SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 7)*

Clean Energy Fuels Corp.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

184499 10 1
(CUSIP Number)

Boone Pickens
(Names of Reporting Persons)

Drew A. Campbell
BP Capital, L.P.
8117 Preston Road, Suite 260
Dallas, Texas 75225
Telephone: (214) 265-4165
(Name, Address, and Telephone Number of Person Authorized to Receive Notices and Communications)

June 14, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 204.13d-1(g), check the following box: ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BOONE PICKENS		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS* AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 24,155,444	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 24,155,444	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,155,444		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 25.9%		
14	TYPE OF REPORTING PERSON IN		

SCHEDULE 13D

This Amendment No. 7 (this "Amendment") amends the Statement on Schedule 13D filed with the Securities and Exchange Commission on December 13, 2007, as amended by Amendment No. 1 filed on September 26, 2008, Amendment No. 2 filed on January 29, 2010, Amendment No. 3 filed on June 7, 2011, Amendment No. 4 filed on September 9, 2011, Amendment No. 5 filed on January 4, 2012, Amendment No. 6 filed on November 9, 2012 (collectively, the "Schedule 13D"), on behalf of Boone Pickens (the "Reporting Person). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

Item 1. Security and Issuer

Unchanged.

Item 2. Identity and Background

Unchanged.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended by adding the following:

On June 14, 2013, the Reporting Person entered into a Loan and Security Agreement (the "Green Loan Agreement") with Green Energy Investment Holdings L.L.C. ("Green"), pursuant to which the Reporting Person borrowed an aggregate $57,500,000, which amount was used to fund (i) the purchase of a 7.5% convertible promissory note of the Issuer due July 11, 2018 in the principal amount of $25,000,000 (the "First Tranche Note") and a 7.5% convertible promissory note of the Issuer due July 10, 2019 in the principal amount of $25,000,000 (the "Second Tranche Note" and, together with the First Tranche Note, the "Existing Notes") for an aggregate purchase price of $42,500,000 pursuant to the Note Purchase Agreement (as defined below) and (ii) a loan (the "Third Tranche Loan") by the Reporting Person to the Issuer in the principal amount of $15,000,000 in exchange for the issuance by the Issuer of a 7.5% convertible promissory note due June 14, 2020 (the "Third Tranche Note" and, together with the First Tranche Note and the Second Tranche Note, the "Convertible Notes") pursuant to the Company Loan Agreement (as defined below). Borrowings under the Green Loan Agreement bear interest at the rate of 7.5% per annum (payable quarterly, in arrears, on March 31, June 30, September 30 and December 31 of each year). The Reporting Person is required to make a mandatory prepayment of the loans under the Green Loan Agreement, if (i) the Convertible Notes are exchanged for Common Stock under certain circumstances, (ii) the Issuer is in default under the Company Loan Agreement or (iii) the Reporting Person ceases to serve as a director of the Issuer. The Convertible Notes and the Reporting Person's interests in certain unrelated entities holding oil and gas mineral rights were pledged as collateral under the Green Loan Agreement.

Item 4. Purpose of Transaction

Unchanged.

Item 5. Interest in Securities of the Issuer

Sections (a) and (b) of Item 5 are hereby amended and restated as follows:

(a) As of the date hereof, the Reporting Person beneficially owns an aggregate 24,155,444 shares of Common Stock, which includes 18,139,720 owned directly by the Reporting Person, 651,800 shares of Common Stock issuable upon the exercise of stock options granted to him under the Issuer's Amended & Restated 2006 Equity Incentive Plan, 1,250,000 shares of Common Stock purchasable upon the exercise of the New Options held by the Reporting Person (all of which are currently exercisable) and 4,113,924 shares of Common Stock issuable upon the conversion of the Convertible Notes (all of which are currently exercisable), constituting in the aggregate approximately 25.9% of the shares of Common Stock outstanding.

The aggregate percentage of shares of Common Stock outstanding beneficially owned by the Reporting Person is based on 88,514,691 shares of Common Stock outstanding as of May 1, 2013, reported by the Issuer in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, filed on May 8, 2013, plus 651,800 shares issuable upon exercise of the stock options granted to the Reporting Person under the Issuer's Amended & Restated 2006 Equity Incentive Plan and 4,113,924 shares issuable upon the conversion of the Convertible Notes assuming a $15.80 conversion price. Such total does not include shares issuable upon exercise of the New Options, which were granted by persons other than the Issuer.

(b) The Reporting Person has sole voting and sole dispositive power over all of the 24,155,444 shares of Common Stock beneficially owned by him. Of these shares, 18,139,720 shares are owned directly by him, 651,800 shares are issuable to him upon the exercise of stock options granted to him under the Issuer's Amended & Restated 2006 Equity Incentive Plan, 1,250,000 shares are purchasable by him upon the exercise of the New Options and 4,113,924 shares are issuable to him upon exercise of the Convertible Notes.

Section (c) of Item 5 is hereby amended to incorporate the additional language included in Item 3 of this Amendment and by adding the following.

(c) On June 14, 2013, the Reporting Person entered into a Note Purchase Agreement (the "Note Purchase Agreement") by and among the Issuer, the Reporting Person, Green, Chesapeake NG Ventures Corporation (the "Seller") and Chesapeake Energy Corporation ("Chesapeake"), providing for, among other things, (i) the acquisition by the Reporting Person of the Existing Notes, (ii) the assignment by the Seller to the Reporting Person of the Seller's rights and obligations under the Loan Agreement (the "Existing Company Loan Agreement"), dated July 11, 2011, by and among the Seller, Chesapeake and the Issuer, including the Seller's obligation to fund the Third Tranche Loan, and (iii) the assignment by the Seller to the Reporting Person of the Seller's rights and obligations under the Registration Rights Agreement (the "Existing Registration Rights Agreement"), dated July 11, 2011, by between the Seller and the Issuer. Contemporaneously with the execution of the Note Purchase Agreement, the Reporting Person entered into the Loan Agreement with the Issuer (the "Company Loan Agreement") with the same terms as the Existing Company Loan Agreement, other than changes to reflect the change in ownership, and a Registration Rights Agreement by and among the Issuer, the Reporting Person and Green, with the same terms as the Existing Registration Rights Agreement, other than changes to reflect the change in ownership.

The First Tranche Note was initially issued to the Seller on July 11, 2011, and the Second Tranche Note was initially issued to the Seller on July 10, 2012. Pursuant to the Note Purchase Agreement, the Issuer cancelled the existing convertible promissory notes representing the Convertible Notes and re-issued new promissory notes in the name of the Reporting Person. In addition, the Issuer issued the Third Tranche Note to the Reporting Person in exchange for the Reporting Person funding the Third Tranche Loan. Each Convertible Note was pledged by the Reporting Person as collateral under the Green Loan Agreement.

The Convertible Notes bear interest at the rate of 7.5% per annum (payable quarterly, in arrears, on March 31, June 30, September 30 and December 31 of each year) and are convertible at the Reporting Person's option into shares of Common Stock at a conversion rate of $15.80 (the "Conversion Price"). Based on the aggregate principal amount of Convertible Notes outstanding on June 14, 2013, the Convertible Notes are convertible in the aggregate into 4,113,924 shares of Common Stock. Subject to certain restrictions, the Issuer may require the exchange of each Convertible Note into Common Stock if, following the second anniversary of the issuance of a Convertible Note, the Common Stock trades at a 40% premium to the Conversion Price for at least 20 trading days in any consecutive 30 trading day period. The entire principal balance of each Convertible Note is due and payable seven years following its initial issuance, and the Issuer may repay each Convertible Note in shares of Common Stock or cash. The Company Loan Agreement restricts the use of proceeds to financing the development, construction and operation of liquefied natural gas stations and payment of certain related expenses. The Company Loan Agreement also provides for customary events of default which, if any of them occurs, would permit or require the principal of and accrued interest on the Convertible Notes to become or to be declared due and payable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended to incorporate the additional language included in Section (c) of Item 5 of this Amendment.

Item 7. Material to Be Filed as Exhibits

The following are filed as exhibits with this Amendment:

99.18 Note Purchase Agreement, dated June 14, 2013, by and among the Issuer, the Reporting Person, Green, the Seller and Chesapeake.

99.19 Loan and Security Agreement, dated June 14, 2013, by and between the Reporting Person and Green.

99.20 Loan Agreement, dated June 14, 2013, by and between the Issuer and the Reporting Person.

99.21 Registration Rights Agreement, dated June 14, 2013, by and among the Issuer, the Reporting Person and Green.

99.22 Convertible Promissory Note (First Tranche Note).

99.23 Convertible Promissory Note (Second Tranche Note).

99.24 Convertible Promissory Note (Third Tranche Note).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 19, 2013

By: /s/ Boone Pickens
Name: Boone Pickens

Exhibit 99.18

CONFIDENTIAL
EXECUTION VERSION

NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 14, 2013, by and among T. Boone Pickens ("TBP") and Green Energy Investment Holdings LLC ("GEIH"), a Delaware limited liability company (each, a "Buyer" and collectively, the "Buyers"), Chesapeake NG Ventures Corporation, an Oklahoma corporation (the "Seller"), Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), and solely for the purposes of Section 4, Clean Energy Fuels Corp., a Delaware corporation (the "Company").

RECITALS

A. The Company has previously issued a Convertible Promissory Note on July 11, 2011 for the principal amount of $50 million and bearing an interest rate of 7.5% (the "First Tranche Note"), and a Convertible Promissory Note on July 10, 2012 for the principal amount of $50 million and bearing an interest rate of 7.5% (the "Second Tranche Note," and collectively with the First Tranche Note, the "Convertible Notes") pursuant to the Loan Agreement between the Company, the Seller, and Chesapeake dated as of July 11, 2011 (as amended (including the Amendment to Loan Agreement dated July 20, 2011), the "Existing Loan Agreement"), which Existing Loan Agreement provides for the obligation of the Seller to advance, on June 28, 2013, $50 million to the Company under a Convertible Promissory Note bearing an interest rate of 7.5% to be issued at par (the "Third Tranche Funding Obligation").

B. The Seller and the Company are party to a Registration Rights Agreement dated as of July 11, 2011 (as amended, the "Existing Registration Rights Agreement" and, collectively with the Existing Loan Agreement, the "Assigned Agreements").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale.

(a) Purchase of Convertible Notes. Upon the terms and subject to the conditions of this Agreement, each Buyer severally agrees to purchase the Convertible Notes, and the Seller agrees to sell and deliver the Convertible Notes to the respective Buyers in the denominations and for the purchase prices reflected on Exhibit A hereto, for an aggregate purchase price of $85,000,000 (the "Purchase Price").

(b) Assignment and Assumption of Rights and Obligations of the Seller under the Assigned Agreements. The Seller hereby assigns to the Buyers all of its right, title and interest to and under each of the Assigned Agreements. Each Buyer hereby severally assumes all of the obligations of the Seller under the Assigned Agreements arising on and after the date hereof including, without limitation, the obligation to fund, in the amounts set forth on Exhibit A hereto, the Third Tranche Funding Obligation.

(c) Payment; Deliverables. Concurrently with the execution of this Agreement, (a) each Buyer shall deliver to the Seller an amount equal to its share of the Purchase Price in immediately available funds; and (b) the Seller shall deliver the Convertible Notes to the Company for cancellation and reissuance to the Buyers in accordance with the amounts set forth on Exhibit A hereto.

(d) The Seller and each Buyer acknowledges that (i) the transactions contemplated by this Agreement have been negotiated on an arm's-length basis solely between the Seller and the Buyers and (ii) the Company's involvement in the transactions contemplated by this Agreement has been limited to providing certain Company information to the Seller and the Buyers and agreeing to join this Agreement solely for the purposes of Section 4.

2. Representations and Warranties of the Seller. The Seller hereby represents and warrants to each Buyer that:

(a) Authority; Title. The Seller: (i) is the record and beneficial owner of the Convertible Notes free and clear of any and all pledges, liens, security interests, mortgage, claims, charges, restrictions, options, title defects or encumbrances, in each case, that would impair or adversely affect the Seller's ability to perform its obligations under this Agreement, other than those encumbrances that exist pursuant to securities laws or the Assigned Agreements; and (ii) has, or will have upon the Company's execution of this Agreement, all necessary consents and approvals, and has full corporate power and authority, to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Seller and constitutes a valid and binding agreement of the Seller enforceable against the Seller in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) No Conflicts. The execution and delivery of this Agreement and the performance by the Seller of the Seller's agreements and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any agreement, judgment, injunction, order, decree, law, regulation or arrangement to which the Seller is a party or by which the Seller (or any of the Seller's assets) is bound, except for any such breach, violation, conflict or default which, individually or in the aggregate, would not impair or adversely affect the Seller's ability to perform its obligations under this Agreement or render inaccurate any of the representations made by the Seller herein.

(c) Validity of Assigned Agreements. As of the date hereof, each Assigned Agreement (i) is valid and binding on the Seller and, to the knowledge of the Seller, the counterparties thereto, and is in full force and effect and (ii) the Seller is not in breach of, or default under, any Assigned Agreement.

(d) Access to Information. The Seller has been afforded access to information about the Company and the financial condition, results of operations, business, property and management which it has deemed sufficient to enable it to evaluate its investment in the

Convertible Notes, the Seller and its advisors have been afforded the opportunity to ask questions of the Company, and the Seller has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its sale of the Convertible Notes.

(e) Non-reliance. The Seller has independently evaluated the merits of its decision to sell the Convertible Notes pursuant to this Agreement, and has not relied on the advice of any Buyer or the Company or of any of their respective representatives in making such decision. The Seller acknowledges that the Buyers may currently possess, or may be deemed to possess, non-public information with respect to the Convertible Notes. The Seller waives its right to assert and releases any claims it may have against the Buyers or the Company for non-disclosure of the nonpublic information.

3. Representations, Warranties and Covenants of the Buyers. Each Buyer hereby severally represents and warrants to the Seller as follows:

(a) Authority. Such Buyer, as of the date hereof, has all necessary consents and approvals, and full power and authority, to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Buyer and constitutes a valid and binding agreement of such Buyer, enforceable against such Buyer in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) No Conflicts. The execution and delivery of this Agreement and the performance by such Buyer of such Buyer's agreements and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any agreement, judgment, injunction, order, decree, law, regulation or arrangement to which such Buyer is a party or by which such Buyer (or any of such Buyer's assets) is bound, except for any such breach, violation, conflict or default which, individually or in the aggregate, would not impair or adversely affect such Buyer's ability to perform its obligations under this Agreement or render inaccurate any of the representations made by such Buyer herein.

(c) Access to Information. Such Buyer has been afforded access to information about the Company and the financial condition, results of operations, business, property and management which it has deemed sufficient to enable it to evaluate its investment in the Convertible Notes, such Buyer and its advisors have been afforded the opportunity to ask questions of the Company, and such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its purchase of the Convertible Notes.

