amendment Effective Date.

2.2 Limitations on Consent. Nothing contained herein shall be deemed a consent to, or waiver of, any action or inaction of the Borrower, the Parent or any of the other Loan Parties that constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Loan Document, or which results (or would result) in a Default or Event of Default under the Credit Agreement or any other Loan Document. This Section 2 shall not constitute a course of conduct or dealing among the parties. The Administrative Agent and the Lenders shall have no obligation to grant any future waivers, consents or amendments with respect to the Credit Agreement or any other Loan Document, and the parties hereto agree that the limited consents provided in the above provisions of this Section 2 shall constitute a one-time consent and shall not waive, affect, or diminish any right of the Administrative Agent or the Lenders to hereafter demand strict compliance with the Credit Agreement and the other Loan Documents.

Section 3. Amendments. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Credit Agreement is, effective as of the Third Amendment Effective Date, hereby amended as follows:

3.1 Amendment to Section 8.14.

(a) Section 8.14 of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"Section 8.14 Control Agreements. Each of Parent and the Borrower will, and will cause each of its Subsidiaries that are Loan Parties to, cause each Deposit Account, Securities Account or Commodity Account of the Loan Parties (other than Excluded Accounts) to be subject to a Control Agreement (a) with respect to Deposit Accounts, Securities Accounts or Commodity Accounts in existence as of the Closing Date, within forty-five (45) days of the Closing Date (or such longer period as the Administrative Agent may agree in writing), provided that no Control Agreement shall be required for the deposit accounts in the name of Clean Energy Fueling Services Corp., with the account numbers ending in ***0987 and ***8008 held at Toronto-Dominion Bank (the "**Specified TD Accounts**"), so long as (i) the balance of the Specified TD Accounts, in the aggregate, do not exceed $6,000,000.00 at any time and (ii) the Borrower agrees to use commercially reasonable efforts to cause (and to cause Clean Energy Fueling Services Corp. to cause) the Specified TD Accounts to become subject to a Control Agreement and (b) with respect to Deposit Accounts,

Securities Accounts or Commodity Accounts entered into after the Closing Date, at the time entered into and at all times thereafter."

Section 4. Conditions Precedent to Amendment. The limited consents provided in Section 2 and the amendments contained in Section 3 shall be effective upon the satisfaction of the following conditions precedent (such date of satisfaction, the "**Third Amendment Effective Date**"):

4.1 Signature Pages. The Administrative Agent shall have received counterparts to this Amendment duly executed by the Administrative Agent, each Lender, the Borrower, the Parent and each undersigned Subsidiary Guarantor.

4.2 Fees and Expenses. The Borrower shall have reimbursed each of the Administrative Agent and the Lead Arranger for all reasonable and documented out-of-pocket fees, charges and expenses due and payable as of the Third Amendment Effective Date to the extent the Borrower has received an invoice therefor at least two (2) Business Days prior to such date.

4.3 Representations and Warranties. Each representation and warranty of the Borrower, the Parent and/or each Subsidiary Guarantor contained in the Credit Agreement and the other Loan Documents, including those set forth in Section 5 below, is true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) on and as of the Third Amendment Effective Date immediately after giving effect to this Amendment, except to the extent any such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) as of such earlier date).

4.4 No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing immediately after giving effect to this Amendment.

Section 5. Representations and Warranties. To induce the Lenders and the Administrative Agent to enter into this Amendment, each of the Borrower, the Parent and each Subsidiary Guarantor hereby represents and warrants to the Lenders and the Administrative Agent as follows:

5.1 Authority; Enforceability. This Amendment has been duly executed and delivered by the Borrower, the Parent and each Subsidiary Guarantor and each of this Amendment and the Credit Agreement as amended hereby constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.2 Approvals; No Conflicts. Neither the execution and delivery of this Amendment by the Borrower, the Parent or any Subsidiary Guarantor, nor the consummation of the transactions herein contemplated or in compliance with the terms and provisions hereof by any of them (a) requires any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including holders of its Equity Interests or any class of directors or managers, whether interested or disinterested, of any Loan Party or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the

validity or enforceability of this Amendment or any other Loan Document or the consummation of the transactions contemplated hereby or thereby, except such as have been obtained or made and are in full force and effect, (b) will violate (i) in any material respect, any applicable law or regulation or (ii) any Organizational Document of any Loan Party or any Subsidiary of any Loan Party or any order of any Governmental Authority, (c) will violate or constitute a default under or result in any breach of any Material Indebtedness or Material Contract binding upon any Loan Party, any Material Joint Venture or any Subsidiary of any Loan Party or any of their Properties, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will result in the creation or imposition of any Lien on any Collateral or any other Property of any Loan Party or any Subsidiary of any Loan Party (other than the Liens created by the Loan Documents).

5.3 No Default or Event of Default has occurred and is continuing immediately after giving effect to this Amendment.

5.4 Each representation and warranty of the Borrower, the Parent and/or each Subsidiary Guarantor contained in the Credit Agreement and the other Loan Documents, is true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) on and as of the Third Amendment Effective Date immediately after giving effect to this Amendment, except to the extent any such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (or, to the extent already qualified by materiality, in all respects) as of such earlier date).

Section 6. Miscellaneous.

6.1 Reaffirmation of Loan Documents. Any and all of the terms and provisions of the Credit Agreement and the other Loan Documents shall, except as amended and modified hereby, remain in full force and effect and, to the knowledge of the Borrower, the Parent and each Subsidiary Guarantor, none of the Borrower, the Parent nor any such Subsidiary Guarantor has any defense to its obligations to pay the Secured Obligations when due. The Borrower, the Parent and each Subsidiary Guarantor hereby agrees that the amendments and modifications herein contained shall not limit or impair any Liens securing the Secured Obligations or the Borrower's, the Parent's or such Subsidiary Guarantor's obligation to pay the Secured Obligations when due, each of which is hereby ratified and affirmed.

6.2 Entire Agreement. This Amendment states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Amendment, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

6.3 Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

6.4 Governing Law; Submission To Jurisdiction; Waivers; Waivers of Jury Trial. The parties hereby agree that Section 12.09 of the Credit Agreement shall apply, *mutatis mutandis*, to this Amendment.

6.5 Successors and Assigns. This Amendment shall inure to the benefit and be binding upon the successors and permitted assigns of each of the parties hereto.

6.6 Severability. In the event that any provision of this Amendment, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Amendment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.7 Loan Documents. Upon the execution and delivery of this Amendment by the Borrower, the Parent, the Subsidiary Guarantors, the Administrative Agent and the Lenders, this Amendment shall be deemed to be a Loan Document, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment.

6.8 Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each of the parties and a copy thereof delivered to each party under this Amendment. Each party to this Amendment agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party to this Amendment agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other party. Each party agrees that this Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

6.9 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

6.10 Direction to Administrative Agent. The undersigned Lenders party hereto hereby (a) direct the Administrative Agent to execute and deliver this Amendment, and (b) acknowledge and agree that the direction in this Section 6.10 constitutes a direction from the Lenders under the provisions of Section 11.02 of the Credit Agreement. The Borrower, the Parent, the Subsidiary Guarantors and the Lenders party hereto expressly agree and confirm that the Administrative Agent's right to indemnification, as set forth in Section 12.03 of the Credit Agreement, shall apply with respect to any and all losses, claims, liabilities, costs and expenses that the Administrative Agent incurs, asserts or is awarded against the Administrative Agent in connection with this Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

BORROWER: **CLEAN ENERGY**

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

PARENT: **CLEAN ENERGY FUELS CORP.**

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

SUBSIDIARY GUARANTORS:

