

**COMPREHENSIVE AGREEMENT**

**between**

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES**

**and**

**CLEAN ENERGY D/B/A CLEAN ENERGY CORP.**

September 4, 2012

Contract No.: PPEA-SOA 2011-07-22-2

## COMPREHENSIVE AGREEMENT

**THIS COMPREHENSIVE AGREEMENT** (the “Agreement”), dated August 1, 2012, is made and entered into by and between **THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES** (hereinafter referred to as “the Commonwealth” or “Department” or “DGS” or “Owner”), and Clean Energy, a California corporation d/b/a Clean Energy Corp. with a principal headquarters location at 3020 Old Ranch Parkway, Suite 400, Seal Beach, CA 90740 (hereinafter referred to as the “Contractor” or “Clean Energy” or “CE”).

### **RECITALS**

- R-1. WHEREAS, Virginia Code § 2.2-1176, paragraph B., requires the establishment of a plan providing for the replacement of state-owned or operated vehicles with vehicles that operate using natural gas, electricity, or other alternative fuels, to the greatest extent practicable, considering available infrastructure, the location and use of vehicles, capital and operating costs, and potential for fuel savings;
- R-2. WHEREAS, Commonwealth of Virginia, Executive Order No. 36 (2011), hereinafter referred to as EO 36, titled “Moving Toward Alternative Fuel Solutions for State-Owned Vehicles,” outlines a plan for moving state-owned vehicles to a statewide alternative fuel solution. EO 36 directs, among other things, that the Department of General Services (DGS) and the Department of Mines, Minerals and Energy (DMME) release a Public-Private Partnership solicitation in accordance with the Public-Private Education Facilities and Infrastructure Act (PPEA) of 2002 (Virginia Code § 56-575.1 et seq.), to solicit proposals from the private sector to determine if a practicable and financially viable alternative fuel conversion solution is feasible considering available infrastructure, the location and use of vehicles, capital and operating costs, and potential for fuel savings;

- R-3. WHEREAS, on July 23, 2011, solicitation number: PPEA-SOA 2011-07-22 was posted on the Commonwealth of Virginia's electronic procurement website (eVA), soliciting proposals from the private sector, pursuant to the PPEA, for determining the feasibility for converting state-owned vehicles to alternative fuels;
- R-4. WHEREAS, fourteen PPEA conceptual proposals were received by the Commonwealth and evaluated;
- R-5. WHEREAS, two vendors, including Clean Energy, were selected to move to the subsequent detailed proposal stage (Part 2) of the PPEA process in accordance with the established evaluation criteria of the PPEA;
- R-5. WHEREAS, on January 31, 2012, Clean Energy submitted its detailed stage proposal to the Commonwealth for its consideration;
- R-6. WHEREAS, on February 1, 2012, DGS delivered a copy of the Clean Energy detailed proposal to the Public-Private Partnership Advisory Commission pursuant to Virginia Code § 30-279 et seq. No response was received by the Commission to DGS;
- R-7. WHEREAS, on or about February 20, 2012, DGS deemed the detailed stage proposal sufficient and began negotiations with Clean Energy;
- R-10. WHEREAS, Clean Energy desires to provide the goods and services to the Commonwealth on the terms and conditions contained herein incorporating the scope of goods and services requested in solicitation number: PPEA-SOA 2011-07-22;
- R-11. WHEREAS, the proposed Comprehensive Agreement has been delivered to the requisite individuals identified in Virginia Code § 30-280(F);

**NOW THEREFORE**, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties agree as follows:

1. **PURPOSE.** In furtherance of the Commonwealth's goals as expressed in Va. Code Sec. 2.2-1176(B) and EO36, this Agreement provides information which allows public bodies to analyze the feasibility of converting vehicles to natural gas, and provides the means to make that conversion. The Agreement addresses the needs of public bodies with regard to fuel, vehicles, and fueling stations. With the execution of this Agreement, Public Bodies can move forward with evaluating options for the conversion of their gasoline and diesel vehicle fleets to natural gas powered vehicles and the engagement of Clean Energy to design, build, operate and maintain natural gas fueling stations.