(d) Non-reliance. Such Buyer has independently evaluated the merits of its decision to purchase the Convertible Notes pursuant to this Agreement, and has not relied on the advice of the Seller or the Company or any of their respective representatives in making such decision.

4. Covenants of the Company.

(a) Consent of the Company. The Company hereby grants its consent to (i) the transfer of the Convertible Notes from the Seller to the Buyers in accordance with the terms hereof; (ii) the assignment of the Seller's right, title and interest to and under the Assigned Agreements to the Buyers; and (iii) the several assumption by the Buyers of all of the obligations of the Seller under the Assigned Agreements arising on and after the date hereof including, without limitation, the obligation to fund, in the amounts set forth on Exhibit A hereto, the Third Tranche Funding Obligation.

(b) Replacement Notes. The Company hereby agrees to (i) accept the Convertible Notes from the Seller for cancellation and (ii) reissue to the Buyers replacement notes with the face amounts set forth on Exhibit A hereto in accordance with the terms of the Amended and Restated Loan Agreements.

(c) June 30, 2013 Interest Payment. The Company hereby agrees to make the June 30, 2013 cash interest payment in respect of the Convertible Notes as follows: (i) interest accrued from the March 31, 2013 Interest Payment Date through and including the date hereof shall be paid to Seller and (ii) interest accruing after the date hereof through and including the June 30, 2013 Interest Payment Date shall be paid to Buyers in accordance with Exhibit B hereto. Interest accruing thereafter shall be paid in accordance with the terms of the Amended and Restated Loan Agreements and the replacement notes issued concurrently herewith pursuant to Section 4(b) of this Agreement in the amounts set forth on Exhibit A hereto.

(d) Release of Seller and Guaranty. The Company hereby releases (i) the Seller from any and all obligations under the Assigned Agreements arising on and after the date hereof including, without limitation, the obligation to fund, in the amounts set forth on Exhibit A hereto, the Third Tranche Funding Obligation and (ii) Chesapeake from its obligations under the Guaranty (as defined in the Existing Loan Agreement).

5. Miscellaneous Provisions.

(a) Certain Definitions. Unless otherwise expressly provided herein, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Existing Loan Agreement. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Amended and Restated Loan Agreements" means those certain loan agreements by and between the Company and each Buyer of even date herewith.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks in Los Angeles, California are authorized or required by applicable Law to be closed.

"Governmental Authority" means any United States federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal, or arbitral or judicial body (including any grand jury).

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Authority.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

(b) Amendments, Modifications and Waivers. No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by the parties hereto.

(c) Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement with respect to the matters discussed herein and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(e) Consent to Jurisdiction; Venue. In any action or proceeding between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties: (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Delaware Court of Chancery, or, if no such state court has proper jurisdiction, the United States District Court for the District of Delaware, and (ii) agrees that all claims in respect of such action or proceeding may be heard and determined exclusively in such courts.

(f) WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(g) Assignment and Successors. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by any of such parties without the prior written consent of the other parties, except that any party hereto may assign this Agreement, and its respective rights, interests, and obligations hereunder to any affiliate of such party without the consent of any other party hereto upon written notice to the other parties hereto. Any attempted assignment of this Agreement in violation of the foregoing shall be void and of no effect.

(h) No Third-party Rights. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto), any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Specific Performance; Injunctive Relief. The parties hereto acknowledge that the parties will be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the parties could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the non-breaching party may be entitled, at law or in equity, it shall be entitled to seek to enforce any provision of this Agreement by a decree of specific performance and temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

(j) Further Assurances. From time to time after the date hereof, and for no further consideration, each of the parties shall execute, acknowledge, and deliver such assignments, transfers, consents, assumptions, and other documents and instruments, and take such other actions as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

(k) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e mail, upon written confirmation of receipt by facsimile, e mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to the Company, to:

Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 400
Seal Beach, California 90740
Tel: (562) 493-2804
Fax: (562) 493-4956
Attn: J. Nathan Jensen, Vice President and General Counsel

with a copy (which will not constitute notice) to:

Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, California 92130
Tel: (858) 720-5100
Fax: (858) 720-5125
Attn: Steven G. Rowles

(ii) if to the Seller, to:

Chesapeake NG Ventures Corporation
6100 North Western Avenue
Oklahoma City, Oklahoma 73118
Tel: (405) 935-6125
Fax: (405) 849-6125
Attn: Nick Dell'Osso, Executive Vice President
and Chief Financial Officer

with a copy (which will not constitute notice) to:

Commercial Law Group, P.C.
5520 North Francis Avenue
Oklahoma City, Oklahoma 73118
Tel: (405) 232-3001
Fax: (405) 232-5553
Attn: Ray Lees

(iii) if to a Buyer, to both Buyers as follows:

Green Energy Investment Holdings LLC
c/o Leonard Green and Partners
11111 Santa Monica Boulevard, Suite 2000
Los Angeles, California 90025
Tel: (310) 954-0444
Fax: (310) 954-0404
Attn: Usama N. Cortas

and

T. Boone Pickens
c/o Drew A. Campbell
8117 Preston Road, Suite 260
Dallas, Texas 75225
Tel: (214) 265-4165
Fax: (214) 750-9773

with copies (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue; Suite 4400
Los Angeles, California 90071
Tel: (213) 229-7986
Fax: (213) 229-6986
Attn: Jennifer Bellah Maguire

and

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002-4995
Tel: (713) 229-1475
Fax: (713) 229-7775
Attn: Stephen Massad

(l) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signatures pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

(m) Fees and Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated.

(n) Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(o) Legal Representation. This Agreement was negotiated by each party hereto with the benefit of such party's legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

BUYERS:

GREEN ENERGY INVESTMENT HOLDINGS LLC

By: Leonard Green & Partners, L.P.
a Delaware limited partnership
its manager

By: LGP Management, Inc.
a Delaware corporation
its general partner

By: /s/ John G. Danhakl
John G. Danhakl
Executive Vice President
and Managing Partner

/s/ Boone Pickens

Boone Pickens

[Signature Page to Note Purchase Agreement]

SELLER:

CHESAPEAKE NG VENTURES CORPORATION

By: /s/ Domenic J. Dell'Osso
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

CHESAPEAKE:

CHESAPEAKE ENERGY CORPORATION

By: /s/ Domenic J. Dell'Osso
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

COMPANY:

CLEAN ENERGY FUELS CORP.
(Solely with respect to Section 4)

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

Exhibit A

Purchase of Convertible Notes

Buyer	First Tranche Note Purchase Price	Second Tranche Note Purchase Price	Total Purchase Price
Green Energy Investment Holdings LLC	$ 21,250,000	$ 21,250,000	$ 42,500,000
T. Boone Pickens	$ 21,250,000	$ 21,250,000	$ 42,500,000
Totals:	$ 42,500,000	$ 42,500,000	$ 85,000,000

Issuance of Replacement Notes

Buyer	First Tranche Note Face Amount	Second Tranche Note Face Amount	Total Face Amount
Green Energy Investment Holdings LLC	$ 25,000,000	$ 25,000,000	$ 50,000,000
T. Boone Pickens	$ 25,000,000	$ 25,000,000	$ 50,000,000
Totals:	$ 50,000,000	$ 50,000,000	$ 100,000,000

Third Tranche Funding Obligation

Buyer	Third Tranche Note Funding Obligation	Third Tranche Note Face Amount
Green Energy Investment Holdings LLC	$ 35,000,000	$ 35,000,000
T. Boone Pickens	$ 15,000,000	$ 15,000,000
Totals:	$ 50,000,000	$ 50,000,000

[Exhibit A to Note Purchase Agreement]

Exhibit 99.19

EXECUTION VERSION

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "Agreement"), is dated as of June 14, 2013, between T. Boone Pickens, an individual, as borrower (the "Borrower"), and Green Energy Investment Holdings LLC, a Delaware limited liability company, as lender (the "Lender").

WHEREAS, the Lender has agreed to loan to the Borrower loans in an aggregate principal amount of $57,500,000 (the "Loans"), subject to the terms and conditions set forth herein;

WHEREAS, the Borrower will use the proceeds of the Loans to purchase a 7.5% convertible note due July 11, 2018 in the principal amount of $25,000,000 (the "Tranche One Note"), a 7.5% convertible note due July 10, 2019 in the principal amount of $25,000,000 (the "Tranche Two Note" and together with the Tranche One Note, the "Initial Notes") issued by Clean Energy Fuels Corp., a Delaware corporation (the "Issuer") under that certain Loan Agreement dated as of the date hereof between the Issuer and the Borrower (the "Loan Agreement"), and to fund the commitment to make a loan to the Issuer in the principal amount of $15,000,000 to be evidenced by a 7.5% convertible note to be issued by the Issuer at par on the date hereof (the "Additional Note," and, together with the Initial Notes, the "Convertible Notes") pursuant to the Loan Agreement.

WHEREAS, to secure the obligations in respect of the Loans and all other obligations of the Borrower hereunder, the Borrower has agreed to grant a security interest to the Lender in the Convertible Notes and certain other assets of Borrower as described below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. LOANS. On the date first written above (the "Closing Date"), the Lender shall, subject to the terms and conditions set forth herein, make Loans available to the Borrower in the amount of $21,250,000, the proceeds of which shall be used to purchase the Tranche One Note (the "Tranche One Loan"), and $21,250,000, the proceeds of which shall be used to purchase the Tranche Two Note (the "Tranche Two Loan"), in each case pursuant to a Notes Purchase Agreement dated as of the date hereof among the Borrower, the Lender, Chesapeake NG Ventures Corporation, an Oklahoma corporation, Chesapeake Energy Corporation, an Oklahoma corporation, and the Issuer. On the date on which the Additional Note is to be funded pursuant to the Loan Agreement, the Lender shall, subject to the terms and conditions set forth herein, make a Loan available to the Borrower in the amount of $15,000,000 (the "Tranche Three Loan"), the proceeds of which shall be used to fund the commitment to make a loan to the Issuer under the Loan Agreement, which will be evidenced by the Additional Note from the Issuer.

2. MATURITY. The Borrower shall repay in cash (a) the full amount of the Tranche One Loan, together with all interest accrued but unpaid thereon, on July 11, 2018, (b) the full amount of the Tranche Two Loan, together with all interest accrued but unpaid thereon, on July 10, 2019 and (c) the full amount of the Tranche Three Loan, together with all interest accrued but unpaid thereon, on June 14, 2020 (any such date, an "Applicable Maturity Date"). For avoidance of doubt, the obligation of the Borrower to pay principal of and interest on the Loans in cash shall not be modified in the event any tranche of Convertible Notes is paid in whole or in part in Common Stock upon its Maturity Date (as defined in the Loan Agreement).

3. INTEREST. Each Loan shall bear interest on the unpaid principal balance until payment in full at a rate of 7.50% *per annum*. Interest shall be due and payable in cash in arrears on March 31, June 30, September 30 and December 31 of each year, commencing on June 30, 2013. All interest will be computed for the actual number of days elapsed on the basis of a year consisting of 360 days. Any sum not paid when due will bear interest at 13% per annum compounded quarterly (including after filing of any bankruptcy proceeding, regardless of whether post-petition interest is allowed or allowable in such proceeding). Any amounts in excess of the foregoing amounts that are received by the Borrower as interest or fees pursuant to the Loan Agreement will be payable by the Borrower to the Lender hereunder as additional interest.

4. PAYMENTS.

a. The Borrower shall make any payment required hereunder (including any payment with respect to principal of or interest on the Loans or any other amounts becoming due hereunder) on the date when due, in immediately available funds, in United States dollars, without presentment, setoff, protest, deduction or counterclaim.

b. Payments hereunder shall be made to the Lender at: Wells Fargo Bank, ABA: 121 000 248, Acct: Green Energy Investment Holdings LLC, Acct No: 7321682093, Attn: Jennifer Estrada (213) 253-3512. Payments made by the Borrower after 1:00 p.m. PST on any business day shall be deemed to have been paid on the following business day. As used herein, "business day" means a day of the year other than a Saturday, Sunday and any other day on which banks are required or authorized by law to close in California, New York or Texas.

c. If a payment of any amount hereunder becomes due and payable on a day other than a business day, the due date thereof shall the immediately preceding business day.

5. OPTIONAL PREPAYMENTS. The Borrower may prepay the Loans in part or in full at any time, in cash, without penalty, together with interest accrued but unpaid on the principal amount prepaid.

6. MANDATORY PREPAYMENTS.

a. In the event that any Mandatory Exchange occurs with respect to the Convertible Notes pursuant to paragraph 6.3 of the Loan Agreement, then the Borrower shall make an immediate mandatory prepayment with respect to the Loans, in cash, of all outstanding principal and interest.

b. In the event that any Default occurs under, and as defined in, the Loan Agreement, then, unless such Default is cured by the Issuer pursuant to the terms of the Loan Agreement, the Borrower shall make a mandatory prepayment with respect to the Loans, in cash, of all outstanding principal and interest within 90 calendar days after the date on which such Default occurs.

c. In the event that the Borrower ceases to serve as a director of the Issuer, then the Borrower shall make a mandatory prepayment with respect to the Loans, in cash, of all outstanding principal and interest within 180 calendar days after the date of such cessation.

d. In the event that any Fundamental Change (as defined in the Loan Agreement) occurs, then the Borrower shall make a mandatory prepayment with respect to the Loans, in cash, of all outstanding principal and interest within 32 Trading Days (as defined in the Loan Agreement) after the date of such Fundamental Change.

e. In the event that the Borrower gives written notice to the Issuer that he desires to exchange any portion of the Convertible Notes for shares of Common Stock (as defined in the Loan Agreement) pursuant to paragraph 6.1 or 6.2 of the Loan Agreement, then the Borrower shall make a mandatory prepayment with respect to the Loans, in cash, of all outstanding principal and interest within one business day after the Borrower receives (or Lender receives on Borrower's behalf) settlement in respect of such exchange from the Issuer; *provided*, *however*, that, so long as no Event of Default (as defined in Section 11) has occurred and is continuing, if the Borrower gives such written notice with respect to the exchange in full of the Tranche One Note, the Tranche Two Note or the Additional Note no more than ninety days prior to the applicable Maturity Date (as defined in the Loan Agreement) of such Convertible Note, the Borrower shall be required to make a mandatory prepayment (in cash) of all outstanding principal and interest solely with respect to, respectively, the Tranche One Loan, the Tranche Two Loan or the Tranche Three Loan, and shall not be required to make a mandatory prepayment with respect to the other Loans.

