

**FIRST AMENDMENT  
TO THE FUEL PRICE AGREEMENT**

This First Amendment (“**First Amendment**”) to that certain Fuel Price Agreement by and between City of Carson (“**Customer**”) and Clean Energy, a California corporation (“**CE**”), dated as of April 11, 2019 (as further amended, modified or supplemented from time to time, the “**Agreement**”) is made and executed, by and between Customer and CE, to be effective as of the \_\_\_, day \_\_\_\_\_ of 2020 (“**First Amendment Effective Date**”). Customer and CE are, from time to time, referred to herein collectively as the “**Parties**”. Capitalized terms used, but not defined herein shall have the meaning ascribed to such term in the Agreement.

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AMENDMENT**

1. Amendment to Agreement. The Agreement is hereby amended by deleting the reference to “June 30, 2020” in the third (3<sup>rd</sup>) row of the table on the first page of the Agreement and replacing such reference with “June 30, 2021”.

2. Terms and Conditions of the Agreement. Other than as expressly set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect and shall apply to this First Amendment; provided that to the extent there is a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control to the extent of such conflict.

3. Governing Law. This First Amendment shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Delaware.

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same agreement. Signatures to this First Amendment transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this First Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

5. No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect, and are ratified and confirmed by the Parties in all respects as of the First Amendment Effective Date.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be signed as of the First Amendment Effective Date.

**CLEAN ENERGY**

**CITY OF CARSON**

By: \_\_\_\_\_  
Name: Chad Lindholm  
Title: VP, Sales

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_