“Natural gas” as used in this Agreement refers to a mixture of hydrocarbons, predominantly methane (CH<sub>4</sub>) used for fueling vehicles. It also contains hydrocarbons such as ethane and propane and other gases such as nitrogen, helium, carbon dioxide, hydrogen sulfide, and water vapor. It is a gas entering into, flowing through and distributed by the U.S. Natural Gas Pipeline Network. The vehicles addressed in this Agreement are any car, truck, bus, or other motorized vehicle or equipment that uses natural gas as a primary or secondary fuel source. The vehicle or equipment can use natural gas as a dedicated or secondary fuel source. The natural gas infrastructure includes material, equipment, hardware, and any other tangible item necessary to receive, maintain, and dispense natural gas into a vehicle.

2. **INCORPORATION OF DUTIES OF “PRIVATE ENTITY” UNDER PPEA.** The duties of a “Private Entity” under Va. Code § 56-575.4(A) are hereby incorporated into this Agreement and imposed upon the Contractor. Contractor shall comply with the General Conditions, as modified, attached hereto and incorporated herein at Exhibit (D).
3. **AUTHORIZED USERS.** The following are authorized to make purchases under this Agreement:

(a) Public Body – Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision, which operates exclusively within the Commonwealth of Virginia, and was created by law to exercise some sovereign power or to perform some governmental duty, and shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia. All public bodies are authorized to purchase under this Agreement.

(b) General Public – Individual private citizens and/or private sector businesses. Contractor’s infrastructure placed on property owned by a public body authorized to purchase services from this Agreement, shall be made available to the general public to purchase natural gas, as agreed to between the public body and Contractor.

**4. GENERAL SCOPE.**

(a) This Agreement establishes the terms and conditions under which Contractor shall make available to any Public Body the following:

- Natural gas for vehicle fueling,
- The goods and services necessary to convert user-owned vehicles to operate on natural gas, and
- Natural gas fueling infrastructure

(b) Fuel pricing is set forth in Exhibit E. Pricing may vary by utility region, and shall be based on index pricing plus a compression fee. The Contractor’s compression fee will be evaluated annually.

(c) Pricing for conversion services is found in Exhibit F. Exhibit F will be modified as additional factory/OEM and vehicle conversion solutions are made available. Conversions will not invalidate any manufacturer warranty covering the vehicle.

(d) All of the Contractor's current and future public access natural gas fueling locations will be open to Public Bodies for fueling purposes. The Commonwealth commits to working with all of its agencies and institutions to utilize this contract.

(e) During the term of this Agreement, Contractor will provide training to Public Bodies, at no cost, on use of natural gas fueling infrastructure. All other training (vehicle maintenance, first responder, other) shall be provided at no additional cost once a Public Body begins to purchase fuel, or purchase vehicle conversions under this Agreement.

(f) The Department and Contractor will work together to market, promote, and identify opportunities to expand natural gas solutions to Public Bodies across the Commonwealth of Virginia. Each party will be responsible for its costs associated with such activities.

(g) The Department and Contractor shall conduct monthly meetings, either face-to-face or via teleconference, to discuss status of deployed natural gas solutions, identify opportunities for implementing natural gas solutions across the Commonwealth of Virginia, and address any other matters of interest to either party related to the terms and conditions of this Agreement.

## **5. INITIAL CONVERSION SERVICES.**

Upon final execution of this Agreement, the Contractor shall provide conversion services for four Ford Transit Connect vehicles purchased by the Department. Conversions shall be completed no later than ninety (90) days after the Contractor receives a written order

from the Department to proceed with the conversions. Cost for the conversion of these vehicles is documented in Exhibit F.

**8. DEPARTMENT'S REPRESENTATIONS.** The Department hereby represents and warrants to the Contractor as follows:

(a) The Department is an agency of the executive branch of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.

(b) Each person executing this Agreement on behalf of the Department is duly authorized to execute each such document on behalf of the Department.

(c) Neither the execution and delivery by the Department of this Agreement and any other documents executed concurrently herewith to which the Department is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, investigation or litigation pending and served on the Department which challenges the Department's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other related documents to which the Department is a party, or which challenges the authority of the Department official executing this Agreement or the other related documents.

(e) Department shall provide full and timely information regarding requirements for and limitations on the goods and/or services requested under this Agreement, and shall render decisions in a timely manner so as to avoid delay in the

Contractor's services, and shall fully and timely perform its obligations under this Agreement.