7. SECURITY.

a. As security for the full and timely payment of the Loans and the Borrower's other obligations under the Loan Documents (as defined below), the Borrower hereby assigns and grants to the Lender a continuing lien on and security interest in the Borrower's right, title and interest in and to (i) the Convertible Notes, (ii) 55% of the Membership Interests (as defined in the Limited Liability Company Agreement dated as of May 28, 2010 of BP Mineral Holdings III LLC, a Texas limited liability company ("BP Mineral III")) held by the Borrower in BP Mineral III (such percentage of such Membership Interests, the "Equity Collateral"), (iii) all indebtedness for borrowed money owed to the Borrower by BP Mineral III, whether or not evidenced by any instrument or promissory note, the instruments evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing, (iv) all ownership interests, membership interests, shares, securities, moneys, instruments or other property representing a dividend, a distribution or return of capital upon or in respect of the Equity Collateral and the Convertible Notes received or receivable by the Borrower, or otherwise received or receivable by the Borrower in exchange therefor or conversion thereof, and any warrants, rights or options issued to the holders of, or otherwise in respect of, the Equity Collateral and the Convertible Notes; (v) all rights of the Borrower under any agreement or instrument relating to the Equity Collateral and the Convertible Notes, including, without limitation, all rights of the Borrower to receive moneys or distributions with respect to the Equity Interests and the Convertible Notes, all rights of the Borrower under any shareholder agreements and registration rights agreements, all rights of the Borrower to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Equity Collateral and the Convertible Notes, and any right of the Borrower to perform thereunder and to compel performance and otherwise exercise all rights and remedies thereunder, and (vi) all proceeds of the foregoing (the "Collateral").

b. The liens granted to the Lender under this Section 7 and the other Loan Documents in and to the Collateral shall be a first priority and senior continuing security interest and lien on the Collateral.

c. On the Closing Date, the Borrower shall deliver to the Lender (a) all certificates and instruments representing the Equity Collateral, if certificated, together with an undated stock power or other applicable transfer instrument covering such certificate duly executed in blank by the Borrower and (b) all certificates and instruments evidencing the Initial Notes, together with any necessary endorsements or assignments.

d. On the date on which the Additional Note is issued (the "Second Funding Date"), the Borrower shall deliver to the Lender all certificates and instruments evidencing the Additional Note, together with any necessary endorsements or assignments.

e. On the Closing Date, and thereafter from time to time as the Lender deems necessary (including, without limitation, on the Second Funding Date), the Borrower shall execute and/or deliver to the Lender any financing statements (and amendments and continuations of financing statements) and any other agreements, documents, instruments and writings, including, without limitation, security agreements, pledge agreements, and amendments or supplements thereto (such documents together with this Agreement and all other documents executed and delivered in connection with the Loans, the "Loan Documents"), as may be reasonably requested by the Lender to evidence, perfect or protect the Lender's liens and security interests in the Collateral. Promptly upon receipt of any certificates or instruments evidencing any Collateral, the Borrower will deliver same to the Lender, together with any necessary endorsements, assignments, undated stock powers or other applicable transfer instruments.

f. On the Closing Date and the Second Funding Date, the Borrower will irrevocably instruct the Issuer to pay and deliver all interest and other proceeds (including, without limitation, any shares of Common Stock (as defined in the Loan Agreement) received or receivable by the Borrower in conversion thereof (such shares, "Convertible Debt Shares")) due in respect of the Convertible Notes directly to Lender when due. The Lender agrees that, upon request of the Borrower, the Lender will permit the sale of any Convertible Debt Shares received and held by the Lender so long as the proceeds thereof are applied first to repayment in full in cash of any amounts due and owing under the Loans as set forth in Section 6.

g. The Lender is hereby irrevocably made, constituted and appointed the true and lawful attorney for the Borrower with full power of substitution to do the following: (a) file or record any financing statements, amendments and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Lender reasonably determines appropriate to perfect the security interests of the Lender under this Agreement; (b) execute and/or deliver in the name of the Borrower any schedules, assignments, instruments, documents and statements that Borrower is obligated to give to the Lender hereunder or under any of the other Loan Documents or which are necessary or desirable to perfect the Lender's liens on the Collateral; and (c) do such other and further acts and deeds in the name of the Borrower that the Lender may reasonably deem necessary or desirable to exercise its rights and remedies with respect to any Collateral.

h. Upon any partial repayment or prepayment of the principal amount of the Loans in excess of $10,000,000 in the aggregate, the Lender shall, upon request of the Borrower and subject to Borrower providing updated valuation information with respect to the Equity Collateral, release Equity Collateral requested by the Borrower so long as, after giving effect to such partial repayment or prepayment and the release of such Equity Collateral, (i) the aggregate principal amount of the outstanding Loans does not exceed the "maximum loan value" (as defined in Regulation U of the Board of Governors of the Federal Reserve System) of the remaining Collateral, in each case based on the value of the applicable Collateral as of the date of such withdrawal, or (ii) if, immediately prior to such partial repayment or prepayment and the release of such Equity Collateral, the aggregate principal amount of the outstanding Loans exceeded the maximum loan value (as so defined) of the Collateral (the amount of such excess being the "Pre-Release Shortfall"), the aggregate principal amount of the outstanding Loans does not exceed the maximum loan value (as so defined) of the remaining Collateral by an amount greater than the Pre-Release Shortfall, in each case based on the value of the applicable Collateral as of the date of such withdrawal. Upon any such release of Equity Collateral, the Lender shall, at the Borrower's expense and without representation, warranty or recourse, (A) execute and deliver such release documents evidencing such release of such Equity Collateral and discharge as the Borrower may reasonably request and (B) deliver to the Borrower the released Equity Collateral and any certificates and transfer instruments relating to such released Equity Collateral in the Lender's possession belonging to the Borrower.

8. REPRESENTATIONS AND WARRANTIES. To induce the Lender to enter into this Agreement and to advance the Loans hereunder, the Borrower represents and warrants to the Lender: (a) the execution, delivery and performance by the Borrower of this Agreement, and the borrowings and granting of liens by the Borrower hereunder, do not and will not violate any agreements or laws binding on or applicable to the Borrower nor (except for the liens created under the Loan Documents) require, or result in, the creation or imposition of any lien or other encumbrance on any of the Collateral; (b) this Agreement is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, (c) no litigation, arbitration proceeding or governmental or regulatory investigation or proceeding is pending or, to the knowledge of the Borrower, threatened against the Borrower which purports to affect or pertain to this Agreement or any of the transactions contemplated hereby or any of the Collateral except as disclosed in writing prior to the date hereof; (d) the Borrower has good title, free of any and all liens, in the Collateral, and the security interests granted herein and the exercise of remedies hereunder will not violate any agreement or laws binding on or applicable to the Borrower; (e) Schedule I hereto correctly sets forth the type of entity and jurisdiction of organization of BP Mineral III, and the class and percentage of the outstanding Membership Interests of BP Mineral III held by the Borrower comprising the Equity Collateral; (f) other than indebtedness owed to the Borrower, BP Mineral III has no outstanding indebtedness for borrowed money; (g) the Borrower is in compliance in all material respects with all applicable federal, state and local laws and regulations binding on or applicable to the Borrower; (h) the Borrower has not taken any actions under this Agreement that could result in a violation of Regulation U, or X of the Board of Governors of the Federal Reserve System; (i) both immediately before and after giving effect to the Loans made on or prior to the date this representation and warranty is made or remade, the

Borrower is solvent; (j) the information (other than any forward-looking information) furnished by the Borrower to the Lender for purposes of or in connection with this Agreement and the transactions contemplated hereby (in each case, as modified or supplemented by other information so furnished prior to the date hereof), as of the date such information was furnished and as of the date hereof, was accurate in all material respects and did not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (k) the Collateral is not community property and is not subject to any judgment incident to a divorce, dissolution of marriage or separation (including by decree or other court order); and (l) the proceeds of the Loans will be used in compliance with all applicable laws and as described in Section 1.

9. CONDITIONS PRECEDENT TO LOANS. The obligation of the Lender to make any Loan is subject to the satisfaction or due waiver of each of the following conditions precedent: (1) the Lender shall have received this Agreement, duly executed and delivered by the Borrower; (2) the representations and warranties set forth herein shall be true and correct in all material respects as of such date; (3) no Event of Default shall have occurred and be continuing; (4) the Lender shall have received, with respect to the Tranche One Loan and the Tranche Two Loan, all documents representing the Initial Notes and the Equity Collateral, and related undated powers or endorsements duly executed in blank, and with respect to the Tranche Three Loan all documents representing the Additional Notes, and related undated powers or endorsements duly executed in blank; (5) the Borrower shall have provided duly executed forms requested by the Lender necessary to comply with Regulation U or X, including a Form G-3 (and any amendments thereto in connection with the Tranche Three Loan) and valuation information with respect to the Equity Collateral; (6) prior to and immediately after giving effect to each Loan, the “maximum loan value” (as defined in Regulation U of the Board of Governors of the Federal Reserve System) of the Collateral is greater than or equal to the outstanding principal amount of the Loans; and (7) the proceeds of the Loans shall be used to purchase the Convertible Notes.

10. COVENANTS. The Borrower covenants for the benefit of the Lender that until payment in full in cash of the Loans, the Borrower shall (a) not incur, assume or permit to exist any lien or other encumbrance or restriction or limitation on or with respect to any Collateral or with respect to the granting to the Lender of the Collateral, (b) as soon as practicable, and in any event within 3 business days after the Borrower acquires knowledge of the occurrence, give the Lender written notice of the occurrence of (i) any Event of Default, and (ii) litigation, arbitration proceeding or governmental or regulatory investigation or proceeding not previously disclosed by the Borrower to the Lender which purports to affect or pertain to this Agreement or any of the transactions contemplated hereby or any of the Collateral; (c) keep his books and records in accordance with sound business practices; (d) comply in all material respects with all applicable laws, rules, regulations, decrees, orders, judgments, licenses and permits and all indentures, agreements and other instruments binding upon him or his property; (e) not change his name or state of domicile unless he gives the Lender no less than 30 days advance written notice of such change; (f) not take any action that would result in a violation of Regulation U, or X of the Board of Governors of the Federal Reserve System, as applicable; (g) not amend, waive or otherwise modify the Loan Agreement or the Convertible Notes; and (h) not exchange or attempt to exchange all or a portion of the Convertible Notes into shares of Common Stock (as defined in the Loan Agreement) pursuant to paragraph 6.1 or 6.2 of the Loan Agreement without making provision in advance reasonably acceptable to the Lender for the immediate prepayment in full in cash of all of the Loans (other than any involuntary exchange by the Issuer pursuant to the Loan Agreement and other than as permitted by (and subject to compliance with) the proviso in Section 6e).

11. EVENTS OF DEFAULT; ACCELERATION.

a. In the event (each, an "Event of Default") of: (i) any default in payment by the Borrower when due of the principal amount of the Loans, interest thereon or any other amount payable under the Loan Documents, whether at the Applicable Maturity Date or otherwise; (ii) the occurrence of any breach or default by the Borrower under this Agreement; (iii) the commencement of any proceeding with respect to the Borrower under any bankruptcy or insolvency law and, in the case of any such proceedings instituted against (but not by or with the consent of) the Borrower, either such proceedings shall remain undismissed or unstayed for a period of 60 days or more or any action sought in such proceedings shall occur; (iv) any representation or warranty made by the Borrower herein is false or misleading in any material respect on the date when made or deemed made; (v) final judgments which exceed an aggregate of $5,000,000 shall be rendered against the Borrower and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within 30 business days after entry or filing of such judgments; (vi) as of any required date of determination under Regulation U of the Board of Governors of the Federal Reserve System, the value of the Collateral is less than the value required by such Regulation U so as to cause a violation of such Regulation U; or (vii) any provision of this Agreement shall fail to be valid and binding on, or enforceable against, the Borrower, or the lien created under this Agreement shall cease to be a first priority, fully perfected security interest in the Collateral granted by the Borrower, the Lender may elect then, or at any time thereafter, to declare the Loans to be immediately due and payable in whole or in part, whereupon the principal amount of the Loans so declared to be due and payable, together with accrued interest thereon and all other liabilities of the Borrower accrued hereunder, under any Loan Document and under any other document relating to the Loans, shall become immediately due and payable in cash, without presentment, setoff, protest, deduction, or any notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein, in any Loan Document or in any other document relating to the Loans to the contrary notwithstanding. Notwithstanding the foregoing, if an Event of Default under clause (iii) or clause (vi) shall occur and be continuing with respect to the Borrower, then the unpaid principal amount of the Loans together with interest thereon and all other liabilities of the Borrower accrued hereunder, under this Agreement and under any other document relating to the Loans, shall automatically become immediately due and payable in cash, without presentment, setoff, protest, deduction, or any notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other document relating to the Loans to the contrary notwithstanding.

b. In addition to the foregoing rights and remedies and all other rights and remedies available to the Lender under applicable law or in equity, the Lender may avail itself of the rights and remedies set forth in the Uniform Commercial Code of the State of New York and any other applicable jurisdiction. To the extent necessary, proceeds shall be used, first, to pay all expenses of the Lender in enforcing this Agreement, including without limitation attorneys' fees and legal expenses incurred by the Lender; next, to satisfy any remaining obligations under this Agreement, first to accrued but unpaid interest on the Loans and then to the principal on the Loans; any remaining proceeds shall be delivered to the Borrower.

12. FULL RECOURSE. The Borrower understands and agrees that the Lender has full recourse against the Borrower for the Loans and accordingly, if, following any default in the repayment of the Loans or any other amounts due under the Loan Documents, for any reason, the Collateral is insufficient to satisfy the Borrower's obligations hereunder, the Borrower shall be liable for any deficiency in the repayment of the Loans, together with accrued interest thereon and all other liabilities of the Borrower accrued hereunder. The Borrower further agrees that the Lender may set off and apply any and all amounts otherwise payable to the Borrower by or on behalf of the Lender to satisfy such deficiency. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which the Lender may have.

13. PAYMENT IN FULL. Upon payment in full in cash of the Loans, together with all interest accrued thereon and all other amounts payable by the Borrower under the Loan Documents, the Lender shall, at the Borrower's expense and without representation, warranty or recourse, (a) execute and deliver such release documents evidencing such release and discharge as the Borrower may reasonably request, and (b) deliver to the Borrower the Convertible Notes, the Equity Collateral, and any certificates, transfer instruments or other Collateral in the Lender's possession belonging to the Borrower.

14. SUCCESSORS AND ASSIGNS; ASSIGNMENT. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the heirs, successors and permitted assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower or the Lender that are contained in this Agreement shall bind and inure to the benefit of their respective heirs, successors and permitted assigns. Anything in this Agreement to the contrary notwithstanding, neither this Agreement, nor any of the rights, interests or obligations under this Agreement, may be assigned or delegated, in whole or in part, by the Borrower without the prior written consent of the Lender, and any such assignment without such prior written consent shall be null and void.