CLEAN ENERGY & TECHNOLOGIES LLC
BLUE ENERGY LIMITED LLC
BLUE ENERGY GENERAL LLC
TRANSTAR ENERGY COMPANY L.P.
By: Blue Energy General LLC, its general partner
BLUE FUELS GROUP L.P.
By: Blue Energy General LLC, its general partner
CLEAN ENERGY TEXAS LNG, LLC
CLEAN ENERGY LNG, LLC
NG ADVANTAGE LLC
CLEAN ENERGY RENEWABLE FUELS, LLC
CLEAN ENERGY RENEWABLE DEVELOPMENT, LLC
CLEAN ENERGY FINANCE, LLC
CLEAN ENERGY LOS ANGELES, LLC
SOUTH FORK FUNDING, LLC
By: Clean Energy Renewable Development, LLC, its sole member
CLEAN ENERGY SOUTH FORK HOLDINGS, LLC
SOUTH FORK RENEWABLE ENERGY, LLC
O'BRYAN GRAIN RENEWABLE ENERGY, LLC
SOUTH FORK OHIO RENEWABLE ENERGY, LLC
CLEAN ENERGY REAL ESTATE, LLC
CLEAN ENERGY FUELING SERVICES CORP.
CLEAN ENERGY RENEWABLE OPERATIONS, LLC
CLNE PLASMAFLOW HOLDINGS, LLC
By: Clean Energy, its sole member
CLEAN ENERGY REAL ESTATE TEXAS, LLC
CLEAN ENERGY SOUTH FORK OHIO HOLDINGS, LLC

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

CLEAN ENERGY REAL ESTATE ARIZONA LLC
CLEAN ENERGY REAL ESTATE KENOSHA, LLC
CLEAN ENERGY REAL ESTATE NORTH CAROLINA, LLC
CLEAN ENERGY REAL ESTATE TENNESSEE, LLC
CLEAN ENERGY REAL ESTATE VIRGINIA LLC
CLEAN ENERGY REAL ESTATE WISCONSIN LLC

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

ADMINISTRATIVE AGENT:

ALTER DOMUS PRODUCTS CORP.

By: /s/ Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

LENDERS:

STONEPEAK CLNE-L HOLDINGS LP

By: Stonepeak Opportunities Fund Associates LP, its general partner

By: Stonepeak Opportunities Fund GP Investors LP, its general partner

By: Stonepeak GP Investors Holdings LP, its general partner

By: Stonepeak GP Investors Upper Holdings LP, its general partner

By: Stonepeak GP Investors Holdings Manager LLC, its general partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

HUDSON WATERFRONT CREDIT FUND LP,
as Lender

By: Stonepeak Hudson Credit Associates LP, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its General Partner

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

STONEPEAK INFRASTRUCTURE CREDIT FUND I LP,
as Lender

By: Stonepeak Credit Associates LLC, as its General Partner
By: Stonepeak GP Investors Manager LLC, as its Managing Member

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

List of Omitted Exhibits

The following exhibit to the Limited Consent and Third Amendment to Senior Secured First Lien Term Loan Credit Agreement, dated July 22, 2024, among Clean Energy, Clean Energy Fuels Corp., the Subsidiary Guarantors, Alter Domus Products Corp., and the Lenders thereto has not been provided herein:

Exhibit A – Insurance Certificates and Endorsements

The registrant hereby undertakes to furnish supplementally a copy of any omitted exhibit to the Securities and Exchange Commission upon request.

Exhibit 10.5

Stock Option Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You (the "Grantee") have been granted an option (the "Option") to purchase Common Stock, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Name of Grantee:	%%FIRST_NAME%-% %%LAST_NAME%-%
Total Number of Shares Granted Subject to the Option:	%%TOTAL_SHARES_GRANTED,'999,999,999'%-%
Type of Option:	☒ Nonstatutory Stock Option ☐ Incentive Stock Option
Exercise Price per Share[1]:	$[●]
Grant Date:	[●], 2024
Expiration Date[2]:	[●], 2034
Vesting Commencement Date:	[●], 2024
Vesting Completion Date:	[●], 2025 (or the date prior to the date of the Corporation's 2025 annual meeting, if earlier)
Vesting Schedule:	This Option will become vested and exercisable as to 100% of the total number of shares of Common Stock subject to the Option on [●], 2025 or the date prior to the date of the Corporation's 2025 annual meeting, if earlier (the "Vesting Date"), subject to continued employment or service through such vesting date.

1 Subject to adjustment under Section 7.1 of the Plan.
2 Subject to early termination under Section 5 of the Terms and Section 7.2 of the Plan.

Stock Option Number:

By your signature (electronic signature accepted) and the Corporation's signature below, you and the Corporation agree that the Option is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Nonqualified Stock Option (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Option Grant, together with the Terms, will be referred to as your Option Agreement. The Option has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. Further, by your electronic acceptance (via email) you acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

GRANTEE:

Date

Signature

%%FIRST_NAME%-% %%LAST_NAME%-%

Print Name

CLEAN ENERGY FUELS CORP.:

By: /s/ Mitchell W. Pratt
Mitchell W. Pratt

Its: Chief Operating Officer and Corporate Secretary

Stock Option Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF NONQUALIFIED STOCK OPTION

1. General.

These Terms and Conditions of Nonqualified Stock Option (these "**Terms**") apply to a particular stock option (the "**Option**") if incorporated by reference in the Notice of Stock Option Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Option identified in the Grant Notice is referred to as the "**Grantee**." The per share exercise price of the Option as set forth in the Grant Notice is referred to as the "**Exercise Price**." The effective date of grant of the Option as set forth in the Grant Notice is referred to as the "**Award Date**." The exercise price and the number of shares covered by the Option are subject to adjustment under Section 7.1 of the Plan.

The Option was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). Capitalized terms are defined in the Plan or the Terms if not defined herein. The Option has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Option Agreement**" applicable to the Option.

2. Vesting; Limits on Exercise; Incentive Stock Option Status.

The Option shall vest and become exercisable in percentage installments of the aggregate number of shares subject to the Option as set forth on the Grant Notice. The Option may be exercised only to the extent the Option is vested and exercisable.

- Cumulative Exercisability. To the extent that the Option is vested and exercisable, the Grantee has the right to exercise the Option (to the extent not previously exercised), and such right shall continue, until the expiration or earlier termination of the Option.

- No Fractional Shares. Fractional share interests shall be disregarded, but may be cumulated.

- Minimum Exercise. No fewer than 100 shares of Common Stock (subject to adjustment under Section 7.1 of the Plan) may be purchased at any one time, unless the number purchased is the total number at the time exercisable under the Option.

- Nonqualified Stock Option. The Option is a nonqualified stock option and is not, and shall not be, an incentive stock option within the meaning of Section 422 of the Code.

3. Continuance of Employment/Service Required; No Employment/Service Commitment.

The vesting schedule applicable to the Option requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Option and the rights and benefits under this Option Agreement. Except as provided in the Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 5 below or under the Plan.

Nothing contained in this Option Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation. Nothing in this Option Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Method of Exercise of Option.

The Option shall be exercisable by the delivery to the Secretary of the Corporation (or such other person as the Administrator may require pursuant to such administrative exercise procedures as the Administrator may implement from time to time) of:

- a written or approved electronic notice stating the number of shares of Common Stock to be purchased pursuant to the Option or by the completion of such other administrative exercise procedures as the Administrator may require from time to time;
- payment in full for the Exercise Price of the shares to be purchased in cash, check or by electronic funds transfer to the Corporation;
- any written statements or agreements required pursuant to Section 8.1 of the Plan; and
- satisfaction of the tax withholding provisions of Section 8.5 of the Plan.

The Administrator also may, but is not required to, authorize a non-cash payment alternative by one or more of the following methods (subject in each case to compliance with all applicable laws, rules, regulations and listing requirements and further subject to such rules as the Administrator may adopt as to any such payment method):

- notice and third party payment in such manner as may be authorized by the Administrator;

- in shares of Common Stock already owned by the Grantee, valued at their fair market value (as determined under the Plan) on the exercise date;

- a reduction in the number of shares of Common Stock otherwise deliverable to the Grantee (valued at their fair market value on the exercise date, as determined under the Plan) pursuant to the exercise of the Option; or

- a "cashless exercise" with a third party who provides simultaneous financing for the purposes of (or who otherwise facilitates) the exercise of the Option.