(f) Department shall also:

- (1) Pay all sums due by it to Contractor as and when provided herein;
- (2) Provide qualified personnel necessary to perform the Department's duties hereunder;
- (3) Assist the Contractor in obtaining such technical data as may be necessary for the Contractor to provide the goods and/or services requested under this Agreement;
- (4) Appoint one or more individuals who shall be authorized to act on behalf of Department, with whom Contractor may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Department as to all matters pertaining to this Agreement and the performance of the parties hereunder;
- (5) Perform its obligations, responsibilities and duties described in this Agreement;
- (6) Provide any information as required to support the Project Schedule;

**9. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor hereby represents and warrants to the Department as follows:

(a) Contractor is a duly organized and validly existing corporation, created under the laws of California, has the requisite power and it, or through or by its subcontractors, has or will obtain all required licenses to carry on its present and

proposed activities, and has full power, right and authority to execute and deliver this Agreement and the other related documents to which Contractor is a party and to perform each and all of the obligations of Contractor provided for herein and therein.

(b) Contractor has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other related documents to which Contractor is a party.

(c) Each person executing this Agreement or any other related document on behalf of Contractor has been or will at such time be duly authorized to execute each such document on behalf of Contractor.

(d) Neither the execution and delivery by Contractor of this Agreement and the other related documents to which Contractor is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of Contractor or any other agreements or instruments to which it is a party or by which it is bound.

(e) There is no action, suit, proceedings, investigation or litigation pending and served on Contractor which challenges Contractor's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other related documents to which Contractor is a party, or which challenges the authority of the Contractor official executing this Agreement or the other related documents; and Contractor has disclosed to the Department any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Contractor is aware.

(f) The representations and warranties of the Contractor contained herein shall survive expiration or termination of this Agreement for those goods and services purchased while this Agreement was in effect.

10. **PERIODIC REPORTING.** The Contractor shall file quarterly reports with the Department for the quarters ending March 31, June 30, September 30, and December 31 of each year. The reports shall include, but not be limited to, the following information:

(a) Number of gallons, and site location, of natural gas dispensed to Public Bodies under this Agreement

(b) Number of vehicles conversions purchased, and by what Public Body, under this Agreement

(c) Marketing opportunities and/or discussions the Contractor has had with public bodies for the purchase of goods and/or services under this Agreement

(d) Marketing opportunities and/or discussions the Contractor has had with Virginia-based entities in efforts to develop, secure and/or purchase natural gas sourced in Virginia including renewable natural gas (RNG) from landfills, waste water treatment plants, dairy or other biogas production facilities, and discussions with potential Virginia-based subcontractors.

(e) New OEM and/or vehicle conversions available

(f) The Contractor's six-month forecast of natural gas fuel pricing based on the Contractor's market research

11. **SMALL BUSINESS PARTICIPATION.** The goal of the Commonwealth is that 40% of its purchases be made from small businesses, which includes any discretionary spending in prime contracts and sub-contracts. The parties acknowledge that this Agreement has limited subcontracting opportunities, but the Contractor is encouraged to look for opportunities to subcontract to small businesses certified as such by the Department of Minority Business Enterprise (DMBE).

During the term of this Agreement, Contractor agrees to provide a quarterly report on its use of small businesses, as well as its use of businesses certified by DMBE as minority-owned, women-owned, or service-disabled veteran owned. The report shall contain the following information: Prime Contractor Tax ID, Prime Contractor Name, ID, Subcontractor Tax ID; Subcontractor Name; Transaction Date; Transaction Type; Contract ID, and; Amount.

This report will specify actual dollars expended, by month, with such businesses under this Contract, in an electronic .XLS spreadsheet format as follows:

Prime Tax ID	Prime Contractor	Subcontractor Tax ID	Subcontractor Name	Transaction Date	Transaction Type	Contract ID	Amount
123456789	Clean Energy	123456789	Facility Services, XYZ	7/1/2012	Grounds Keeping	PPEA-SOA 2011-07-22-2	\$1496.12
123456789	Clean Energy	321654987	ABC Janitorial	7/1/2012	Facility Housekeeping	PPEA-SOA 2011-07-22-2	\$5275.00
Total							\$6771.12

This report shall be submitted in electronic .XLS spreadsheet format via email to [procurement@dgs.virginia.gov](mailto:procurement@dgs.virginia.gov) no later than the 5<sup>th</sup> of the first month of each quarter.