15. REIMBURSEMENT; INDEMNIFICATION. Following the occurrence and during the continuance of an Event of Default, the Borrower shall reimburse the Lender on demand for any attorneys' fees and all other costs and expenses incurred by the Lender in collecting any amounts owed under this Agreement. The Borrower shall indemnify and hold harmless the Lender and any of its employees, agents, representatives, affiliates, successors and assigns (collectively, the "Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such party as and when incurred for any loss, liability, demand, claim, action, cause of action, cost, damage, deficiency, penalty, fine or expense, whether or not arising out of any claims by or on behalf of the Lender or any third party, including interest, penalties, and attorneys' fees and expenses of counsel to the Indemnified Parties and all amounts paid in investigation, defense or settlement of any of the foregoing (collectively, "Losses") which any such party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of the Loan Documents or the transactions contemplated thereby or any action taken or omitted by the Indemnified Parties under or in connection with any of the foregoing; provided, however, that no Indemnified Party shall be entitled to such indemnities, rights and remedies to the extent that such Losses result from the willful misconduct or the gross negligence on the part of such Indemnified Party, as finally determined by a court of competent jurisdiction. The agreements in this Section 15 shall survive the termination of this Agreement and the payment in full of the Loans.

16. WAIVER; AMENDMENT.

a. No failure or delay of the Lender in exercising any power or right hereunder or under any other document relating to the Loans shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder and under the other documents relating to the Loans are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other such document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by subsection (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

b. Neither this Agreement nor any provision hereof may be waived, amended, or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Lender.

17. MAXIMUM INTEREST. The rate of interest payable on the Loans shall in no event exceed the maximum rate permissible under applicable law. If the rate of interest payable is ever reduced as a result of this Section and at any time thereafter the maximum rate permitted by applicable law shall exceed the rate of interest provided for in this Agreement, then the rate provided for in this Agreement shall be increased to the maximum rate provided by applicable law for such period as is required so that the total amount of interest received by the Lender is that which would have been received by the Lender but for the operation of the first sentence of this Section.

18. ENTIRE AGREEMENT. This Agreement and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

19. SEVERABILITY. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

20. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS AGREEMENT AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.

21. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS RELATING TO THE LOANS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT SUCH PARTY AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

22. CONSENT TO FORUM. All actions or proceedings arising in connection with this Agreement or the other Loan Documents shall be tried and litigated in state or, to the extent permitted by applicable law, Federal courts located in the borough of Manhattan in the State of New York; provided that nothing in this Agreement shall limit the right of the Lender to commence any proceeding in the federal or state courts of any other jurisdiction to the extent the Lender determines that such action is necessary or appropriate to exercise its rights or remedies under this Agreement. EACH PARTY HERETO WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT SUCH PARTY IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

23. COUNTERPARTS. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which were taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or digital signature (i.e., PDF) shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first herein written.

BORROWER:

/s/ T. Boone Pickens
T. Boone Pickens

LENDER:

GREEN ENERGY INVESTMENT HOLDINGS LLC

By: Leonard Green & Partners, L.P.
a Delaware limited partnership
its manager

By: LGP Management, Inc.
a Delaware corporation
its general partner

By: /s/ John G. Danhakl
John G. Danhakl
Executive Vice President
and Managing Partner

[Signature Page to Loan and Security Agreement]

The undersigned, in his capacity as the Managing Member of BP Mineral Holdings III LLC, hereby acknowledges and consents to the pledge of the Equity Collateral as set forth herein.

/s/ T. Boone Pickens
T. Boone Pickens, Managing Member

Exhibit 99.20

EXECUTION VERSION

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**") is entered into effective June 14, 2013, between T. BOONE PICKENS, an individual (the "**Lender**"), and CLEAN ENERGY FUELS CORP., a Delaware corporation (the "**Borrower**" or the **"Company**").

W I T N E S S E T H:

WHEREAS, the Borrower has formed Clean Energy National LNG Corridor, LLC, a Delaware limited liability company (the "**LNG Subsidiary**") to engage in the development, construction and operation of liquefied natural gas fueling stations throughout the United States (the "**Business**");

WHEREAS, the Lender has acquired fifty percent (50%) of a Convertible Promissory Note initially issued by the Company on July 11, 2011 in the principal amount of $50 million and bearing a cash interest rate of 7.5% (the "**First Tranche Note**"), and fifty percent (50%) of a Convertible Promissory Note initially issued by the Company on July 10, 2012 in the principal amount of $50 million and bearing a cash interest rate of 7.5% (the "**Second Tranche Note**," and, together with the First Tranche Note, the "**Convertible Notes**");

WHEREAS, the Company cancelled each Convertible Note as issued in the name of the original holder thereof and reissued (i) notes (the "**TBP Replacement Notes**") of like tenor and of $25 million face value each to and in the name of the Lender and (ii) notes of like tenor and of $25 million face value each to and in the name of a third party;

WHEREAS the Lender has assumed the obligation to extend a loan to the Borrower (the "**Third Tranche Loan**" and, together with the loans underlying the TBP Replacement Notes, the "**Loans**") in the aggregate amount of $15,000,000.00, to be evidenced by a new Convertible Promissory Note (the "**Third Tranche Note**" and, each, together with the TBP Replacement Notes, a "**Note**"), the proceeds to be used exclusively in connection with the development of the Business; and

WHEREAS, pursuant to the Purchase Agreement, the Lender has acquired the outstanding Notes from Chesapeake NG Ventures Corporation ("**Chesapeake**"), the prior owner of all of the outstanding Notes issued pursuant to the Loan Agreement dated as of July 11, 2011 among the Borrower, Chesapeake and an Affiliate of Chesapeake, as guarantor (the "**Original Loan Agreement**") and all of Chesapeake's rights, title and interest to the Original Loan Agreement and the Registration Rights Agreement of even date with the Original Loan Agreement (the "**Original Registration Rights Agreement**") and the Borrower and the Lender have agreed to enter into this Loan Agreement and a new Registration Rights Agreement (the "**Registration Rights Agreement**") to reflect the assignment of the Notes pursuant to the Purchase Agreement to multiple parties and to make certain non-substantive and/or ministerial modifications necessitated by such assignment to the Original Loan Agreement and Original Registration Rights Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements among the parties and the funds to be advanced to the Borrower, it is agreed as follows:

1. Definitions. The following terms have the meanings set forth in this paragraph 1, when used in this agreement:

1.1 "**Adjusted Conversion Price**" means the greater of: (a) the Market Value for the period ending on the Effective Date; and (b) the product of: (i) the Reference Price; and (ii) 66 2/3%.

1.2 "**Adjustment Notice**" means a certificate from the Borrower to the Lender certifying any adjustments to the Conversion Price and Reference Price calculated pursuant to paragraph 6.6.

1.3 "**Affiliate**" means the same in this Agreement as that term is defined in Rule 405 of the Securities Act.

1.4 "**Board of Directors**" means the Board of Directors of the Borrower or, with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action.

1.5 "**Borrower**" has the meaning ascribed to that term in the preamble.

1.6 "**Business**" has the meaning ascribed to that term in the recitals.

1.7 "**Bylaws**" means the Borrower's Bylaws, as amended and as in effect on the date hereof.

1.8 "**Capital Stock**" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated) of corporate stock and any and all warrants, options and rights with respect thereto (whether or not currently exercisable), including each class of common stock and preferred stock of that Person.

1.9 "**Certificate of Incorporation**" means the Borrower's Restated Certificate of Incorporation, as amended and as in effect on the date of this Agreement.

1.10 "**Closing**" has the meaning ascribed to that term in paragraph 3.

1.11 "**Closing Sale Price**" of the Common Stock on any date means the last closing trade price for such security prior to 4:00 p.m., New York City time, on the principal securities exchange or trading market where such Common Stock is listed or traded, as reported by Bloomberg, L.P. (or an equivalent, reliable reporting service mutually acceptable and hereafter designated by the Borrower and the Lender).

1.12 "**Contingent Obligation**" means, with respect to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

1.13 "**Common Stock**" means the Borrower's common stock, par value $0.0001 per share or any other class of stock resulting from successive changes or reclassifications of such Common Stock.

1.14 "**Conversion Price**" means $15.80 per share of Common Stock.

1.15 "**Default**" has the meaning ascribed to that term in paragraph 9.

1.16 "**Effective Date**" means the date on which a Fundamental Change occurs.

1.17 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.18 "**Exchange Event**" has the meaning ascribed to that term in paragraph 6.4.

1.19 "**Exchange Shares**" means shares of Common Stock issued or issuable in exchange for principal and interest under a Note.

1.20 "**Expiration Date**" means the 30th Trading Day following the Effective Date of a Fundamental Change.

1.21 "**Forced Conversion Conditions**" means, with respect to any particular Trading Day, both (a) the Closing Sale Price of the Borrower's Common Stock is at or above 140% of the Conversion Price then in effect on the immediately preceding Trading Day; and (b) the Lender would be able to sell shares issuable upon exchange of a Note under Rule 144 under the Securities Act (without volume or manner-of-sale restrictions) and/or an effective registration statement without restriction.

1.22 "**Fundamental Change**" means any of the following events: (a) the sale, lease, exchange, license or other transfer, in one or a series of related transactions, of all or substantially all of the Borrower's or LNG Subsidiary's assets (determined on a consolidated basis) to any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act), other than to Permitted Holders; (b) the adoption of a plan the consummation of which would result in the liquidation or dissolution of the Borrower or LNG Subsidiary; (c) the acquisition, directly or indirectly, by any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) other than Permitted Holders of beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the aggregate voting power of the fully diluted equity interests in the Borrower or LNG Subsidiary; or (d) the Common Stock ceases to be listed on the NYSE or NASDAQ.

1.23 "**Fundamental Change Notice**" means a notice from the Borrower or LNG Subsidiary to the Lender stating: (a) that a Fundamental Change has occurred; (b) the Expiration Date with respect to that Fundamental Change; (c) the name and address of the transfer agent; and (d) the procedures that the Borrower must follow to make the election provided in paragraph 6.2.

1.24 "**Fundamental Change Option**" has the meaning ascribed to that term in paragraph 6.2.

1.25 "**Indebtedness**" means, with respect to any Person and without duplication: (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services, including (without limitation) "capital leases" in accordance with generally accepted accounting principles (other than trade payables entered into in the ordinary course of business); (c) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (f) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease; (g) all indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness; and (h) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (g) above.

1.26 "**Interest Payment Date**" means each March 31, June 30, September 30 and December 31 of each year.

1.27 "**Lender**" has the meaning ascribed to that term in the preamble.

1.28 "**LNG Subsidiary**" has the meaning ascribed to that term in the recitals.

1.29 "**Loans**" has the meaning ascribed to that term in the recitals.

1.30 "**Loan Documents**" means this Agreement, the Notes, the Registration Rights Agreement and the other documents executed in connection therewith.

1.31 "**Mandatory Exchange Date**" has the meaning ascribed to that term in paragraph 6.3.

1.32 "**Mandatory Exchange Notice**" means a notice from the Borrower to the Lender stating: (a) the Mandatory Exchange Date; (b) the number of shares of Common Stock to be issued upon conversion of the principal and interest to be exchanged; and (c) the amount of principal and interest to be exchanged.

1.33 "**Market Value**" means the average Closing Sale Price of the Common Stock for a ten consecutive Trading Day period on NASDAQ (or, if the Common Stock is not listed on NASDAQ, on such other national securities exchange or trading market on which the Common Stock is then listed or is authorized for trading) ending immediately prior to the date of determination.

1.34 "**Material Adverse Effect**" means any material adverse effect on the business, properties, assets, operations, results of operations or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, or on the transactions contemplated hereby and by the other Loan Documents and the Purchase Agreement or on the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Borrower to perform its obligations under the Loan Documents or the Purchase Agreement.

1.35 "**Maturity Date**" means, with respect to the TBP Replacement Note issued in respect of the portion of the First Tranche Note acquired by the Lender, July 11, 2018, with respect to the TBP Replacement Note issued in respect of the portion of the Second Tranche Note acquired by the Lender, July 10, 2019, and with respect to the Third Tranche Note, June 14, 2020.

1.36 "**NASDAQ**" means The NASDAQ Stock Market, Inc., including any of its Affiliates.

1.37 "**Note**" has the meaning ascribed to that term in the recitals.

1.38 "**NYSE**" means the New York Stock Exchange.

1.39 "**Other 7.5% Notes**" means, at any time, the notes issued and outstanding under the Other Loan Agreement.

1.40 "**Other Loan Agreement**" means that certain Loan Agreement dated as of the date hereof between the Borrower and Green Energy Investment Holdings LLC (in such capacity "**Other Lender**"), as it may be amended, restated, supplemented, refinanced, replaced or otherwise modified from time to time.

1.41 "**Permitted Holders**" means T. Boone Pickens and his Affiliates.

1.42 "**Person**" means any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

1.43 "**Purchase Agreement**" means that certain Note Purchase Agreement dated as of June 14, 2013 among T. Boone Pickens, Green Energy Investment Holdings LLC, Chesapeake NG Ventures Corporation, Chesapeake Energy Corporation and the Borrower.

1.44 "**Reference Price**" means $12.90 per share of Common Stock.

1.45 "**SEC**" means the United States Securities and Exchange Commission.

1.46 "**SEC Documents**" means all reports, schedules, forms, statements and other documents required to be filed by the Borrower with the SEC pursuant to the reporting requirements of the Exchange Act filed during the two (2) years prior to the date of this Agreement or prior to the date of the Closing and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein.

1.47 "**Securities**" means the Note and the Exchange Shares.

1.48 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.49 "**Senior Indebtedness**" means any Indebtedness of the Borrower to any bank, commercial lender or other lending institution regularly engaged in the business of lending money that is secured by a lien on any of the material assets of the Borrower, except: (a) Indebtedness convertible or exchangeable for Capital Stock of the Borrower; and (b) Indebtedness in connection with capital leases or operating leases used solely for the purchase, finance or acquisition of equipment secured only by that equipment.

1.50 "**Subsidiary**" means any Person (a) in which the Borrower, directly or indirectly, owns not less than 25% of the capital stock or holds a corresponding equity or similar interest; and (b) which has operations or material assets.

1.51 "**Third Tranche Note**" has the meaning ascribed to that term in the recitals.

1.52 "**Trading Day**" means a day during which trading in securities occurs on NASDAQ or, if Common Stock is not listed on NASDAQ, on the principal other national securities exchange on which Common Stock is then listed or, if Common Stock is not listed on a national securities exchange, on the principal trading market on which Common Stock is then traded.