5. Early Termination of Option.

5.1 Expiration Date. Subject to earlier termination as provided below in this Section 5, the Option will terminate on the "Expiration Date" set forth in the Grant Notice (the "**Expiration Date**").

5.2 Possible Termination of Option upon Certain Corporate Events. The Option is subject to termination in connection with certain corporate events as provided in Section 7.2 of the Plan.

5.3 Termination of Option upon a Termination of Grantee's Employment or Services. Subject to earlier termination on the Expiration Date of the Option or pursuant to Section 5.2 above, if the Grantee ceases to be employed by or ceases to provide services to the Corporation or a Subsidiary, the following rules shall apply (the last day that the Grantee is employed by or provides services to the Corporation or a Subsidiary is referred to as the Grantee's "**Severance Date**"):

- other than as expressly provided below in this Section 5.3, (a) the Grantee will have until the date that is 3 months after his or her Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 3-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 3-month period;

- if the termination of the Grantee's employment or services is the result of the Grantee's death or Total Disability (as defined below), (a) the Grantee (or his beneficiary or personal representative, as the case may be) will have until the date that is 12 months after the Grantee's Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 12-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period;

- if the Grantee's employment or services are terminated by the Corporation or a Subsidiary for Cause (as defined in the Grant Notice), the Option (whether vested or not) shall terminate on the Severance Date.

For purposes of the Option, "**Total Disability**" means a "permanent and total disability" (within the meaning of Section 22(e)(3) of the Code or as otherwise determined by the Administrator).

In all events the Option is subject to earlier termination on the Expiration Date of the Option or as contemplated by Section 5.2. The Administrator shall be the sole judge of whether the Grantee continues to render employment or services for purposes of this Option Agreement.

6. Non-Transferability.

The Option and any other rights of the Grantee under this Option Agreement or the Plan are nontransferable and exercisable only by the Grantee, except as set forth in Section 5.7 of the Plan.

7. Notices.

Any notice to be given under the terms of this Option Agreement shall be in writing or in an electronic notice approved by the Administrator.

8. Plan.

The Option and all rights of the Grantee under this Option Agreement are subject to the terms and conditions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Option Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Option Agreement. Unless otherwise expressly provided in other sections of this Option Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

9. Entire Agreement.

This Option Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Option Agreement may be amended pursuant to Section 8.6 of the Plan.

10. Governing Law.

This Option Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

11. Effect of this Agreement.

Subject to the Corporation's right to terminate the Option pursuant to Section 7.2 of the Plan, this Option Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

12. Counterparts.

This Option Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

13. Section Headings.

The section headings of this Option Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. Clawback Policy.

The Option is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require forfeiture of the Option and repayment or forfeiture of any shares of Common Stock or other cash or property received with respect to the Option (including any value received from a disposition of the shares acquired upon exercise of the Option).

15. No Advice Regarding Grant.

The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Option (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Option and any shares that may be acquired upon exercise of the Option). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Option Agreement) or recommendation with respect to the Option. Except for the withholding rights contemplated by Section 4 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Option and any shares that may be acquired upon exercise of the Option.

Exhibit 10.6

Stock Option Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You (the "**Grantee**") have been granted an option (the "**Option**") to purchase Common Stock, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Name of Optionee:	%%FIRST_NAME%-% %%LAST_NAME%-%
Total Number of Shares Granted Subject to the Option:	%%TOTAL_SHARES_GRANTED,'999,999,999'%-%
Type of Option:	☒ Nonstatutory Stock Option □ Incentive Stock Option
Exercise Price per Share:	$[●]
Grant Date:	[●], 2024
Expiration Date:	[●], 2034
Vesting Commencement Date:	[●], 2024
Vesting Schedule:	[This Option will become vested and exercisable as to 34% of the total number of shares of Common Stock subject to the Option on [●], 2025 (the "**Vesting Date**"), subject to continued employment or service through such vesting date. The remaining 66% of the total number of shares of Common Stock subject to the Option will become vested and exercisable in two equal annual installments on the first two anniversaries of the Vesting Date, subject to continued employment or service through each such vesting date. Notwithstanding the foregoing, in the event of a Change in Control prior to the Vesting Completion Date where any portion of the Option is substituted, assumed, exchanged or otherwise continued in the transaction, the unvested portion of the Option will become fully vested and exercisable immediately upon the first to occur of (i) the Grantee's termination of employment or services by the Corporation, the successor entity or any Subsidiary without Cause within twelve (12) months after the Change in Control and (ii) the Grantee terminating his or her

service to the Corporation, the successor entity or any Subsidiary for Good Reason within twelve (12) months after the Change in Control.

"**Change in Control**" means (1) Any "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), other than an existing shareholder of the Corporation 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 Corporation representing forty percent (40%) or more of the combined voting power of the Corporation's then outstanding securities, or (2) a merger or consolidation of the Corporation 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 the Corporation or a liquidation or dissolution of the Corporation, or (4) individuals who, as of the Grant Date, 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 Grant Date, whose election, or nomination for election by the stockholders of the Corporation, 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.

"**Cause**" means, with respect to the Grantee's Termination of Service by the Corporation, the successor entity or any Subsidiary, that such termination is for "Cause" as such term (or word of like import) is expressly defined in a then-effective written agreement between the Grantee and the Corporation, the successor entity or any Subsidiary, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Corporation, the successor entity or any Subsidiary;

(ii) dishonesty, intentional misconduct or material breach of any agreement with the Corporation, the successor entity or any Subsidiary; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines "Cause" on the occurrence of or in connection with a Change in Control, such definition of "Cause" shall not apply until a Change in Control actually occurs.

"**Good Reason**" means, with respect to the Grantee's Termination of Service by the Grantee, that such termination is for "Good Reason" as such term (or words of like import) is used in a then-effective written agreement between the Grantee and the Corporation, the successor entity or any Subsidiary, or in the absence of such then-effective written agreement and definition, is based on a material diminution of either the Grantee's duties or base annual salary.

"**Termination of Service**" means the Grantee ceases to be employed by or ceases to provide services to the Corporation, the successor entity or any Subsidiary.]

By your signature and the Corporation's signature below, you and the Corporation agree that the Option is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Nonqualified Stock Option (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Option Grant, together with the Terms, will be referred to as your Option Agreement. The Option has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

CLEAN ENERGY FUELS CORP.	Date
[Grantee Name]	Date

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF NONQUALIFIED STOCK OPTION

1. General.

These Terms and Conditions of Nonqualified Stock Option (these "**Terms**") apply to a particular stock option (the "**Option**") if incorporated by reference in the Notice of Stock Option Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Option identified in the Grant Notice is referred to as the "**Grantee**." The per share exercise price of the Option as set forth in the Grant Notice is referred to as the "**Exercise Price**." The effective date of grant of the Option as set forth in the Grant Notice is referred to as the "**Award Date**." The exercise price and the number of shares covered by the Option are subject to adjustment under Section 7.1 of the Plan.

The Option was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). Capitalized terms are defined in the Plan or the Terms if not defined herein. The Option has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Option Agreement**" applicable to the Option.

2. Vesting; Limits on Exercise; Incentive Stock Option Status.

The Option shall vest and become exercisable in percentage installments of the aggregate number of shares subject to the Option as set forth on the Grant Notice. The Option may be exercised only to the extent the Option is vested and exercisable.

- Cumulative Exercisability. To the extent that the Option is vested and exercisable, the Grantee has the right to exercise the Option (to the extent not previously exercised), and such right shall continue, until the expiration or earlier termination of the Option.

- No Fractional Shares. Fractional share interests shall be disregarded, but may be cumulated.

- Minimum Exercise. No fewer than 100 shares of Common Stock (subject to adjustment under Section 7.1 of the Plan) may be purchased at any one time, unless the number purchased is the total number at the time exercisable under the Option.

- Nonqualified Stock Option. The Option is a nonqualified stock option and is not, and shall not be, an incentive stock option within the meaning of Section 422 of the Code.

3. Continuance of Employment/Service Required; No Employment/Service Commitment.

The vesting schedule applicable to the Option requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Option and the rights and benefits under this Option Agreement. Except as provided in the

Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 5 below or under the Plan.