12. **UTILIZATION OF VIRGINIA-BASED NATURAL GAS SOURCES.** Wherever practical and permitted by utility tariff, Contractor shall use commercially viable best and reasonable efforts to source natural gas from Virginia-based producers of natural gas from conventional drilling and non-conventional techniques, including renewable natural gas (RNG) sources such as landfill gas and biogas from anaerobic digestion at waste water treatment plants. Contractor will identify and report to the Department the availability of Virginia natural gas from these sources and any other viable RNG production facilities in Virginia or in the region.
  
13. **NOTICES.** All notices and demands by any party to any other shall be given in writing and sent by facsimile and by a nationally recognized overnight courier, or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Department: Michael Bisogno  
Director, Department of General Services, Office of Fleet  
Management Services  
2400 w. Leigh Street  
Richmond, Virginia 23220  
E-mail: michael.bisogno@dgs.virginia.gov  
Telephone No.: (804) 367-6526  
Facsimile No.: (804) 367-8987

To Contractor: Clean Energy  
3020 Old Ranch Parkway, Suite 400  
Seal Beach, CA 90740  
Email: [pgrace@cleanenergyfuels.com](mailto:pgrace@cleanenergyfuels.com)  
Telephone No: (562) 493-2804  
Facsimile No: (562) 493-4532

With a copy to: Clean Energy  
3020 Old Ranch Parkway, Suite 400  
Seal Beach, CA 90740  
Email: [njensen@cleanenergyfuels.com](mailto:njensen@cleanenergyfuels.com)  
Telephone No: (562) 493-2804  
Facsimile No: (562) 493-4956

Any party may, upon prior written notice to the others, specify a different person or address for receipt of notices.

#### **14. SUCCESSORS AND ASSIGNS.**

(a) Contractor may not, without the prior written consent of the Department, which consent shall not be unreasonably withheld, conditioned or delayed, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under this Agreement.

(b) The Department may transfer and assign its interests in this Agreement to any other Public Body as permitted by law, provided that the successor or assignee has assumed all of the Department's obligations, duties and liabilities under this Agreement and has provided Contractor with reasonable assurance of its legal and financial authority to honor and perform the same.

(c) If either party changes its name, such party agrees to promptly furnish the other party with written notice of change of name and appropriate supporting documentation.

(d) All of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **TERM AND TERMINATION.** The initial term shall commence as of the final execution date of this Agreement, and, unless terminated as provided herein, shall continue for a period of five years (the “Initial Term”). Following the Initial Term, and upon the sole discretion of the Commonwealth, this Agreement may be renewed for up to five additional one-year periods. The Commonwealth will issue a written notification to the Contractor in the form of a modification approximately ninety (90) days prior to the expiration of each term indicating whether the renewal will be exercised.

16. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by the parties hereto that Contractor, in performing its obligations under this Agreement, shall be deemed an independent Contractor and not an agent, employee or partner of Department.

17. **NO WAIVER.**

(a) The failure of Department or Contractor to insist upon the strict performance of any provisions of this Agreement, the failure of Department or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

(b) No act, delay or omission done, suffered or permitted by one party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such party under this Agreement, or to relieve the other party from the full performance of its obligations under this Agreement.

(c) No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obligee party.

**18. ENTIRE AGREEMENT.**

(a) THIS AGREEMENT CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SPECIFIC MATTERS COVERED HEREIN. ALL OTHER PRIOR OR CONTEMPORANEOUS VERBAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS AND/OR PRACTICES RELATIVE TO THE FOREGOING ARE HEREBY SUPERSEDED, REVOKED AND RENDERED INEFFECTIVE FOR ANY PURPOSE. THIS AGREEMENT MAY BE ALTERED, AMENDED OR REVOKED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY EACH PARTY HERETO, OR ITS PERMITTED SUCCESSOR OR ASSIGNEE. NO VERBAL AGREEMENT OR IMPLIED COVENANT SHALL BE HELD TO VARY THE TERMS HEREOF, ANY STATUTE, LAW OR CUSTOM TO THE CONTRARY NOTWITHSTANDING.