1.53 "**VWAP**" means the per share volume-weighted average price for the Common Stock as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. to 4:00 p.m., New York City time), or if such volume-weighted average price is unavailable or if such page or its equivalent is unavailable: (a) the price of each trade in shares of Common Stock multiplied by the number of shares of Common Stock in each such trade; divided by (b) the total number of shares of Common Stock traded, in each case during such Trading Day from 9:30 a.m. to 4:00 p.m., New York City time on NASDAQ or, if the Common Stock is not traded on NASDAQ, the principal national securities exchange or automated quotation system on which the Common Stock is listed or quoted.

2. Lending Agreement. Subject to the terms and conditions of this Agreement, the Lender confirms its agreement to lend to the Borrower and the Borrower agrees to borrow from the Lender the principal amount of $15,000,000.00. The Third Tranche Loan will be advanced directly to the LNG Subsidiary for the benefit of the Borrower to be used only for the Business. All advances to the Borrower and all payments and other deliveries to the Lender will be made in accordance with the instructions set forth on
Schedule 2.

3. Closing. The advance of $15,000,000.00 under the Third Tranche Note will be made on the execution and delivery of the applicable Loan Documents and satisfaction by the Borrower or waiver by the Lender of the applicable conditions of lending set forth in paragraph 5 (the "**Closing**").

4. Convertible Promissory Notes. The Borrower and the Lender agree that the Lender will have no obligation to re-advance any amounts paid on any of the Notes. Each such Note will be payable on the following terms:

4.1 Interest. Except as otherwise provided in a Note, each Note will bear interest from the date of the advance thereunder until payment in full at the per annum rate of 7.5% payable on each Interest Payment Date. Except as provided in this Agreement all interest will be paid in cash in immediately available funds on the designated Interest Payment Date. All interest will be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

4.2 Repayment. Provided there is no Default, the entire unpaid principal balance of each Note and all accrued and unpaid interest thereon will be due and payable on the earliest of: (a) the Maturity Date; or (b) the 31st Trading Day following the Effective Date. The Borrower will not have the right to prepay any Note, in whole or in part. All payments will be applied first to accrued and unpaid interest and second to the principal balance.

4.3 Optional Repayment in Common Stock. Notwithstanding the terms of paragraph 4.2, by a written notice to Lender on or before the Maturity Date of a Note, the Borrower may elect, in the Borrower's sole discretion, to pay all or any part of the principal and interest due under such Note on the applicable Maturity Date by delivering to the Lender the number of shares of Common Stock equal to the quotient of: (a) the sum of: (i) the principal to be paid in Common Stock; and (ii) the interest to be paid in Common Stock; and (b) the VWAP for the Common Stock for the immediately prior twenty Trading Days before the Maturity Date. Notwithstanding the previous sentence, if the Borrower elects to pay all or any portion of the principal and interest due under any Note on the Maturity Date pursuant to this paragraph 4.3, the issuance of Common Stock in repayment of that Note will be subject solely to the volume restrictions on issuance set forth in the first sentence of paragraph 6.3.2 with the balance of such repayment made on successive Trading Days subject solely to such volume restrictions (without regard to the balance of paragraph 6.3) and will be effected as an exchange pursuant to the procedures set forth in paragraph 6.4.

5. Conditions of Lending. The obligation of the Lender to perform this Agreement at the Closing is subject to the performance of the following conditions:

5.1 Loan Documents. At the Closing, the Loan Documents will have been duly executed, acknowledged (where appropriate) and delivered to the Lender by the Borrower, all in form and substance satisfactory to the Lender.

5.2 Authority and Compliance. The Lender will have received: (a) certified copies of the Borrower's Certificate of Incorporation and Bylaws, complete with all amendments thereto and certificates to be filed in connection therewith; (b) certified copies of the LNG Subsidiary's Certificate of Formation and Limited Liability Company Agreement with all amendments

thereto and certificates to be filed in connection therewith; (c) satisfactory evidence that each of the Borrower and LNG Subsidiary is qualified to do business and in good standing in each jurisdiction listed on **Schedule 5.2**; and (d) certified copies of resolutions and other documents reasonably required to authorize the execution, delivery and performance of the Loan Documents and other instruments provided for herein, all in form and substance reasonably satisfactory to the Lender. In addition, the Lender will have received a compliance certificate in form reasonably acceptable to the Lender's counsel, which certificate shall certify that no event of Default has occurred and is continuing as of the date of such funding, that the Borrower will be solvent after giving effect to such funding, that, other than as disclosed in the SEC Documents, since December 31, 2012 there has been no material adverse change and no material adverse development in the business, properties, operations, condition (financial or otherwise) or results of operations of the Borrower or its Subsidiaries, that the LNG Subsidiary has used all Loan proceeds as set forth in Section 7.8 of this Agreement, and that a sufficient number of shares of Common Stock have been reserved and are available for issuance as Exchange Shares pursuant to the terms of this Agreement.

5.3 No Default. There will have occurred and be continuing no event of Default as of the date of such closing.

6. Exchange Events. Each Note will be exchangeable for Common Stock as follows:

6.1 Voluntary Exchange. The Lender has the right to exchange all or any portion of the principal and accrued and unpaid interest with respect to each Note at the Conversion Price for fully paid and nonassessable shares of Common Stock and cash in lieu of fractional shares as described in paragraph 6.4 upon written notice to Borrower.

6.2 Exchange on Fundamental Change. If: (a) a Fundamental Change occurs; (b) the Market Value for the period ending on the Effective Date is less than the Conversion Price; and (c) the Lender so elects by delivering written notice to Borrower during the period beginning on the first Trading Day after the Effective Date and ending on the Expiration Date, then, in lieu of repayment as provided in paragraph 4.2, the Lender will have the one-time option to exchange some or all principal and accrued and unpaid interest with respect to each Note at the Adjusted Conversion Price for fully paid and nonassessable shares of Common Stock and cash in lieu of fractional shares as described in paragraph 6.4. The Borrower must deliver a Fundamental Change Notice to the Lender not later than five days

following the Effective Date. Notwithstanding anything herein to the contrary, solely in connection with the exchange of all or any portion of the Notes and the Other 7.5% Notes in connection with a Fundamental Change pursuant to the terms of this paragraph 6.2 and paragraph 6.2 of the Other Loan Agreement, the Lender shall not have the right to exchange that portion of any Note to the extent that as a result of that exchange (together with any other exchange pursuant to paragraphs 6.2 and 6.4 hereof and paragraphs 6.2 and 6.4 of the Other Loan Agreement by Lender, Other Lender or any Affiliate of Lender) the Lender, taken together with the Other Lender, would be issued an aggregate number of shares of Common Stock equal to twenty percent (20%) or more of the number of shares of Common Stock of Borrower outstanding immediately prior to execution of the Original Loan Agreement, unless and until such exchange has been approved by shareholders of the Borrower in accordance with the rules and regulations of NASDAQ. Borrower hereby covenants and agrees to seek such shareholder approval in connection with any Fundamental Change if it is reasonably likely that the foregoing maximum amount would be implicated in connection with an exchange pursuant to this paragraph 6.2. Notwithstanding anything herein to the contrary, solely in connection with the exchange of all or any portion of any Note in connection with a Fundamental Change pursuant to the terms of this paragraph 6.2, the Lender shall not have the right to exchange such Note to the extent that the Adjusted Conversion Price is less than the market value of the Common Stock as of the date of such conversion, unless and until such exchange has been approved by shareholders of the Borrower in accordance with the rules and regulations of NASDAQ. Borrower hereby covenants and agrees to seek such shareholder approval in connection with any Fundamental Change if it is reasonably likely that the Adjusted Conversion Price would be less than the market value of the Common Stock as of the date of such conversion.

6.3 Mandatory Exchange. At any time after (a) July 11, 2013, in the case of the First Tranche Note, (b) July 10, 2014, in the case of the Second Tranche Note and (c) the second anniversary of the Closing, in the case of the Third Tranche Note, if the Closing Sale Price of the Common Stock is greater than or equal to 140% of the Conversion Price then in effect for at least 20 Trading Days in any consecutive 30 Trading Day Period, then the Borrower may require the Lender to exchange all or any portion of the principal of and accrued and unpaid interest on such Note at the Conversion Price for fully paid and nonassessable shares of Common Stock and cash in lieu of fractional shares as described in paragraph 6.4.

6.3.1 Mandatory Exchange Notice. The Borrower must deliver a Mandatory Exchange Notice to the Lender that the Borrower intends to exercise the Borrower's right to require exchange pursuant to this paragraph 6.3 specifying the date that the Borrower elects to require the exchange (the "**Mandatory Exchange Date**") which must be within five days of such notice.

6.3.2 Exchange Restrictions. Notwithstanding the balance of this paragraph 6.3, beginning on the Mandatory Exchange Date, and each subsequent consecutive Trading Day thereafter, the amount of principal and interest exchanged for Common Stock will not exceed 15% of the average daily trading volume of the Common Stock of the Borrower computed for the 30-day period immediately prior to such conversion. No such conversion will occur on any Trading Day on which Forced Conversion Conditions are not satisfied. The mandatory conversion provisions of this paragraph 6.3 will continue to apply only upon each successive Trading Day after the Mandatory Exchange Date upon which the Forced Conversion Conditions are satisfied until all of the principal and interest that can be required to be exchanged for Common Stock pursuant to this paragraph 6.3 has been exchanged for Common Stock pursuant to this paragraph 6.3.

6.3.3 Interest. Notwithstanding the provisions of paragraph 6.4, any accrued and unpaid interest not exchanged pursuant to this paragraph 6.3 that accrued prior to the Mandatory Exchange Date will be due and payable on the next Interest Payment Date.

6.4 Mechanism for Exchange. Each exchange of principal or interest due under a Note pursuant to paragraphs 4.3, 6.1, 6.2 or 6.3 (each, an "**Exchange Event**") will be deemed to have been effective on written notice of the related Exchange Event, whether or not the Note has been surrendered to the Borrower and the applicable amount of the Note will be deemed satisfied and all rights with respect to the amount of the Note deemed satisfied will cease and terminate, including, without limitation, the right to accrue and be paid interest on any applicable Note. The Lender agrees that on the exchange of the entire unpaid principal amount of any one of the Notes plus all accrued and unpaid interest thereon, the Lender will deliver the original Note or Notes to the Borrower. At the time any exchange has been effected, the Lender will credit the principal amount and interest of the Note that has been exchanged upon issuance to the Lender of the applicable number of shares of the Borrower's Common Stock. The Borrower will deliver to the Lender or its designated custodian a certificate or certificates representing the number of shares of the Common Stock issuable by reason of such exchange in the name of the Lender or one of its Affiliates and in such denomination or denominations as the Lender may specify upon receipt (if required) of the original Note or Notes being exchanged. The issuance of the certificates in connection with the exchange of any portion of the principal amount of the Note to Common Stock of the Borrower will be made without charge to the Lender for any issuance tax or other cost incurred by the Borrower in connection with such exchange. Each exchange (other than an exchange under paragraph 4.3) will entitle the Lender to receive the number of shares of the Borrower's Common Stock equal to the quotient of: (a) the amount of principal and interest to be exchanged; divided by (b) the Conversion Price or Adjusted Conversion

Price then in effect, as applicable. Notwithstanding the foregoing sentence, no fractional shares will be issued in any exchange. If the Lender would be entitled to receive a fractional share, the Borrower will pay to the Lender cash equal to the product of: (y) the Conversion Price; and (z) the fraction of a share that would otherwise have been issued but for the prohibition on issuing fractional shares pursuant to this paragraph 6.4.

6.5 Legends. The Lender understands that the certificates or other instruments representing the Exchange Shares shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

The legend set forth above shall be removed from the Exchange Shares and the Borrower shall issue a certificate without such legend to the holder of the Exchange Shares upon which it is stamped, if, unless otherwise required by state securities laws, (a) such Exchange Shares are registered for resale under the 1933 Act, (b) in connection with a sale, assignment or other transfer, such holder provides the Borrower with an opinion of a law firm reasonably acceptable to the Borrower, in a form reasonably acceptable to the Borrower, to the effect that such sale, assignment or transfer of the Exchange Shares may be made without registration under the applicable requirements of the 1933 Act; or (c) such holder provides the Borrower with reasonable assurance that the Exchange Shares can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A of the Securities Act.

6.6 Adjustments to Conversion Price.

(a) If the Company shall, at any time and from time to time while any of the Notes are outstanding, issue a dividend or make a distribution on its Common Stock payable in shares of its Common Stock to all or substantially all holders of its Common Stock, then the Conversion Price and the Reference Price at the opening of business on the Ex-Dividend Date for such dividend or distribution will be adjusted by multiplying the Conversion Price and the Reference Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding at the close of Business on the Business Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and the denominator of which shall be the sum of the number of shares of Common Stock outstanding at the close of business on the Business Day immediately

preceding such Ex-Dividend Date plus the total number of shares of Common Stock constituting such dividend or other distribution. If any such dividend or distribution is declared but not so paid or made, the Conversion Price and the Reference Price shall again be adjusted to the Conversion Price and the Reference Price which would then be in effect if such dividend or distribution had not been declared. "**Ex-Dividend Date**" means, with respect to any issuance or distribution, the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

(b) If the Company shall, at any time or from time to time while any of the Notes are outstanding, subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares of Common Stock, then the Conversion Price and the Reference Price in effect at the opening of business on the day upon which such subdivision becomes effective shall be proportionately decreased, and conversely, if the Company shall, at any time or from time to time while any of the Notes are outstanding, combine or reclassify its outstanding shares of Common Stock into a smaller number of shares of Common Stock, then the Conversion Price and the Reference Price in effect at the opening of business on the day upon which such combination or reclassification becomes effective shall be proportionately increased. In each such case described in this clause (b), the Conversion Price and the Reference Price shall be adjusted by multiplying such Conversion Price and the Reference Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to giving effect to such dividend, distribution, subdivision, combination or reclassification and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such subdivision or combination. Such increases or reductions, as the case may be, shall become effective immediately after the opening of business on the day upon which such subdivision, combination or reclassification becomes effective.

7. Covenants. Until payment in full of the Note, unless the Lender otherwise consents in writing, the Borrower will perform or cause to be performed the following:

7.1 Notice of Default. The Borrower will give prompt written notice to the Lender of its actual knowledge of any Default under the Loan Documents.

7.2 Corporate Existence. The Borrower will take the necessary steps to preserve the corporate existence of the Borrower and the LNG Subsidiary and their respective rights to conduct business in those states in which the nature of the properties or businesses of the Borrower or the LNG Subsidiary, as applicable, requires qualification to do business therein, and will comply in all material respects with all valid and applicable statutes, rules and regulations. The jurisdictions set forth on **Schedule 7.2** are all the jurisdictions where the Borrower and the LNG Subsidiary are required to register to do business where the failure to so qualify would have a Material Adverse Effect on the Borrower or the LNG subsidiary.