Nothing contained in this Option Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation. Nothing in this Option Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Method of Exercise of Option.

The Option shall be exercisable by the delivery to the Secretary of the Corporation (or such other person as the Administrator may require pursuant to such administrative exercise procedures as the Administrator may implement from time to time) of:

- a written or approved electronic notice stating the number of shares of Common Stock to be purchased pursuant to the Option or by the completion of such other administrative exercise procedures as the Administrator may require from time to time;
- payment in full for the Exercise Price of the shares to be purchased in cash, check or by electronic funds transfer to the Corporation;
- any written statements or agreements required pursuant to Section 8.1 of the Plan; and
- satisfaction of the tax withholding provisions of Section 8.5 of the Plan.

The Administrator also may, but is not required to, authorize a non-cash payment alternative by one or more of the following methods (subject in each case to compliance with all applicable laws, rules, regulations and listing requirements and further subject to such rules as the Administrator may adopt as to any such payment method):

- notice and third party payment in such manner as may be authorized by the Administrator;
- in shares of Common Stock already owned by the Grantee, valued at their fair market value (as determined under the Plan) on the exercise date;
- a reduction in the number of shares of Common Stock otherwise deliverable to the Grantee (valued at their fair market value on the exercise date, as determined under the Plan) pursuant to the exercise of the Option; or

- a "cashless exercise" with a third party who provides simultaneous financing for the purposes of (or who otherwise facilitates) the exercise of the Option.

5. Early Termination of Option.

5.1 Expiration Date. Subject to earlier termination as provided below in this Section 5, the Option will terminate on the "Expiration Date" set forth in the Grant Notice (the "**Expiration Date**").

5.2 Possible Termination of Option upon Certain Corporate Events. The Option is subject to termination in connection with certain corporate events as provided in Section 7.2 of the Plan.

5.3 Termination of Option upon a Termination of Grantee's Employment or Services. Subject to earlier termination on the Expiration Date of the Option or pursuant to Section 5.2 above, if the Grantee ceases to be employed by or ceases to provide services to the Corporation or a Subsidiary, the following rules shall apply (the last day that the Grantee is employed by or provides services to the Corporation or a Subsidiary is referred to as the Grantee's "**Severance Date**"):

- other than as expressly provided below in this Section 5.3, (a) the Grantee will have until the date that is 3 months after his or her Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 3-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 3-month period;

- if the termination of the Grantee's employment or services is the result of the Grantee's death or Total Disability (as defined below), (a) the Grantee (or his beneficiary or personal representative, as the case may be) will have until the date that is 12 months after the Grantee's Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 12-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period;

- if the Grantee's employment or services are terminated by the Corporation or a Subsidiary for Cause (as defined in the Grant Notice), the Option (whether vested or not) shall terminate on the Severance Date.

For purposes of the Option, "**Total Disability**" means a "permanent and total disability" (within the meaning of Section 22(e)(3) of the Code or as otherwise determined by the Administrator).

In all events the Option is subject to earlier termination on the Expiration Date of the

Option or as contemplated by Section 5.2. The Administrator shall be the sole judge of whether the Grantee continues to render employment or services for purposes of this Option Agreement.

6. Non-Transferability.

The Option and any other rights of the Grantee under this Option Agreement or the Plan are nontransferable and exercisable only by the Grantee, except as set forth in Section 5.6 of the Plan.

7. Notices.

Any notice to be given under the terms of this Option Agreement shall be in writing or in an electronic notice approved by the Administrator.

8. Plan.

The Option and all rights of the Grantee under this Option Agreement are subject to the terms and conditions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Option Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Option Agreement. Unless otherwise expressly provided in other sections of this Option Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

9. Entire Agreement.

This Option Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Option Agreement may be amended pursuant to Section 8.6 of the Plan.

10. Governing Law.

This Option Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

11. Effect of this Agreement.

Subject to the Corporation's right to terminate the Option pursuant to Section 7.2 of the Plan, this Option Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

12. Counterparts.

This Option Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the

same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

13. Section Headings.

The section headings of this Option Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. Clawback Policy.

The Option is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require forfeiture of the Option and repayment or forfeiture of any shares of Common Stock or other cash or property received with respect to the Option (including any value received from a disposition of the shares acquired upon exercise of the Option).

15. No Advice Regarding Grant.

The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Option (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Option and any shares that may be acquired upon exercise of the Option). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Option Agreement) or recommendation with respect to the Option. Except for the withholding rights contemplated by Section 4 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Option and any shares that may be acquired upon exercise of the Option.

Exhibit 10.7

Stock Option Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You (the "Grantee") have been granted an option (the "Option") to purchase Common Stock, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Name of Grantee:	%%FIRST_NAME%-% %%LAST_NAME%-%
Total Number of Shares Granted Subject to the Option:	%%TOTAL_SHARES_GRANTED,'999,999,999'%-%
Type of Option:	☒ Nonstatutory Stock Option ☐ Incentive Stock Option
Exercise Price per Share[1]:	$[●]
Grant Date:	[●], 2024
Expiration Date[2]:	[●], 2034
Vesting Commencement Date:	[●], 2024
Vesting Completion Date:	[●], 2027
Vesting Schedule:	This Option will become vested and exercisable as to 34% of the total number of shares of Common Stock subject to the Option on [●], 2025 (the "**Vesting Date**"), subject to continued employment or service through such vesting date. The remaining 66% of the total number of shares of Common Stock subject to the Option will become vested and exercisable in two equal annual installments on the first two anniversaries of the Vesting Date, subject to continued employment or service through each such vesting date.

1 Subject to adjustment under Section 7.1 of the Plan.
2 Subject to early termination under Section 5 of the Terms and Section 7.2 of the Plan.

Stock Option Number:

By your signature (electronic signature accepted) and the Corporation's signature below, you and the Corporation agree that the Option is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Nonqualified Stock Option (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Option Grant, together with the Terms, will be referred to as your Option Agreement. The Option has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. Further, by your electronic acceptance (via email) you acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

GRANTEE:

_____
Date

_____
Signature

%%FIRST_NAME%-% %%LAST_NAME%-%

_____
Print Name

CLEAN ENERGY FUELS CORP.:

By: /s/ Mitchell W. Pratt
Mitchell W. Pratt

Its: Chief Operating Officer and Corporate Secretary

Stock Option Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF NONQUALIFIED STOCK OPTION

1. General.

These Terms and Conditions of Nonqualified Stock Option (these "**Terms**") apply to a particular stock option (the "**Option**") if incorporated by reference in the Notice of Stock Option Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Option identified in the Grant Notice is referred to as the "**Grantee**." The per share exercise price of the Option as set forth in the Grant Notice is referred to as the "**Exercise Price**." The effective date of grant of the Option as set forth in the Grant Notice is referred to as the "**Award Date**." The exercise price and the number of shares covered by the Option are subject to adjustment under Section 7.1 of the Plan.

The Option was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). Capitalized terms are defined in the Plan or the Terms if not defined herein. The Option has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Option Agreement**" applicable to the Option.

2. Vesting; Limits on Exercise; Incentive Stock Option Status.

The Option shall vest and become exercisable in percentage installments of the aggregate number of shares subject to the Option as set forth on the Grant Notice. The Option may be exercised only to the extent the Option is vested and exercisable.

- Cumulative Exercisability. To the extent that the Option is vested and exercisable, the Grantee has the right to exercise the Option (to the extent not previously exercised), and such right shall continue, until the expiration or earlier termination of the Option.

- No Fractional Shares. Fractional share interests shall be disregarded, but may be cumulated.

- Minimum Exercise. No fewer than 100 shares of Common Stock (subject to adjustment under Section 7.1 of the Plan) may be purchased at any one time, unless the number purchased is the total number at the time exercisable under the Option.

- Nonqualified Stock Option. The Option is a nonqualified stock option and is not, and shall not be, an incentive stock option within the meaning of Section 422 of the Code.