(b) This Agreement may be amended, supplemented or revised by mutual written agreement of the Department and Contractor.

(c) If any provisions of this Agreement are rendered obsolete or ineffective in serving their purpose by change in law, passage of time, financing requirements or other future events or circumstances, the parties agree to negotiate in good faith appropriate amendments to or replacements of such provisions in order to restore and carry out the original purposes thereof to the extent practicable; provided, however, that neither party

is obligated to agree to any amendment or replacement which would reduce its rights or enlarge its responsibilities under this Agreement in any material respect.

**20. DISCLOSURES; NON-WAIVER; APPROPRIATIONS**

(a) The Contractor understands and acknowledges that Department is an agency of the Commonwealth of Virginia, and with respect to tort liability for acts or occurrences involving the goods and services delivered by the Contractor under this Agreement, including product liability, the Commonwealth, Department and public bodies are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

(b) The Contractor understands and acknowledges that Department has not agreed to provide any indemnification or save harmless agreements running to the Contractor. No provision, covenant or agreement contained in this Agreement shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia from tort or other liability.

(c) This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any remedial action instituted pursuant to the terms of this Agreement.

(d) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Agreement to the contrary, if any session of the Virginia General Assembly fails to appropriate funds needed to support the goods and/or services purchased by public bodies

under this Agreement, this Agreement and all obligations hereunder shall automatically terminate upon depletion of the appropriated or allocated funds.

**22. PUBLIC RECORDS.** Any document of which the Department obtains a copy, may be considered public records under the Virginia Public Records Act, Va. Code § 42.1-76 through § 42.1-91, or official records under the Virginia Freedom of Information Act, Va. Code § 2.2-3700 through § 2.2-3714, and as such may be subject to public disclosure. Any claim for the protection of certain records from disclosure shall be provided by the Contractor in accordance with the applicable statute. If Contractor believes that any document subject to transmittal to or review by the Department under the terms of this Agreement contains proprietary information or trade secrets that are exempt or protected from disclosure, Contractor shall identify such information prior to transmittal or review. Upon the written request of either party, Contractor and the Department shall mutually develop a protocol for the transmittal, review and disclosure of documents produced or obtained by Contractor so as to avoid violations of any applicable law.

(a) In no event shall the Department be liable to Contractor as a result of any disclosure of such records by the Department, except as set forth in the PPEA and FOIA.

(f) If the Department's denial of a request for disclosure of records is challenged in court, the Contractor may seek to intervene in order to undertake the defense of the Contractor's claims of confidentiality.

**23. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.**

(a) The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each

party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

(b) If any term or condition of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(c) The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

(e) As used in this Agreement and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

(f) This Agreement, its Exhibits and any modifications to this Agreement are intended to be complementary and consistent with each other and shall, to the maximum extent possible, be construed according to such intent.

24. APPROVAL BY GOVERNOR A CONDITION PRECEDENT. It shall be a condition precedent to Department's execution that this Agreement first be approved by the Governor of the Commonwealth of Virginia, or his authorized designee.

26. CONTRACT DOCUMENTS. This Agreement consists of the following documents:

This executed document

- Exhibit A: PPEA Solicitation Number: PPEA-SOA 2011-07-22
- Exhibit B: Contractor's Conceptual Proposal, dated October 21, 2011
- Exhibit C: Contractor's Detailed Proposal, dated January 31, 2012
- Exhibit D: Terms and Conditions
- Exhibit E: Natural Gas Fuel Pricing
- Exhibit F: Natural Gas Vehicle Conversion Services Pricing
- Exhibit G: Natural Gas Infrastructure and Maintenance
- Any and all modifications to these documents subsequently entered into in accordance with the provisions for modification
- Purchase orders issued for goods and services identified herein

To the extent there is any conflict between this executed document and any exhibit or purchase order, this executed document shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be effective as of the final execution, by the undersigned authorized representatives of the parties.

CLEAN ENERGY, d/b/a CLEAN ENERGY CORP.

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES

By: 

By: \_\_\_\_\_

Title: *President Scott Vile / 2011-08-17*

Richard F. Sliwowski, P.E.

Date: *2-28-2012*

Title: Director

Date: \_\_\_\_\_