7.3 Insurance. The Borrower shall provide or cause to be provided, for itself and each of its Subsidiaries, insurance against loss or damage of the kinds that, in the reasonable, good faith opinion of the Borrower, are adequate and appropriate for the conduct of the business of the Borrower and such Subsidiaries in a reasonably prudent manner, with reputable insurers or with the government of the United States or an agency or instrumentality thereof, in such amounts, with such deductibles, and by such methods as shall be customary, in the reasonable, good faith opinion of the Borrower, for corporations similarly situated in the industry.

7.4 Compliance with Obligations. The Borrower will perform and observe, or cause to be performed or observed as the case may be, all of its and its Subsidiaries' material obligations pursuant to the terms, agreements and covenants of their respective certificates of incorporation, other formation documents and this Agreement.

7.5 Reservation. The Borrower will take whatever actions are required to ensure that a sufficient number of shares of Common Stock have been reserved and are available for issuance as Exchange Shares pursuant to the terms of the Loan Documents.

7.6 Replacement. The Borrower will issue a new Note or stock certificate in place of any previously issued instrument alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction (provided that an affidavit of the Lender will be satisfactory for such purpose) and the giving of such indemnity as the Board of Directors may reasonably request for the protection of the Borrower or any transfer agent or registrar (provided that as to the Lender, its own indemnification agreement will under all circumstances be satisfactory and no bond will be required). On surrender of any previously issued instrument described above that has been mutilated, the Borrower will issue a new instrument in place thereof.

7.7 Taxes and Other Obligations. Except as set forth on **Schedule 7.7**, the Borrower and each of its Subsidiaries' will (a) pay and discharge all material taxes, assessments, interest on taxes and governmental charges against them or against any of their properties, upon the respective dates when due, except (i) to the extent that such material taxes, assessments, interest on taxes, installments and governmental charges are contested in good faith and by appropriate proceedings or (ii) as would not be reasonably expected to have a Material Adverse Effect; and (b) take all necessary actions to prevent any material tax lien from attaching to any of their properties, except tax liens contested in good faith and by appropriate proceedings.

7.8 Use of Proceeds. The Borrower will cause the LNG Subsidiary not to use the Loan proceeds for any reason other than: (a) to pay the Borrower's expenses in connection with documenting the Loan; (b) for expenditures relating to LNG Subsidiary's pursuing the Business; (c) paying interest or principal on the Loan; and (d) paying any other Business related expenditures of the LNG Subsidiary. The advances under the Notes may not, without the Lender's prior written consent, be used for any purpose other than as set forth in the preceding sentence. Except as provided in clauses (a) and (c) of this paragraph 7.8, the Borrower will cause the LNG Subsidiary not to make any distributions of cash or property with respect to the equity of the LNG Subsidiary to any Person.

7.9 LNG Subsidiary Activities. The Borrower will cause the LNG Subsidiary: (a) not to engage in any activities other than the Business; and (b) to diligently pursue the development and operation of the Business. The Borrower will deliver reports to the Lender, not less often than quarterly, indicating the financial performance of the LNG Subsidiary, the number of LNG stations completed, under construction and presently planned for construction together with such other information the Lender reasonably requests.

7.10 Listing. The Borrower will promptly secure the listing of all of the Exchange Shares upon each national securities exchange and automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and will maintain, so long as any other shares of Common Stock will be so listed, such listing of all Exchange Shares from time to time issuable under the terms of the Loan Documents. The Borrower will maintain the Common Stock's authorization for quotation on the NASDAQ or the NYSE. Neither the Borrower nor any of its Subsidiaries will take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on the NASDAQ. The Borrower will pay all fees and expenses in connection with satisfying its obligations under this paragraph 7.10.

7.11 Certain Fees and Expenses. The Borrower will pay all transfer agent fees, stamp or transfer taxes and other taxes (not including income or similar taxes) and duties levied in connection with the sale and issuance of the Exchange Shares. Except as otherwise expressly set forth in the Loan Documents, each party to this Agreement will bear its own fees and expenses in connection with the Loan (including, without limitation, each party's legal, accounting and other expenses).

8. Public Statements. The Borrower and Lender agree not to issue or cause the publication of any press release or other announcement with respect to the transactions contemplated by this Agreement without the prior consent of the other party, unless such party determines, after consultation with counsel, that it is required by an applicable statute, ordinance, rule or regulation or by any listing agreement with or the listing rules of a national securities exchange or trading market to issue or cause the publication of any press release or other announcement with respect to the transactions contemplated by this Agreement, in which event such party will endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such press release or other announcement and will give due consideration to all reasonable additions, deletions or changes suggested thereto.

9. Default. The Lender may terminate all of the Lender's obligations under the Loan Documents, accelerate the Notes and declare all of the Notes and all other Indebtedness and obligations of the Borrower owing to the Lender to be due and payable if any of the following events of default (a "**Default**") occur and have not been waived in writing by the Lender:

9.1 Nonpayment of Principal. The Borrower fails to pay when due any principal of the Notes; or

9.2 Nonpayment of Interest. The Borrower fails to pay any installment of interest on the Notes when due and payable; or

9.3 Breach of Agreement. The Borrower fails to perform or observe any covenant contained in this Agreement; or

9.4 Representations and Warranties. Any representation or warranty made to the Lender or to Chesapeake pursuant to the Original Agreement, in any schedule hereto or to the Original Agreement or in any certificate delivered by the Borrower pursuant hereto or to the Original Agreement proves to have been false or erroneous in any material respect when made; or

9.5 Bankruptcy. The institution of bankruptcy, reorganization, readjustment of any debt, liquidation or receivership proceedings by or against the Borrower or LNG Subsidiary occurs under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing which is not dismissed within sixty (60) days of the institution thereof; or

9.6 Insolvency. Any admission by the Borrower or LNG Subsidiary that the Borrower or LNG Subsidiary is unable to pay its debts as such debts mature or an assignment for the benefit of the creditors of the Borrower or LNG Subsidiary; or

9.7 Judgment. Entry by any court of a final judgment in an amount in excess of $15,000,000.00 against the Borrower which is not discharged or stayed within sixty (60) days thereof; or

9.8 Receivership. The appointment of a receiver or trustee for the Borrower or LNG Subsidiary; or

9.9 Acceleration of Other Debt. The acceleration of the maturity of any indebtedness for borrowed money of the Borrower owing to any other Person in an amount in excess of $20,000,000.00, provided however, if the documents evidencing the accelerated indebtedness do not provide for a cure period prior to acceleration and the Borrower causes the acceleration to be rescinded within thirty (30) days after the date of acceleration, then the event of Default under this paragraph 9.9 will be deemed to be cured as a result of such rescission of acceleration within such thirty (30) day period.

If the Borrower cures or causes to be cured such Default within thirty (30) days after receiving written notice thereof, the parties will be restored to their respective rights and obligations under this Agreement as if no Default had occurred, except that no right to cure will be given as to events of Default in paragraphs 9.1, 9.5, 9.6, 9.7 or 9.9 of this Agreement.

10. Subordination. The Lender will execute and deliver customary forms of subordination agreements requested from time to time by holders of Senior Indebtedness in form and substance reasonably satisfactory to Lender and such holder.

11. Remedies. On the occurrence of an event of Default which has not been timely cured, the Lender may, at the Lender's option:

11.1 Acceleration of Note. Declare all Notes and all sums due to the Lender pursuant to the Loan Documents to be immediately due and payable, whereupon the same will become forthwith due and payable and the Lender will be entitled to proceed to selectively and successively enforce the Lender's rights under the Loan Documents or any other instruments delivered to the Lender in connection with the Loan Documents.

11.2 Waiver of Default. The Lender may, by an instrument or instruments in writing signed by the Lender, waive any Default which has occurred together with any of the consequences of such Default and, in such event, the Lender and the Borrower will be restored to their respective former positions, rights and obligations hereunder. Any Default so waived will, for all purposes of this Agreement with respect to the Lender, be deemed to have been cured and not to be continuing, but no such waiver will extend to any subsequent or other Default or impair any consequence of such subsequent or other Default.

11.3 Cumulative Remedies. No failure on the part of the Lender to exercise and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise by the Lender of any right hereunder preclude any other or further right of exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not alternative.

12. Miscellaneous. It is further agreed as follows:

12.1 Expenses. Except as otherwise provided in this Agreement, the Borrower and the Lender will each pay their own expenses in connection with the transactions described in this Agreement and the preparation of the Loan Documents. The Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Lender in connection with the enforcement of the Loan Documents including, without limitation, reasonable attorneys' fees.

12.2 Notices. All notices, requests and demands will be served by hand delivery, telefacsimile, overnight courier or by registered or certified mail, with return receipt requested, as follows:

if to the Borrower:

Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 400
Seal Beach, California 90740
Telephone: (562) 493-2804
Facsimile: (562) 493-4956
Attention: J. Nathan Jensen, Vice President and General Counsel

with a copy to:	Morrison & Foerster LLP 12531 High Bluff Drive, Suite 100 San Diego, California 92130 Telephone: (858) 720-5100 Facsimile: (858) 720-5125 Attention: Steven G. Rowles, Esquire
if to the Lender:	T. Boone Pickens c/o Drew A. Campbell 8117 Preston Road, Suite 260 Dallas, Texas 75225 Tel: (214) 265-4165 Fax: (214) 750-9773
with a copy to:	Baker Botts L.L.P. One Shell Plaza 910 Louisiana Street Houston, Texas 77002-4995 Tel: (713) 229-1475 Fax: (713) 229-7775 Attn: Stephen Massad

or at such other address as any party designates for such purpose in writing to the other party. Notices will be deemed to have been given on the date actually received in the event of personal, facsimile or overnight courier delivery or on the date three (3) days after notice is deposited in the mail, properly addressed, postage prepaid.

12.3 Severability. If any one or more of the provisions contained in any of the Loan Documents is determined to be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction, nor will the validity, legality and enforceability of the remaining provisions contained in the Loan Documents in any way be affected or impaired thereby.

12.4 Construction and Venue. All questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Guaranty will be governed by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or, if no such state court has proper jurisdiction, the United States District Court for the District of

Delaware, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein will be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

12.5 No Waiver. No advance of loan proceeds under the Loan Documents will constitute a waiver of any of the Borrower's representations, warranties, conditions or covenants under the Loan Documents.

12.6 Amendment; Entire Agreement. The Loan Documents may not be amended, altered, modified or changed verbally, but only by an agreement in writing signed by the party against whom enforcement of any amendment, waiver, change, modification or discharge is sought. This Agreement, the Notes and the other Loan Documents supersede (or will, in the case of the Third Tranche Note) all other prior oral or written agreements between the Lender, the Borrower, their Affiliates and Persons acting on their behalf with respect to the matters discussed herein and therein and constitute the entire understanding of the parties with respect to the matters covered herein or therein, and except as specifically set forth herein or therein, neither the Borrower nor the Lender makes any representation, warranty, covenant or undertaking with respect to such matters.

12.7 Time. Time is of the essence of this Agreement and each provision of the other Loan Documents.

12.8 Headings. Except for the headings in paragraph 1, the headings of this Agreement are for convenience, are not part of and will not affect the interpretation of this Agreement.

12.9 Counterparts. This Agreement may be executed in two or more counterparts, and it will not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. The counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument. The parties agree that a facsimile of this Agreement signed by the parties will constitute an agreement in accordance with the terms hereof as if all of the parties had executed an original of this Agreement.

12.10 Usury. No provision of this Agreement, any other Loan Document or any other instrument executed in connection herewith is intended or will be construed to require or permit the payment or collection of interest at a rate that exceeds the highest non-usurious lawful rate permitted by applicable law. If any excess of interest in such respect is provided for, or is adjudicated to be so provided for, then: (a) the provisions of this paragraph 12.10 will govern and control; (b) neither the Borrower nor the Borrower's successors or assigns or any other party liable for the payment thereof will be obligated to pay the amount of such interest to the extent that, with respect to such liable party, it is in excess of the maximum amount permitted by law; (c) any such excess which may have been collected will be, at the option of the Lender, either applied as a credit against the then unpaid principal amount of the Loan or refunded to the Borrower; and (d) the effective rate of interest will be automatically subject to reduction to the maximum lawful contract rate allowed under applicable usury laws as now or hereafter construed by the courts having jurisdiction over the Loan Documents.

12.11 Successors and Assigns. Neither party may assign or transfer this Agreement or any rights or obligations hereunder or any Note without the prior written consent of the other party, except that the Lender may assign the Lender's rights (but not obligations) under this Agreement and other Loan Documents to any Affiliate of the Lender without the Borrower's consent upon written notice to the Borrower. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Lender, acting solely for this purpose as an agent of the Borrower, shall maintain at its office a register for the recordation of the names and addresses of the Lenders and assignees, and the principal amounts (and stated interest) of the Loan owing to each Lender and assignee pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.12 No Third Party Beneficiaries; Certain Amendments. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

12.13 Further Assurances. Each party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Agreement effective on the date first above written.

BORROWER

CLEAN ENERGY FUELS CORP., a Delaware corporation

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

SIGNATURE PAGE TO LOAN AGREEMENT

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Agreement effective on the date first above written.

LENDER

T. BOONE PICKENS, an individual

/s/ T. Boone Pickens

Exhibit 99.21

CONFIDENTIAL
EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**"), dated as of June 14, 2013, is entered into by and between Clean Energy Fuels Corp., a Delaware corporation (the "**Company**"), Green Energy Investment Holdings LLC ("**Green**"), and T. Boone Pickens ("**TBP**" and, together with Green, "**Holders**").