3. Continuance of Employment/Service Required; No Employment/Service Commitment.

The vesting schedule applicable to the Option requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Option and the rights and benefits under this Option Agreement. Except as provided in the Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 5 below or under the Plan.

Nothing contained in this Option Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation. Nothing in this Option Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Method of Exercise of Option.

The Option shall be exercisable by the delivery to the Secretary of the Corporation (or such other person as the Administrator may require pursuant to such administrative exercise procedures as the Administrator may implement from time to time) of:

- a written or approved electronic notice stating the number of shares of Common Stock to be purchased pursuant to the Option or by the completion of such other administrative exercise procedures as the Administrator may require from time to time;
- payment in full for the Exercise Price of the shares to be purchased in cash, check or by electronic funds transfer to the Corporation;
- any written statements or agreements required pursuant to Section 8.1 of the Plan; and
- satisfaction of the tax withholding provisions of Section 8.5 of the Plan.

The Administrator also may, but is not required to, authorize a non-cash payment alternative by one or more of the following methods (subject in each case to compliance with all applicable laws, rules, regulations and listing requirements and further subject to such rules as the Administrator may adopt as to any such payment method):

- notice and third party payment in such manner as may be authorized by the Administrator;

- in shares of Common Stock already owned by the Grantee, valued at their fair market value (as determined under the Plan) on the exercise date;

- a reduction in the number of shares of Common Stock otherwise deliverable to the Grantee (valued at their fair market value on the exercise date, as determined under the Plan) pursuant to the exercise of the Option; or

- a "cashless exercise" with a third party who provides simultaneous financing for the purposes of (or who otherwise facilitates) the exercise of the Option.

5. Early Termination of Option.

5.1 Expiration Date. Subject to earlier termination as provided below in this Section 5, the Option will terminate on the "Expiration Date" set forth in the Grant Notice (the "**Expiration Date**").

5.2 Possible Termination of Option upon Certain Corporate Events. The Option is subject to termination in connection with certain corporate events as provided in Section 7.2 of the Plan.

5.3 Termination of Option upon a Termination of Grantee's Employment or Services. Subject to earlier termination on the Expiration Date of the Option or pursuant to Section 5.2 above, if the Grantee ceases to be employed by or ceases to provide services to the Corporation or a Subsidiary, the following rules shall apply (the last day that the Grantee is employed by or provides services to the Corporation or a Subsidiary is referred to as the Grantee's "**Severance Date**"):

- other than as expressly provided below in this Section 5.3, (a) the Grantee will have until the date that is 3 months after his or her Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 3-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 3-month period;

- if the termination of the Grantee's employment or services is the result of the Grantee's death or Total Disability (as defined below), (a) the Grantee (or his beneficiary or personal representative, as the case may be) will have until the date that is 12 months after the Grantee's Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 12-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period;

- if the Grantee's employment or services are terminated by the Corporation or a Subsidiary for Cause (as defined in the Grant Notice), the Option (whether vested or not) shall terminate on the Severance Date.

For purposes of the Option, "**Total Disability**" means a "permanent and total disability" (within the meaning of Section 22(e)(3) of the Code or as otherwise determined by the Administrator).

In all events the Option is subject to earlier termination on the Expiration Date of the Option or as contemplated by Section 5.2. The Administrator shall be the sole judge of whether the Grantee continues to render employment or services for purposes of this Option Agreement.

6. Non-Transferability.

The Option and any other rights of the Grantee under this Option Agreement or the Plan are nontransferable and exercisable only by the Grantee, except as set forth in Section 5.7 of the Plan.

7. Notices.

Any notice to be given under the terms of this Option Agreement shall be in writing or in an electronic notice approved by the Administrator.

8. Plan.

The Option and all rights of the Grantee under this Option Agreement are subject to the terms and conditions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Option Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Option Agreement. Unless otherwise expressly provided in other sections of this Option Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

9. Entire Agreement.

This Option Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Option Agreement may be amended pursuant to Section 8.6 of the Plan.

10. Governing Law.

This Option Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

11. Effect of this Agreement.

Subject to the Corporation's right to terminate the Option pursuant to Section 7.2 of the Plan, this Option Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

12. Counterparts.

This Option Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

13. Section Headings.

The section headings of this Option Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. Clawback Policy.

The Option is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require forfeiture of the Option and repayment or forfeiture of any shares of Common Stock or other cash or property received with respect to the Option (including any value received from a disposition of the shares acquired upon exercise of the Option).

15. No Advice Regarding Grant.

The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Option (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Option and any shares that may be acquired upon exercise of the Option). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Option Agreement) or recommendation with respect to the Option. Except for the withholding rights contemplated by Section 4 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Option and any shares that may be acquired upon exercise of the Option.

Exhibit 10.8

Award Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK UNIT AWARD

You (the "**Grantee**") have been granted an award of Stock Units (the "**Award**"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Name of Awardee:	
Total Number of Stock Units Awarded:	
Grant Date:	[●], 2024
Vesting Completion Date:	[●], 2025 (or the date prior to the date of the Corporation's 2025 annual meeting, if earlier)
Vesting Schedule:	This Award will become vested as to 100% of the total number of Stock Units subject to the Award on [●], 2025 or the date prior to the date of the Corporation's 2025 annual meeting, if earlier (the "**Vesting Date**"), subject to continued employment or service through such vesting date.

By your signature and the Corporation's signature below, you and the Corporation agree that the Award is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Stock Unit Award (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Unit Award, together with the Terms, will be referred to as your Award Agreement. The Award has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

CLEAN ENERGY FUELS CORP.	Date
[Grantee Name**]**	Date

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF STOCK UNIT AWARD

1. Grant of Stock Units.

(a) General. These Terms and Conditions of Stock Unit Award (these "**Terms**") apply to a particular stock unit award (the "**Award**") if incorporated by reference in the Notice of Stock Unit Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the "**Grantee**." The effective date of grant of the Award as set forth in the Grant Notice is referred to as the "**Date of Grant**." The Award was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). The number of shares covered by the Award are subject to adjustment under Section 7.1 of the Plan. Capitalized terms are defined in the Plan if not defined herein. The Award has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Award Agreement**" applicable to the Award.

(b) Stock Units. As used herein, a "**Stock Unit**" is a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent in value to one outstanding share of Common Stock of the Corporation. The Stock Units shall be used solely as a device for the determination of any payment to eventually be made to the Grantee if and when such Stock Units vest pursuant to Section 2. The Stock Units create no fiduciary duty to the Grantee and shall create only a contractual obligation on the part of the Corporation to make payments, subject to vesting and the other terms and conditions hereof, as provided in Section 6 below. The Stock Units shall not be treated as property or as a trust fund of any kind. No assets have been secured or set aside by the Corporation with respect to the Award and, if amounts become payable to the Grantee pursuant to this Award Agreement, the Grantee's rights with respect to such amounts shall be no greater than the rights of any general unsecured creditor of the Corporation.

2. Vesting. As set forth in the Grant Notice, this Award shall vest and become earned in percentage installments, subject to earlier termination or acceleration and subject to adjustment as provided in the Award Agreement and in the Plan. The Award may be subject to time and/or performance-based vesting conditions, as set forth in the Grant Notice. Continued employment or service will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights or benefits in connection with the end of a performance period to the extent the related performance condition(s) are not satisfied.

3. Continuance of Employment/Service Required; No Employment/Service Commitment. The vesting schedule applicable to the Award requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Award Agreement. Except as provided in the Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 7 below or under the Plan.

Nothing contained in this Award Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other

compensation. Nothing in this Award Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Dividend and Voting Rights.

(a) Limitations on Rights Associated with Units. The Grantee shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 4(b) hereof) and no voting rights with respect to the Stock Units or any shares of Common Stock issuable in respect of such Stock Units, until shares of Common Stock are actually issued to and held of record by the Grantee. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the stock certificate evidencing the shares.