RECITALS

WHEREAS, the Holders have acquired Convertible Promissory Notes initially issued by the Company on July 11, 2011 for the aggregate principal amount of $50 million and bearing a cash interest rate of 7.5% (the "**First Tranche Note**"), and Convertible Promissory Notes initially issued by the Company on July 10, 2012 for the principal amount of $50 million and bearing a cash interest rate of 7.5% (the "**Second Tranche Note**," and together with the First Tranche Note, the "**Convertible Notes**") from Chesapeake NG Ventures Corporation, an Oklahoma corporation (the "**Seller**"), pursuant to a Note Purchase Agreement among the Company, the Seller, Chesapeake Energy Corporation, an Oklahoma corporation, and the several Holders dated as of June 14, 2013 (the "**Purchase Agreement**");

WHEREAS, pursuant to the Purchase Agreement, the Company cancelled the Convertible Notes in the name of the Seller and reissued notes of like tenor and of equivalent aggregate face value to and in the names of the Holders (the "**Replacement Notes**");

WHEREAS, pursuant to the Purchase Agreement, the Holders have acquired all of Seller's rights, title and interest to and under the Registration Rights Agreement by and between the Company and the Seller dated as of June 11, 2011 (the "**Original Registration Rights Agreement**") pursuant to which the Company previously filed with the Securities and Exchange Commission a Registration Statement under the 1933 Act on Form S-3 (Registration No. 333-187085, initially filed on March 6, 2013 and amended May 3, 2013) (as amended, the "**Existing Registration Statement**") registering for resale by the Seller the shares of the Company's Common Stock for which the Convertible Notes could be converted or exchanged;

WHEREAS, by virtue of the Holders' acquisition of all of the Seller's rights, title and interest to and under the Original Registration Rights Agreement, the shares of the Company's Common Stock for which the Replacement Notes can be converted or exchanged (the "**Registered Shares**") are required to be registered for resale by the Holders;

WHEREAS, the Company and Green have entered into a Loan Agreement, dated as of June 14, 2013 (the "**Green Loan Agreement**"), in connection with the outstanding Convertible Notes acquired by Green and Green's funding an additional $35,000,000 to the Company (the "**Green Loan**"); and the Company and TBP have entered into a Loan Agreement dated as of June 14, 2013 (the "**TBP Loan Agreement**" and, collectively with the Green Loan Agreement, the "**Loan Agreements**"), in connection with the outstanding Convertible Notes acquired by TBP and TBP's funding an additional $15,000,000 to the Company (the "**TBP Loan**" and, collectively with the Green Loan, the "**Loans**");

WHEREAS, under certain conditions all or part of each Convertible Note to be issued concurrently with the funding of the Green Loan and TBP Loan, respectively, is convertible or exchangeable for shares of the Company's Common Stock (the "**Additional Shares**");

WHEREAS, the Company has agreed to provide certain rights to Holders with respect to the Additional Shares and Registered Shares as set forth in this Agreement; and

WHEREAS, this Agreement is being executed and delivered concurrently with the execution of the Loan Agreements.

NOW, THEREFORE, the parties hereby agree as follows:

1. REGISTRATION RIGHTS

(a) Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreements. As used in this Agreement, the following terms shall have the following meanings:

"**1933 Act**" means the Securities Act of 1933, as amended.

"**1934 Act**" means the Securities Exchange Act of 1934, as amended.

"**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

"**Common Stock**" means the shares of common stock of the Company, par value $0.0001.

"**Effective Date**" means the date the Registration Statement has been declared effective by the SEC.

"**Effectiveness Deadline**" means the date that is (i) thirty (30) days after each respective Filing Deadline if the Registration Statement is not subject to review by the SEC, or (ii) ninety (90) days after each respective Filing Deadline if the Registration Statement is subject to review by the SEC.

"**Filing Deadline**" means the 180th calendar day following the issuance of Registrable Securities received in exchange for some portion of the Loans.

"**Majority Holders**" shall mean the holders of a majority of the aggregate amount of the Registrable Securities on an as-converted basis.

"**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

"**register**", "**registered**" and "**registration**" refer to a registration effected by preparing and filing one or more Registration Statements (as defined below) in compliance with the 1933 Act and the declaration or ordering of effectiveness of such Registration Statement(s) by the SEC.

"**Registrable Securities**" means the Additional Shares and Registered Shares, together with any shares of capital stock issued or issuable with respect to the Additional Shares and Registered Shares as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, issued to or held by Holders.

"**Registration Statement**" means a registration statement or registration statements of the Company filed under the 1933 Act covering the Registrable Securities.

"**Rule 144**" means Rule 144 promulgated under the 1933 Act or any successor rule or other similar rule or regulation of the SEC that may at any time permit Holders to sell securities of the Company to the public without registration.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Mandatory Registration.

(i) The Company shall prepare, and no later than the applicable Filing Deadline, file with the SEC, a Registration Statement on Form S-3 covering the resale of all unregistered Registrable Securities then issued or issuable with respect to the amounts advanced under the Convertible Notes and Loans as of the date such Registration Statement is initially filed with the SEC. If Form S-3 is unavailable for such a registration, the Company shall use such other form as is available for such a registration.

(ii) The Company shall use its commercially reasonable efforts to have such Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the applicable Effectiveness Deadline, and shall use its commercially reasonable efforts to keep such Registration Statement continuously effective under the 1933 Act until all Registrable Securities covered by such Registration Statement (A) have been sold, thereunder or pursuant to Rule 144, or (B) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the Majority Holders (the "**Effectiveness Period**").

(iii) On or before the 45th calendar day following the first date on which Green has made its advance of $35,000,000 under the Green Loan Agreement to the Company, and TBP has made its advance of $15,000,000 under the TBP Loan Agreement to the Company, the Company shall, if permitted, prepare and file with the SEC a supplement or a post-effective amendment to the Existing Registration Statement, or a new Registration Statement, covering the resale of all unregistered Additional Shares then issued or issuable with respect to the amounts advanced under the Loan Agreements as of the date the supplement or post-effective amendment is filed with the SEC. For the avoidance of doubt, failure by the Company to comply with the foregoing obligation shall constitute a Maintenance Failure.

(iv) Promptly after the date hereof, the Company shall prepare and file with the SEC a supplement to the Existing Registration Statement reflecting the sale of the Convertible Notes to the Holders.

(c) Piggyback Registration.

(i) If (but without any obligation to do so) following the expiration of the Effectiveness Period the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than Holders) any of its capital stock or other securities under the 1933 Act in connection with a fully underwritten firm commitment public offering of such securities (other than a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities), the Company shall, at such time, give each Holder written notice of such registration in accordance with Section 2(f). Upon the written request of a Holder given within five (5) Business Days after delivery of such notice by the Company, the Company shall, subject to the provisions of Section 1(c)(iii), use all commercially reasonable efforts to cause to be registered under the Act all of the Registrable Securities that such Holder requests to be registered.

(ii) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1(c) prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1(j) hereof.

(iii) The Company shall not be required under this Section 1(c) to include any of a Holder's securities in such underwriting unless such Holder accepts the terms of the underwriting as reasonably agreed upon between the Company and the underwriters selected by the Company (or by other Persons entitled to select the underwriters) and enters into an underwriting agreement in customary form with such underwriters, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities, including Registrable Securities, requested to be included in such offering exceeds the amount of securities that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of Registrable Securities that the underwriters determine in their sole discretion will not jeopardize the success of the offering. Any reduction in the number of Registrable Securities will be made pro rata with the other securities to be registered on behalf of third parties in such offering.

(d) Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement. If (i) a Registration Statement covering all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to Section 1(b) of this Agreement is (A) not filed with the SEC on or before the Filing Deadline (a "**Filing Failure**") or (B) not declared effective by the SEC on or before the Effectiveness Deadline (an "**Effectiveness Failure**"); or (ii) for more than thirty days in any one calendar year during the applicable Effectiveness Period, Registrable Securities that have previously been covered by an effective Registration Statement are no longer covered by an effective Registration Statement (a

"**Maintenance Failure**", and a Filing Failure, Effectiveness Failure and Maintenance Failure each being referred to herein as a "**Failure**") then, in lieu of the damages to any Holder by reason of such delay in or reduction of its ability to sell such Registrable Securities (which payments shall be the exclusive remedies available under this Agreement or under applicable law), the Company shall pay to each Holder an amount in cash equal to 0.75% of the aggregate original loan represented by the Registrable Securities included in such Registration Statement or, in the case of a Filing Failure, the Registrable Securities required by this Agreement to be included in such Registration Statement, (i) within five (5) Trading Days of a Failure and (ii) on every monthly anniversary of such Failure (in each case, on a pro rata basis for periods less than 30 days) until such Failure is cured or the end of the Effectiveness Period, whichever is earlier. The payments to which each Holder shall be entitled pursuant to this Section 1(d) are referred to herein as "**Registration Delay Payments**." If the Company fails to make Registration Delay Payments within five (5) Business Days after the date payable, such Registration Delay Payments shall bear interest at the rate of 18% per annum until paid in full. Notwithstanding anything to the contrary herein or in the Loan Agreement, in no event shall the Company be liable for aggregate Registration Delay Payments of more than four percent (4%) per annum of the aggregate original loan represented by the Registrable Securities included in a Registration Statement that is the subject of a Failure or, in any 30-day period, for Registration Delay Payments in excess of 0.75% of the aggregate original loan represented by the Registrable Securities included in a Registration Statement that is the subject of a Failure.

(e) Request for Registration and/or Underwriting.

(i) At any time during an Effectiveness Period, the Company shall, at the request of the Majority Holders, participate in an underwritten offering of Registrable Securities by Holders under a Registration Statement effected pursuant to Section 1(b) hereof, and shall file any supplements and amendments to such Registration Statement as may be required by applicable law or rules of the SEC. At any time after an Effectiveness Period, if the Company shall receive a written request from the Majority Holders that the Company effect a registration on Form S-3 with respect to an underwritten offering of Registrable Securities, the Company shall use commercially reasonable efforts to file a Registration Statement covering the Registrable Securities as soon as reasonably practicable after receipt of the request. For purposes of this Agreement, a "Demand" shall refer to a Majority Holders request, pursuant to this Section 1(e), for the Company to (1) participate in an underwritten offering of Registrable Securities or (2) effect a registration on Form S-3 with respect to an underwritten offering of Registrable Securities. In any underwritten offering under this Section 1(e), the investment banker or bankers and manager or managers that will administer the offering will be selected by, and the underwriting arrangements with respect thereto (including the size of the offering) will be approved by the Majority Holders; provided, however, that such investment bankers and managers and underwriting arrangements must be reasonably satisfactory to the Company. The Company shall not be required to participate in any underwritten offering contemplated hereby unless (A) each Holder agrees to sell its Registrable Securities to be included in the underwritten offering in accordance with any approved underwriting arrangements and (B) each Holder completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such approved underwriting arrangements. Each Holder shall be responsible for any underwriting discounts and commissions and fees and expenses of its own counsel. The Company shall pay

all expenses customarily borne by issuers in an underwritten offering, including, but not limited to, filing fees, the fees and disbursements of its counsel and independent public accountants and any printing expenses incurred in connection with such underwritten offering.

(ii) The Company shall not be required to participate in or effect any Demand pursuant to this Section 1(e):

(1) after the Company has participated in or effected two (2) Demands (Holders shall be deemed to have forfeited their right to a Demand if (i) the Majority Holders withdraw their request that the Company effect a registration on Form S-3 with respect to an underwritten offering of Registrable Securities and does not, within thirty (30) days of any such withdrawal, pay all of the Company's expenses in connection with such registration or (ii) an underwritten offering that is the subject of a Demand is terminated subsequent to the marketing thereof);

(2) if the Company has participated in or effected a Demand within the preceding twelve (12) months;

(3) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred eighty (180) days following the effective date of, a Company-initiated registration subject to Section 1(c), provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective; or

(4) if the Company shall furnish to each Holder a certificate signed by the Company's Chief Executive Officer or Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company (the "**Board**"), it would be seriously detrimental to the Company and its stockholders for the Company to participate in or effect a Demand at such time, in which event the Company shall have the right to defer such Demand for a period of not more than one hundred twenty (120) days after receipt of the request of the Majority Holders.

(f) Related Obligations. Whenever required under this Section 1 to effect the registration of any Registrable Securities, except as otherwise expressly provided herein, the Company shall:

(i) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use all commercially reasonable efforts to cause such Registration Statement to become and remain effective;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the 1933 Act with respect to the disposition of all securities covered by such Registration Statement;

(iii) furnish to each Holder such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the 1933 Act, and such other documents as it may reasonably request in order to facilitate the disposition of Registrable Securities owned by it;

(iv) if required by applicable law, use all commercially reasonable efforts to register and qualify the securities covered by such Registration Statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by each Holder, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(v) with a view to making available to Holders the benefits of Rule 144:

(1) make and keep public information available, as those terms are understood and defined in Rule 144;

(2) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(3) furnish or otherwise make available, as applicable, to each Holder so long as such Holder owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (iii) such other information as may be reasonably requested to permit Holders to sell such securities without registration pursuant to Rule 144;

(vi) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering; and

(vii) notify the holder of Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the 1933 Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

Notwithstanding the provisions of this Section 1, the Company shall be entitled to postpone or suspend the filing, effectiveness or use of, or trading under, any Registration Statement during any period when (i) the SEC or the national securities exchange upon which shares of Common Stock are then listed requests that the Company amend or supplement the Registration Statement or the prospectus included therein or requests additional information relating thereto, (ii) the SEC or the national securities exchange upon which shares of Common Stock are then listed issues a stop order or similar order suspending the effectiveness or restricting the use of the Registration Statement or initiates proceedings to issue a stop order or

similar order, (iii) the Board of Directors of the Company in good faith determines that the Registration Statement, the prospectus included therein, any amendment or supplement thereto or any document incorporated or deemed to be incorporated therein contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances then existing; provided, however, that the Company uses commercially reasonable efforts to prepare and file with the SEC such amendments and supplements to the such Registration Statement or amendment as shall be reasonably necessary to cure such untrue statement or omission, or (iv) the Company's management or the Board in good faith determines that the failure to so postpone or suspend would require disclosure of material nonpublic information that, if disclosed at such time, would be materially harmful to the interests of the Company and its stockholders; provided, further, that such postponement or suspension (A) shall not exceed a period of forty-five (45) days and (B) shall be exercised by the Company not more than twice in any twelve (12) month period (for a maximum of ninety (90) days within any such twelve (12) month period) (each, an "**Allowable Grace Period**").

(g) Information from Holders. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities of each Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be reasonably required to effect the registration of such Registrable Securities.

(h) Indemnification. If any Registrable Securities are included in a Registration Statement under this Agreement:

(i) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Holder, the directors, officers, members, partners, employees, agents, representatives of, and each Person, if any, who controls such Holder within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "**Claims**") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (A) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (B) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any

material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, or (C) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement (the matters in the foregoing clauses (A) through (C) being, collectively, "Violations"). Subject to Section 1(h)(iii), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 1(h)(i): (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, and (B) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person.

(ii) In connection with any Registration Statement in which Holders are participating, Holders severally agree to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 1(h)(i), the Company, each of its directors, officers, employees and agents and each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by Holders expressly for use in connection with such Registration Statement; and, subject to Section 1(h)(iii), Holders will severally reimburse any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 1(h)(ii) and the agreement with respect to contribution contained in Section 1(i) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Holders, which consent shall not be unreasonably withheld or delayed; provided, further, however, that a Holder shall be liable under this Section 1(h)(ii) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party.

(iii) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 1(h) of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 1(h), deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the

indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Majority Holders. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 1(h), except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(iv) The indemnification required by this Section 1(h) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, promptly following when bills are received or Indemnified Damages are incurred, and in each case submitted to the indemnifying party for payment subject to and in accordance with this Section 1(h).

The indemnity agreements contained herein shall be in addition to (A) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (B) any liabilities the indemnifying party may be subject to pursuant to the law.

(i) Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 1(h) to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities who is guilty of fraudulent misrepresentation (within the meaning of

Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any Holder that sells Registrable Securities shall be limited in amount to the excess of the net amount of proceeds received by such Holder from the sale of such Registrable Securities pursuant to such Registration Statement over the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(j) Expenses of Registration. All expenses (other than (i) underwriting discounts and commissions relating to the Registrable Securities that are being sold by Holders and (ii) fees of any counsel for Holders) that are incurred in connection with registrations, filings or qualifications pursuant to Sections 1(b) and 1(c), including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company, shall be borne by the Company.

2. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, or, if no such state court has proper jurisdiction, the United States District Court for the District of Delaware, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(e) Entire Agreement; Amendments. This Agreement, the Loan Agreement and the other Loan Documents supersede all other prior oral or written agreements between or among Holders, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the Loan Agreement, the other Loan Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor Holders makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the Majority Holders. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

if to the Company:

Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 400
Seal Beach, California 90740
Telephone: (562) 493-2804
Facsimile: (562) 493-4956
Attention: J. Nathan Jensen, Vice President and General Counsel

with a copy (for informational purposes only) to:

Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, California 92130
Telephone: (858) 720-5100
Facsimile: (858) 720-5125
Attention: Steven G. Rowles, Esq.

if to Green:

Green Energy Investment Holdings LLC
c/o Leonard Green and Partners, L.P.
11111 Santa Monica Boulevard, Suite 2000
Los Angeles, California 90025
Tel: (310) 954-0444
Fax: (310) 954-0404
Attn: Usama N. Cortas

with a copy (for informational purposes only) to:

Gibson, Dunn & Crutcher LLP 333
South Grand Avenue; Suite 4400
Los Angeles, California 90071
Tel: (213) 229-7986
Fax: (213) 229-6986
Attn: Jennifer Bellah Maguire

if to TBP:

T. Boone Pickens
c/o Drew A. Campbell
8117 Preston Road, Suite 260
Dallas, Texas 75225
Tel: (214) 265-4165
Fax: (214) 750-9773

with a copy (for informational purposes only) to:

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002-4995
Tel: (713) 229-1475
Fax: (713) 229-7775
Attn: Stephen Massad

or to such other address and/or facsimile number and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns (and, with respect to Sections 2(h) and (i), each other Person entitled to indemnification or contribution pursuant thereto), and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(i) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and Holders have executed this Registration Rights Agreement to be duly executed as of the date first above written.

COMPANY:

CLEAN ENERGY FUELS CORP.

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

[Signature Page to Registration Rights Agreement]

HOLDERS:

GREEN ENERGY INVESTMENT HOLDINGS LLC

By: Leonard Green & Partners, L.P.
a Delaware limited partnership
its manager

By: LGP Management, Inc.
a Delaware corporation
its general partner

By: /s/ John G. Danhakl
John G. Danhakl
Executive Vice President and
Managing Partner

/s/ T. Boone Pickens

T. Boone Pickens

[Signature Page to Registration Rights Agreement]

Exhibit 99.22

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, ANY APPLICABLE STATE SECURITIES LAWS AND ANY APPLICABLE BLUE SKY ACTS, UNLESS AND UNTIL THE HOLDER HEREOF PROVIDES (i) INFORMATION SATISFACTORY TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED, OR (ii) AN OPINION OF COUNSEL ACCEPTABLE TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THAT CERTAIN LOAN AGREEMENT DATED AS OF JUNE 14, 2013 BY AND BETWEEN THE BORROWER AND THE LENDER (EACH AS DEFINED BELOW) (AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE "LOAN AGREEMENT"), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE BORROWER. NO TRANSFER OF THIS CONVERTIBLE PROMISSORY NOTE OR THE SECURITIES REPRESENTED HEREBY WILL BE MADE ON THE BOOKS OF THE BORROWER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH LOAN AGREEMENT.

CONVERTIBLE PROMISSORY NOTE

$25,000,000.00

Dallas, Texas
Reissue Date: June 14, 2013
Original Issue Date: July 11, 2011

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation (the "Borrower"), promises to pay to T. BOONE PICKENS, an individual (the "Lender"), at 8117 Preston Road, Suite 260, Dallas, Texas 75225, or at such other place as may be designated in writing by the holder of this Note, the principal sum of Twenty-five Million Dollars ($25,000,000.00) or so much as is advanced under this Note, together with interest thereon at the rates hereafter specified, payable as follows:

Except as otherwise provided herein, advances on this Note will bear interest from the date advances hereunder are made until payment in full at a per annum rate equal to 7.5% under the terms of the Loan Agreement. All interest will be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

Provided no Default has occurred or is continuing under the Loan Agreement, the entire unpaid principal balance of this Note and all accrued and unpaid interest will be due and payable on July 11, 2018 (the "Maturity Date").

Except as otherwise defined herein, all terms defined or referenced in the Loan Agreement will have the same meanings herein as therein. Except as provided in the Loan Agreement, each payment will be applied first to the payment of accrued unpaid interest and the

balance, if any, will be applied to the unpaid principal balance of this Note. Any sum not paid when due will bear interest at 13% per annum compounded quarterly and will be paid at the time of and as a condition precedent to the curing of any Default. The Borrower will not have the right to prepay this Note, in whole or in part. Any such payment will be applied first to accrued and unpaid interest on the unpaid principal balance of this Note.

THIS NOTE IS TO BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF THE CONFLICT OF LAWS. The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the holder's rights hereunder or under any instrument securing payment of the same, the Borrower will pay to such holder its reasonable attorneys' fees and all expenses incurred in connection therewith.

This Note is issued subject to the terms of the Loan Agreement including the restrictions on assignment and transfer contained therein. Subject to the terms of the Loan Agreement, on the occurrence of a Default, at the option of the holder, the entire unpaid indebtedness evidenced by this Note will become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity of this Note. Failure by the holder to exercise such option will not constitute a waiver of the right to exercise the same in the event of any subsequent Default.

This Note may be: (a) voluntarily exchanged for; (b) required to be exchanged for; or (c) repaid in, equity of the Borrower as provided in the Loan Agreement. Advances and payments hereunder may, at the option of the Lender, be recorded on this Note or on the books and records of the Lender and will be prima facie evidence of such advances, payments and unpaid balance of this Note. At no time will the aggregate amount of all advances made under this Note be greater than the face value of this Note.

The makers, endorsers, sureties, guarantors and all other persons who may become liable for all or any part of this obligation severally waive any notices required by applicable law including, without limitation, notices for presentment for payment, protest, demand and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, the modification (whether one or more) of payment hereof, release or substitution of all or part of the security for the payment hereof or release of any party liable for payment of this obligation. Any such extension or release may be made without notice to any such party and without discharging such party's liability hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has executed this instrument effective the date first above written.

BORROWER

CLEAN ENERGY FUELS CORP.,
a Delaware corporation

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

[Signature page to Convertible Promissory Note: Pickens—Tranche 1]

Exhibit 99.23

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, ANY APPLICABLE STATE SECURITIES LAWS AND ANY APPLICABLE BLUE SKY ACTS, UNLESS AND UNTIL THE HOLDER HEREOF PROVIDES (i) INFORMATION SATISFACTORY TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED, OR (ii) AN OPINION OF COUNSEL ACCEPTABLE TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THAT CERTAIN LOAN AGREEMENT DATED AS OF JUNE 14, 2013 BY AND BETWEEN THE BORROWER AND THE LENDER (EACH AS DEFINED BELOW) (AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE "LOAN AGREEMENT"), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE BORROWER. NO TRANSFER OF THIS CONVERTIBLE PROMISSORY NOTE OR THE SECURITIES REPRESENTED HEREBY WILL BE MADE ON THE BOOKS OF THE BORROWER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH LOAN AGREEMENT.

CONVERTIBLE PROMISSORY NOTE

$25,000,000.00

Dallas, Texas
Reissue Date: June 14, 2013
Original Issue Date: July 10, 2012

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation (the "Borrower"), promises to pay to T. BOONE PICKENS, an individual (the "Lender"), at 8117 Preston Road, Suite 260, Dallas, Texas 75225, or at such other place as may be designated in writing by the holder of this Note, the principal sum of Twenty-five Million Dollars ($25,000,000.00) or so much as is advanced under this Note, together with interest thereon at the rates hereafter specified, payable as follows:

Except as otherwise provided herein, advances on this Note will bear interest from the date advances hereunder are made until payment in full at a per annum rate equal to 7.5% under the terms of the Loan Agreement. All interest will be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

Provided no Default has occurred or is continuing under the Loan Agreement, the entire unpaid principal balance of this Note and all accrued and unpaid interest will be due and payable on July 10, 2019 (the "Maturity Date").

Except as otherwise defined herein, all terms defined or referenced in the Loan Agreement will have the same meanings herein as therein. Except as provided in the Loan Agreement, each payment will be applied first to the payment of accrued unpaid interest and the

balance, if any, will be applied to the unpaid principal balance of this Note. Any sum not paid when due will bear interest at 13% per annum compounded quarterly and will be paid at the time of and as a condition precedent to the curing of any Default. The Borrower will not have the right to prepay this Note, in whole or in part. Any such payment will be applied first to accrued and unpaid interest on the unpaid principal balance of this Note.

THIS NOTE IS TO BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF THE CONFLICT OF LAWS. The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the holder's rights hereunder or under any instrument securing payment of the same, the Borrower will pay to such holder its reasonable attorneys' fees and all expenses incurred in connection therewith.

This Note is issued subject to the terms of the Loan Agreement including the restrictions on assignment and transfer contained therein. Subject to the terms of the Loan Agreement, on the occurrence of a Default, at the option of the holder, the entire unpaid indebtedness evidenced by this Note will become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity of this Note. Failure by the holder to exercise such option will not constitute a waiver of the right to exercise the same in the event of any subsequent Default.

This Note may be: (a) voluntarily exchanged for; (b) required to be exchanged for; or (c) repaid in, equity of the Borrower as provided in the Loan Agreement. Advances and payments hereunder may, at the option of the Lender, be recorded on this Note or on the books and records of the Lender and will be prima facie evidence of such advances, payments and unpaid balance of this Note. At no time will the aggregate amount of all advances made under this Note be greater than the face value of this Note.

The makers, endorsers, sureties, guarantors and all other persons who may become liable for all or any part of this obligation severally waive any notices required by applicable law including, without limitation, notices for presentment for payment, protest, demand and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, the modification (whether one or more) of payment hereof, release or substitution of all or part of the security for the payment hereof or release of any party liable for payment of this obligation. Any such extension or release may be made without notice to any such party and without discharging such party's liability hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has executed this instrument effective the date first above written.

BORROWER

CLEAN ENERGY FUELS CORP.,
a Delaware corporation

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

[Signature page to Convertible Promissory Note: Pickens—Tranche 2]

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, ANY APPLICABLE STATE SECURITIES LAWS AND ANY APPLICABLE BLUE SKY ACTS, UNLESS AND UNTIL THE HOLDER HEREOF PROVIDES (i) INFORMATION SATISFACTORY TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED, OR (ii) AN OPINION OF COUNSEL ACCEPTABLE TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES REPRESENTED HEREBY MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THAT CERTAIN LOAN AGREEMENT DATED AS OF JUNE 14, 2013 BY AND BETWEEN THE BORROWER AND THE LENDER (EACH AS DEFINED BELOW) (AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE "LOAN AGREEMENT"), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE BORROWER. NO TRANSFER OF THIS CONVERTIBLE PROMISSORY NOTE OR THE SECURITIES REPRESENTED HEREBY WILL BE MADE ON THE BOOKS OF THE BORROWER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH LOAN AGREEMENT.

CONVERTIBLE PROMISSORY NOTE

$15,000,000.00 Dallas, Texas
June 14, 2013

FOR VALUE RECEIVED, the undersigned, CLEAN ENERGY FUELS CORP., a Delaware corporation (the "Borrower"), promises to pay to T. BOONE PICKENS, an individual (the "Lender"), at 8117 Preston Road, Suite 260, Dallas, Texas 75225, or at such other place as may be designated in writing by the holder of this Note, the principal sum of Fifteen Million Dollars ($15,000,000.00) or so much as is advanced under this Note, together with interest thereon at the rates hereafter specified, payable as follows:

Except as otherwise provided herein, advances on this Note will bear interest from the date advances hereunder are made until payment in full at a per annum rate equal to 7.5% under the terms of the Loan Agreement. All interest will be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

Provided no Default has occurred or is continuing under the Loan Agreement, the entire unpaid principal balance of this Note and all accrued and unpaid interest will be due and payable on June 14, 2020 (the "Maturity Date").

Except as otherwise defined herein, all terms defined or referenced in the Loan Agreement will have the same meanings herein as therein. Except as provided in the Loan Agreement, each payment will be applied first to the payment of accrued unpaid interest and the balance, if any, will be applied to the unpaid principal balance of this Note. Any sum not paid

when due will bear interest at 13% per annum compounded quarterly and will be paid at the time of and as a condition precedent to the curing of any Default. The Borrower will not have the right to prepay this Note, in whole or in part. Any such payment will be applied first to accrued and unpaid interest on the unpaid principal balance of this Note.

THIS NOTE IS TO BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF THE CONFLICT OF LAWS. The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the holder's rights hereunder or under any instrument securing payment of the same, the Borrower will pay to such holder its reasonable attorneys' fees and all expenses incurred in connection therewith.

This Note is issued subject to the terms of the Loan Agreement including the restrictions on assignment and transfer contained therein. Subject to the terms of the Loan Agreement, on the occurrence of a Default, at the option of the holder, the entire unpaid indebtedness evidenced by this Note will become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity of this Note. Failure by the holder to exercise such option will not constitute a waiver of the right to exercise the same in the event of any subsequent Default.

This Note may be: (a) voluntarily exchanged for; (b) required to be exchanged for; or (c) repaid in, equity of the Borrower as provided in the Loan Agreement. Advances and payments hereunder may, at the option of the Lender, be recorded on this Note or on the books and records of the Lender and will be prima facie evidence of such advances, payments and unpaid balance of this Note. At no time will the aggregate amount of all advances made under this Note be greater than the face value of this Note.

The makers, endorsers, sureties, guarantors and all other persons who may become liable for all or any part of this obligation severally waive any notices required by applicable law including, without limitation, notices for presentment for payment, protest, demand and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, the modification (whether one or more) of payment hereof, release or substitution of all or part of the security for the payment hereof or release of any party liable for payment of this obligation. Any such extension or release may be made without notice to any such party and without discharging such party's liability hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has executed this instrument effective the date first above written.

BORROWER

CLEAN ENERGY FUELS CORP.,
a Delaware corporation

By: /s/ Richard R. Wheeler
Richard R. Wheeler
Chief Financial Officer

[Signature page to Convertible Promissory Note: Pickens—Tranche 3]