(b) Dividend Equivalent Reinvestment. As of each date that the Corporation pays an ordinary cash dividend on its outstanding Common Stock for which the related record date occurs after the Date of Grant and prior to the date all Stock Units subject to the Award have either been paid or have terminated, the Corporation shall credit the Grantee with an additional number of Stock Units equal to (a) the amount of the ordinary cash dividend paid by the Corporation on a single share of Common Stock on that date, multiplied by (b) the number of Stock Units subject to the Award outstanding and unpaid as of such record date (including any Stock Units previously credited under this Section 4(b) and with such total number subject to adjustment pursuant to Section 7.1 of the Plan), divided by (c) the closing price of a share of Common Stock on that date. Any Stock Units credited pursuant to the foregoing provisions of this Section 4(b) will be subject to the same vesting, payment, termination and other terms, conditions and restrictions as the original Stock Units to which they relate. No crediting of Stock Units will be made pursuant to this Section 4(b) with respect to any Stock Units which, as of the related record date, have either been paid or have terminated.

5. Restrictions on Transfer. Prior to the time the Stock Units are vested and paid, neither the Stock Units comprising the Award nor any interest therein or amount payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily, other than by will or the laws of descent and distribution.

6. Timing and Manner of Payment of Stock Units. Except as otherwise provided in the Grant Notice, the Stock Units subject to this Award Agreement shall be paid in an equivalent number of whole shares of Common Stock (with any fractional Stock Units credited in respect of the Stock Units rounded to the nearest whole share) promptly after becoming vested (and in all events not later than the first March 15 following the year in which such Stock Units became vested) in accordance with the terms hereof. Each such payment of Stock Units shall be subject to the tax withholding provisions of Section 9 hereof and Section 8.5 of the Plan and subject to adjustment as provided in Section 7.1 of the Plan and shall be in complete satisfaction of such vested Stock Units. The Grantee or any other person entitled under the Plan to receive a payment of shares of Common Stock shall deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan.

7. Effect of Termination of Employment or Services. Except as otherwise provided in the Grant Notice, the Grantee's Stock Units shall terminate to the extent such units have not become vested upon the first date the Grantee is no longer employed by or providing services to the Corporation or one of its Subsidiaries, regardless of the reason for the termination of such employment or services, whether with or without cause, voluntarily or involuntarily. The Corporation shall have no obligation as to any Stock Units that are terminated pursuant to the Grant Notice or this Section 7.

8. Adjustments Upon Specified Events. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator will make adjustments

if appropriate in the number of Stock Units contemplated hereby and the number and kind of securities that may be issued in respect of the Award.

9. **Tax Withholding**. The Corporation may satisfy any tax withholding obligations in respect of the Stock Units in accordance with Section 8.5 of the Plan.

10. **Notices**. Any notice to be given under the terms of this Award Agreement shall be in writing or in an electronic notice approved by the Administrator.

11. **Plan**. The Award and all rights of the Grantee under this Award Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Award Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

12. **Entire Agreement**. This Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Award Agreement may be amended pursuant to Section 8.6 of the Plan.

13. **Governing Law**. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

14. **Effect of this Agreement**. Subject to the Corporation's right to terminate the Award pursuant to Section 7.2 of the Plan, this Award Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

15. **Counterparts**. This Award Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

16. **Section Headings**. The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

17. **Clawback Policy**. The Stock Units are subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Stock Units or any shares of Common Stock or other cash or property received with respect to the Stock Units (including any value received from a disposition of the shares acquired upon payment of the Stock Units).

18. **No Advice Regarding Grant**. The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Award (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award and any shares that may be acquired

upon payment of the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award. Except for the withholding rights contemplated by Section 9 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Award and any shares that may be acquired upon payment of the Award.

19. **Six-Month Delay**. Notwithstanding any provision of these Terms to the contrary, if the Grantee is a "specified employee" as defined in Section 409A of the Code, the Grantee shall not be entitled to any payment with respect to the Award in connection with the Grantee's "separation from service" (as that term is used for purposes of Section 409A of the Code) until the earlier of (a) the date which is six (6) months after the Grantee's separation from service for any reason other than the Grantee's death, or (b) the date of the Grantee's death. Any amounts otherwise payable to the Grantee following the Grantee's separation from service that are not so paid by reason of this Section 19 shall be paid as soon as practicable for the Corporation (and in all events within thirty (30) days) after the date that is six (6) months after the Grantee's separation from service (or, if earlier, the date of the Grantee's death). The provisions of this Section 19 shall only apply if, and to the extent, required to comply with Section 409A of the Code.

20. **Construction**. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Agreement shall be construed and interpreted consistent with that intent.

Exhibit 10.9

Award Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK UNIT AWARD

You (the "**Grantee**") have been granted an award of Stock Units (the "**Award**"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Name of Awardee:

Total Number of Stock Units Awarded:

Grant Date:

Vesting Completion Date:

Vesting Schedule: [This Award will become vested as to 34% of the total number of Stock Units subject to the Award on [_____] (the "**Vesting Date**"), subject to continued employment or service through such vesting date. The remaining 66% of the total number of Stock Units subject to the Award will become vested in two equal annual installments on the first two anniversaries of the Vesting Date, subject to continued employment or service through each such vesting date.

Notwithstanding the foregoing, if the Grantee's employment or services is terminated by the Corporation or any Subsidiary without Cause prior to the Vesting Completion Date, 100% of the total number of Stock Units subject to the Award will become vested.

Notwithstanding the foregoing, if the Grantee's employment or services is terminated due to the Grantee's death or Total Disability prior to the Vesting Completion Date, 100% of the total number of Stock Units subject to the Award will become vested.

Notwithstanding the foregoing, in the event of a Change in Control prior to the Vesting Completion Date where any portion of the Award is substituted, assumed, exchanged or otherwise continued in the transaction, 100% of the total number of Stock Units subject to the Award will become vested immediately upon the first to occur of (i) the Grantee's termination of employment or services by the Corporation, the successor entity or any Subsidiary without Cause within

twelve (12) months after the Change in Control and (ii) the Grantee terminating his or her service to the Corporation, the successor entity or any Subsidiary for Good Reason within twelve (12) months after the Change in Control. The vesting provided by this section is in addition to, and not in lieu of, the vesting provided for a termination without Cause above.

"**Change in Control**" means (1) Any "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), other than an existing shareholder of the Corporation 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 Corporation representing forty percent (40%) or more of the combined voting power of the Corporation's then outstanding securities, or (2) a merger or consolidation of the Corporation 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 the Corporation or a liquidation or dissolution of the Corporation, or (4) individuals who, as of the Grant Date, 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 Grant Date, whose election, or nomination for election by the stockholders of the Corporation, 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.

"**Cause**" means, with respect to the Grantee's Termination of Service by the Corporation, the successor entity or any Subsidiary, that such termination is for "Cause" as such term (or word of like import) is expressly defined in a then-effective written agreement between the Grantee and the Corporation, the successor entity or any Subsidiary, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of

the Corporation, the successor entity or any Subsidiary; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Corporation, the successor entity or any Subsidiary; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines "Cause" on the occurrence of or in connection with a Change in Control, such definition of "Cause" shall not apply until a Change in Control actually occurs.

"**Good Reason**" means, with respect to the Grantee's Termination of Service by the Grantee, that such termination is for "Good Reason" as such term (or words of like import) is used in a then-effective written agreement between the Grantee and the Corporation, the successor entity or any Subsidiary, or in the absence of such then-effective written agreement and definition, is based on a material diminution of either the Grantee's duties or base annual salary.

"**Termination of Service**" means the Grantee ceases to be employed by or ceases to provide services to the Corporation, the successor entity or any Subsidiary.

"**Total Disability**" means a "permanent and total disability" (within the meaning of Section 22(e)(3) of the Code or as otherwise determined by the Administrator).]

By your signature and the Corporation's signature below, you and the Corporation agree that the Award is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Stock Unit Award (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Unit Award, together with the Terms, will be referred to as your Award Agreement. The Award has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

CLEAN ENERGY FUELS CORP.	Date
[Grantee Name]	Date

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF STOCK UNIT AWARD

1. Grant of Stock Units.

(a) General. These Terms and Conditions of Stock Unit Award (these "**Terms**") apply to a particular stock unit award (the "**Award**") if incorporated by reference in the Notice of Stock Unit Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the "**Grantee**." The effective date of grant of the Award as set forth in the Grant Notice is referred to as the "**Date of Grant**." The Award was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). The number of shares covered by the Award are subject to adjustment under Section 7.1 of the Plan. Capitalized terms are defined in the Plan if not defined herein. The Award has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Award Agreement**" applicable to the Award.

(b) Stock Units. As used herein, a "**Stock Unit**" is a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent in value to one outstanding share of Common Stock of the Corporation. The Stock Units shall be used solely as a device for the determination of any payment to eventually be made to the Grantee if and when such Stock Units vest pursuant to Section 2. The Stock Units create no fiduciary duty to the Grantee and shall create only a contractual obligation on the part of the Corporation to make payments, subject to vesting and the other terms and conditions hereof, as provided in Section 6 below. The Stock Units shall not be treated as property or as a trust fund of any kind. No assets have been secured or set aside by the Corporation with respect to the Award and, if amounts become payable to the Grantee pursuant to this Award Agreement, the Grantee's rights with respect to such amounts shall be no greater than the rights of any general unsecured creditor of the Corporation.

2. Vesting. As set forth in the Grant Notice, this Award shall vest and become earned in percentage installments, subject to earlier termination or acceleration and subject to adjustment as provided in the Award Agreement and in the Plan. The Award may be subject to time and/or performance-based vesting conditions, as set forth in the Grant Notice. Continued employment will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights or benefits in connection with the end of a performance period to the extent the related performance condition(s) are not satisfied.

3. Continuance of Employment/Service Required; No Employment/Service Commitment. The vesting schedule applicable to the Award requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Award Agreement. Except as provided in the Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 7 below or under the Plan.

Nothing contained in this Award Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation. Nothing in this Award Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Dividend and Voting Rights.

(a) Limitations on Rights Associated with Units. The Grantee shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 4(b) hereof) and no voting rights with respect to the Stock Units or any shares of Common Stock issuable in respect of such Stock Units, until shares of Common Stock are actually issued to and held of record by the Grantee. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the stock certificate evidencing the shares.

(b) Dividend Equivalent Reinvestment. As of each date that the Corporation pays an ordinary cash dividend on its outstanding Common Stock for which the related record date occurs after the Date of Grant and prior to the date all Stock Units subject to the Award have either been paid or have terminated, the Corporation shall credit the Grantee with an additional number of Stock Units equal to (a) the amount of the ordinary cash dividend paid by the Corporation on a single share of Common Stock on that date, multiplied by (b) the number of Stock Units subject to the Award outstanding and unpaid as of such record date (including any Stock Units previously credited under this Section 4(b) and with such total number subject to adjustment pursuant to Section 7.1 of the Plan), divided by (c) the closing price of a share of Common Stock on that date. Any Stock Units credited pursuant to the foregoing provisions of this Section 4(b) will be subject to the same vesting, payment, termination and other terms, conditions and restrictions as the original Stock Units to which they relate. No crediting of Stock Units will be made pursuant to this Section 4(b) with respect to any Stock Units which, as of the related record date, have either been paid or have terminated.

5. Restrictions on Transfer. Prior to the time the Stock Units are vested and paid, neither the Stock Units comprising the Award nor any interest therein or amount payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily, other than by will or the laws of descent and distribution.

6. Timing and Manner of Payment of Stock Units. Except as otherwise provided in the Grant Notice, the Stock Units subject to this Award Agreement shall be paid in an equivalent number of whole shares of Common Stock (with any fractional Stock Units credited in respect of the Stock Units rounded to the nearest whole share) promptly after becoming vested (and in all events not later than the first March 15 following the year in which such Stock Units became vested) in accordance with the terms hereof. Each such payment of Stock Units shall be

subject to the tax withholding provisions of Section 9 hereof and Section 8.5 of the Plan and subject to adjustment as provided in Section 7.1 of the Plan and shall be in complete satisfaction of such vested Stock Units. The Grantee or any other person entitled under the Plan to receive a payment of shares of Common Stock shall deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan.

7. **Effect of Termination of Employment or Services**. Except as otherwise provided in the Grant Notice, the Grantee's Stock Units shall terminate to the extent such units have not become vested upon the first date the Grantee is no longer employed by or providing services to the Corporation or one of its Subsidiaries, regardless of the reason for the termination of such employment or services, whether with or without cause, voluntarily or involuntarily. The Corporation shall have no obligation as to any Stock Units that are terminated pursuant to the Grant Notice or this Section 7.

8. **Adjustments Upon Specified Events**. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator will make adjustments if appropriate in the number of Stock Units contemplated hereby and the number and kind of securities that may be issued in respect of the Award.

9. **Tax Withholding**. The Corporation may satisfy any tax withholding obligations in respect of the Stock Units in accordance with Section 8.5 of the Plan.

10. **Notices**. Any notice to be given under the terms of this Award Agreement shall be in writing or in an electronic notice approved by the Administrator.

11. **Plan**. The Award and all rights of the Grantee under this Award Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Award Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

12. **Entire Agreement**. This Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Award Agreement may be amended pursuant to Section 8.6 of the Plan.

13. **Governing Law**. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

14. **Effect of this Agreement**. Subject to the Corporation's right to terminate the Award pursuant to Section 7.2 of the Plan, this Award Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

15. **Counterparts**. This Award Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

16. **Section Headings**. The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

17. **Clawback Policy**. The Stock Units are subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Stock Units or any shares of Common Stock or other cash or property received with respect to the Stock Units (including any value received from a disposition of the shares acquired upon payment of the Stock Units).

18. **No Advice Regarding Grant**. The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Award (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award and any shares that may be acquired upon payment of the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award. Except for the withholding rights contemplated by Section 9 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Award and any shares that may be acquired upon payment of the Award.

19. **Six-Month Delay**. Notwithstanding any provision of these Terms to the contrary, if the Grantee is a "specified employee" as defined in Section 409A of the Code, the Grantee shall not be entitled to any payment with respect to the Award in connection with the Grantee's "separation from service" (as that term is used for purposes of Section 409A of the Code) until the earlier of (a) the date which is six (6) months after the Grantee's separation from service for any reason other than the Grantee's death, or (b) the date of the Grantee's death. Any amounts otherwise payable to the Grantee following the Grantee's separation from service that are not so paid by reason of this Section 19 shall be paid as soon as practicable for the Corporation (and in all events within thirty (30) days) after the date that is six (6) months after the Grantee's separation from service (or, if earlier, the date of the Grantee's death). The provisions of this Section 19 shall only apply if, and to the extent, required to comply with Section 409A of the Code.

20. **Construction**. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Agreement shall be construed and interpreted consistent with that intent.

Exhibit 10.10

Award Number:

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
NOTICE OF STOCK UNIT AWARD

You (the "**Grantee**") have been granted an award of Stock Units (the "**Award**"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Name of Awardee:

Total Number of Stock Units Awarded:

Grant Date:

Vesting Completion Date:

Vesting Schedule: This Award will become vested as to 34% of the total number of Stock Units subject to the Award on [DATE] (the "**Vesting Date**"), subject to continued employment or service through such vesting date. The remaining 66% of the total number of Stock Units subject to the Award will become vested in two equal annual installments on the first two anniversaries of the Vesting Date, subject to continued employment or service through each such vesting date.

By your signature and the Corporation's signature below, you and the Corporation agree that the Award is granted under and governed by the terms and conditions of the Corporation's 2024 Performance Incentive Plan (the "**Plan**") and the Terms and Conditions of Stock Unit Award (the "**Terms**"), which are attached and incorporated herein by this reference. This Notice of Stock Unit Award, together with the Terms, will be referred to as your Award Agreement. The Award has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms, the Plan and the Prospectus for the Plan.

AWARDEE:

_____
Date

_____
Signature

_____
Print Name

CLEAN ENERGY FUELS CORP.:

By: /s/ Robert M. Vreeland

Robert M. Vreeland

Its: Chief Financial Officer

CLEAN ENERGY FUELS CORP.
2024 PERFORMANCE INCENTIVE PLAN
TERMS AND CONDITIONS OF STOCK UNIT AWARD

1. Grant of Stock Units.

(a) General. These Terms and Conditions of Stock Unit Award (these "**Terms**") apply to a particular stock unit award (the "**Award**") if incorporated by reference in the Notice of Stock Unit Grant (the "**Grant Notice**") corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the "**Grantee**." The effective date of grant of the Award as set forth in the Grant Notice is referred to as the "**Date of Grant**." The Award was granted under and subject to the Clean Energy Fuels Corp. 2024 Performance Incentive Plan (the "**Plan**"). The number of shares covered by the Award are subject to adjustment under Section 7.1 of the Plan. Capitalized terms are defined in the Plan if not defined herein. The Award has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the "**Award Agreement**" applicable to the Award.

(b) Stock Units. As used herein, a "**Stock Unit**" is a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent in value to one outstanding share of Common Stock of the Corporation. The Stock Units shall be used solely as a device for the determination of any payment to eventually be made to the Grantee if and when such Stock Units vest pursuant to Section 2. The Stock Units create no fiduciary duty to the Grantee and shall create only a contractual obligation on the part of the Corporation to make payments, subject to vesting and the other terms and conditions hereof, as provided in Section 6 below. The Stock Units shall not be treated as property or as a trust fund of any kind. No assets have been secured or set aside by the Corporation with respect to the Award and, if amounts become payable to the Grantee pursuant to this Award Agreement, the Grantee's rights with respect to such amounts shall be no greater than the rights of any general unsecured creditor of the Corporation.

2. Vesting. As set forth in the Grant Notice, this Award shall vest and become earned in percentage installments, subject to earlier termination or acceleration and subject to adjustment as provided in the Award Agreement and in the Plan. The Award may be subject to time and/or performance-based vesting conditions, as set forth in the Grant Notice. Continued employment will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights or benefits in connection with the end of a performance period to the extent the related performance condition(s) are not satisfied.

3. Continuance of Employment/Service Required; No Employment/Service Commitment. The vesting schedule applicable to the Award requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Award Agreement. Except as provided in the Grant Notice, employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 7 below or under the Plan.

Nothing contained in this Award Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, affects the Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Subsidiary, interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or

service, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation. Nothing in this Award Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

4. Dividend and Voting Rights.

(a) Limitations on Rights Associated with Units. The Grantee shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 4(b) hereof) and no voting rights with respect to the Stock Units or any shares of Common Stock issuable in respect of such Stock Units, until shares of Common Stock are actually issued to and held of record by the Grantee. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the stock certificate evidencing the shares.

(b) Dividend Equivalent Reinvestment. As of each date that the Corporation pays an ordinary cash dividend on its outstanding Common Stock for which the related record date occurs after the Date of Grant and prior to the date all Stock Units subject to the Award have either been paid or have terminated, the Corporation shall credit the Grantee with an additional number of Stock Units equal to (a) the amount of the ordinary cash dividend paid by the Corporation on a single share of Common Stock on that date, multiplied by (b) the number of Stock Units subject to the Award outstanding and unpaid as of such record date (including any Stock Units previously credited under this Section 4(b) and with such total number subject to adjustment pursuant to Section 7.1 of the Plan), divided by (c) the closing price of a share of Common Stock on that date. Any Stock Units credited pursuant to the foregoing provisions of this Section 4(b) will be subject to the same vesting, payment, termination and other terms, conditions and restrictions as the original Stock Units to which they relate. No crediting of Stock Units will be made pursuant to this Section 4(b) with respect to any Stock Units which, as of the related record date, have either been paid or have terminated.

5. Restrictions on Transfer. Prior to the time the Stock Units are vested and paid, neither the Stock Units comprising the Award nor any interest therein or amount payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily, other than by will or the laws of descent and distribution.

6. Timing and Manner of Payment of Stock Units. Except as otherwise provided in the Grant Notice, the Stock Units subject to this Award Agreement shall be paid in an equivalent number of whole shares of Common Stock (with any fractional Stock Units credited in respect of the Stock Units rounded to the nearest whole share) promptly after becoming vested (and in all events not later than the first March 15 following the year in which such Stock Units became vested) in accordance with the terms hereof. Each such payment of Stock Units shall be subject to the tax withholding provisions of Section 9 hereof and Section 8.5 of the Plan and subject to adjustment as provided in Section 7.1 of the Plan and shall be in complete satisfaction of such vested Stock Units. The Grantee or any other person entitled under the Plan to receive a payment of shares of Common Stock shall deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan.

7. Effect of Termination of Employment or Services. Except as otherwise provided in the Grant Notice, the Grantee's Stock Units shall terminate to the extent such units have not become vested upon the first date the Grantee is no longer employed by or providing services to the Corporation or one of its Subsidiaries, regardless of the reason for the termination of such employment or services, whether with or without cause, voluntarily or involuntarily. The Corporation shall have no obligation as to any Stock Units that are terminated pursuant to the Grant Notice or this Section 7.

8. Adjustments Upon Specified Events. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator will make adjustments

if appropriate in the number of Stock Units contemplated hereby and the number and kind of securities that may be issued in respect of the Award.

9. **Tax Withholding**. The Corporation may satisfy any tax withholding obligations in respect of the Stock Units in accordance with Section 8.5 of the Plan.

10. **Notices**. Any notice to be given under the terms of this Award Agreement shall be in writing or in an electronic notice approved by the Administrator.

11. **Plan**. The Award and all rights of the Grantee under this Award Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Award Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

12. **Entire Agreement**. This Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Award Agreement may be amended pursuant to Section 8.6 of the Plan.

13. **Governing Law**. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

14. **Effect of this Agreement**. Subject to the Corporation's right to terminate the Award pursuant to Section 7.2 of the Plan, this Award Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

15. **Counterparts**. This Award Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

16. **Section Headings**. The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

17. **Clawback Policy**. The Stock Units are subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Stock Units or any shares of Common Stock or other cash or property received with respect to the Stock Units (including any value received from a disposition of the shares acquired upon payment of the Stock Units).

18. **No Advice Regarding Grant**. The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Award (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award and any shares that may be acquired

upon payment of the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award. Except for the withholding rights contemplated by Section 9 above and Section 8.5 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Award and any shares that may be acquired upon payment of the Award.

19. **Six-Month Delay**. Notwithstanding any provision of these Terms to the contrary, if the Grantee is a "specified employee" as defined in Section 409A of the Code, the Grantee shall not be entitled to any payment with respect to the Award in connection with the Grantee's "separation from service" (as that term is used for purposes of Section 409A of the Code) until the earlier of (a) the date which is six (6) months after the Grantee's separation from service for any reason other than the Grantee's death, or (b) the date of the Grantee's death. Any amounts otherwise payable to the Grantee following the Grantee's separation from service that are not so paid by reason of this Section 19 shall be paid as soon as practicable for the Corporation (and in all events within thirty (30) days) after the date that is six (6) months after the Grantee's separation from service (or, if earlier, the date of the Grantee's death). The provisions of this Section 19 shall only apply if, and to the extent, required to comply with Section 409A of the Code.

20. **Construction**. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Agreement shall be construed and interpreted consistent with that intent.

Exhibit 31.1

Certification

I, Andrew J. Littlefair, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clean Energy Fuels Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ ANDREW J. LITTLEFAIR
Andrew J. Littlefair
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification

I, Robert M. Vreeland, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clean Energy Fuels Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ ROBERT M. VREELAND
Robert M. Vreeland
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION REQUIRED BY
SECTION 1350 OF TITLE 18 OF THE UNITED STATES CODE

Each of the undersigned hereby certifies in his capacity as the specified officer of Clean Energy Fuels Corp. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the best of his knowledge, the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 7, 2024

/s/ ANDREW J. LITTLEFAIR
Andrew J. Littlefair
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 7, 2024

/s/ ROBERT M. VREELAND
Robert M. Vreeland
Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff on request.