

March 21, 2014

RECEIVED

By Email to DOE/FE: at 3:56 pm, Mar 25, 2014

United States of America
Department of Energy
Office of Fossil Energy

Re: Air Flow North America Corp.

14-53-LNG

Ladies and Gentlemen:

This firm is counsel to Air Flow North America, Inc, a Delaware corporation (the "Applicant"). We have reviewed the following documents remitted to us for purposes of this letter (collectively, the "Documents"):

1. Organizational Documents

1.1 Certificate of Incorporation, executed on March 8, 2013, and filed with the Delaware Secretary of State on March 13, 2013;

1.2 By-laws, as adopted by the Board of Directors as of March 8, 2013

1.3 Organizational consent of the Board, dated as of March 8, 2013

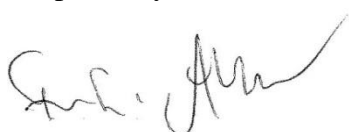
2. Department of Energy Document

2.1 Application for Short Term Authorization to Export Liquefied Natural Gas to Free Trade Agreement Countries

This letter is delivered to you pursuant to 10 C.F.R. § 590.202(c), Administrative Procedures with Respect to the Import and Export of Natural Gas, Subpart B, Applications for Authorization to Import or Export Natural Gas.

In conducting our review, we have assumed the legal capacity of all natural persons, the genuineness of all signatures thereon, and the conformity to original documents submitted to us as copies. Based solely on our review of the Applicant's Organizational Documents, it is our opinion that the Applicant's proposed export of natural gas, as described in the Application, is within the corporate powers of the Company.

Respectfully submitted,



Francine L. Alfandary
Pearl Cohen Zedek Latzer Baratz LLP
1500 Broadway, 12th floor
New York, NY 10036

March 14th, 2014

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By Email to DOE/FE: at 3:57 pm, Mar 25, 2014

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY**

Air Flow North America Corp.

Docket No.:

**APPLICATION OF AIR FLOW NORTH AMERICA CORP.
FOR SHORT TERM AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS
TO FREE TRADE AGREEMENT COUNTRIES**

Pursuant to Section 3 of the Natural Gas Act¹ and Part 590 of the regulations of the Department of Energy ("DOE")², Air Flow North America Corp. ("AIR FLOW") submits this application ("Application") to the DOE Office of Fossil Energy ("DOE/FE") for short-term, multi-contract authorization to export up to a total of 0.53 billion standard cubic feet per annum of liquefied natural gas ("LNG") for a two year period, commencing on the earlier of the date of first export. AIR FLOW requests that such authorization allow it to export both previously imported and domestically sourced LNG to any country located within Central America, South America or the Caribbean or Africa, which has, or in the future develops, the capacity to import LNG via ocean-going carriers (by use of approved ISO IMO7/TVAC-ASME LNG containers transported on ocean-going carriers), and with which the United States currently has, or in the future will have, a Free Trade Agreement ("FTA")³.

Section 3(c) of the Natural Gas Act, as amended by § 201 of the Energy Policy Act of 1992, establishes a statutory presumption that exports to FTA countries must be authorized. Such exports are "deemed to be within the public interest," and applications for such exportation "shall be granted without modification or delay."⁴

In support of this Application, AIR FLOW respectfully states the following:

I.

DESCRIPTION OF APPLICANT

¹ 15 U.S.C. §717b (2010)

² 10 C.F.R. §590 (2012)

³ Within this region, the United States currently has free trade agreements requiring national treatment for trade in natural gas and LNG with Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Nicaragua, Peru, Colombia and Panama. The FTA with Costa Rica does not require national treatment for trade in natural gas.

⁴ 15 U.S.C. §717b(c) (2010). ("For purposes of [15 U.S.C. §717b(a)] of this section, the importation of the natural gas referred to in [15 U.S.C. §717b(b)] of this section, or the exportation of natural gas to a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.").

The exact legal name of the applicant is Air Flow North America Corp., a corporation organized under the laws of the State of Delaware. The principal place of business of AIR FLOW is located at 8665 New Trails Drive, Suite 100, The Woodlands, TX 77381

Stock in AIR FLOW is held at 90% by Airflow SAS, a corporation incorporated in France (“Airflow France”) and at 10% by SIL, a corporation incorporated in France (“SIL”).

II.

COMMUNICATIONS

Communications regarding this application should be directed to the following:

Pierre FIAT

Kelly Marull

CEO

General Manager

8665 New Trails Drive, Suite 100,

8665 New Trails Drive, Suite 100,

The Woodlands, TX 77381

The Woodlands, TX 77381

Tel: +1 832-564-3660

Tel: +1 832-564-3660

Mob: + 33 698 86 46 89

Mob: + 1 281-782-0672

III.

DESCRIPTION OF EXPORT PROPOSAL

AIR FLOW proposed to export up to 0.53 billion standard cubic feet per annum of LNG from domestic sources to countries with which the U.S. has, or in the future will have, a FTA requiring national treatment for trade in natural gas. AIR FLOW proposes to export LNG in LNG-rated International Organization for Standardization-approved (ISO IMO7/TVAC-ASME) cargo containers transported on traditional large ocean going cargo vessels. These containers are made by Chart Industry, an American tank manufacturer. They are maintained and repaired by Chart Industry in Houston facility.

AIR FLOW will utilize companies capable of delivering LNG to U.S. ports via trucks carrying iso containers, as Genox transportation does with respect to other types of freight it transports. On September, 6th, 2013, AIR FLOW formalized an agreement to obtain LNG supplies from Clean Energy Corporation, a major U.S. energy company with operations in natural gas distribution, retail, and wholesale markets.⁵

⁵ Clean Energy is a California-based energy services holding company with operations in natural gas distribution, retail, wholesale, and midstream operations. Clean Energy is the largest provider of natural gas fuel for transportation in North America, fueling over 30,000 vehicles each day at approximately 400+ fueling stations

Under this agreement, AIR FLOW proposes to export domestically-sourced LNG from Clean Energy's Pickens plant. FOB Pickens Plant, 12114 Longstreet Road, Willis, TX 77318. Currently, the Clean Energy Pickens Plant produces 100,000 gallons of LNG per day. This facility has the capability to load LNG onto trucks and ISO containers. As noted in the September, 6th, 2013, agreement, Clean Energy would make sales from its Pickens Plant with the appropriate authorizations to do so.

LNG from the Clean Energy facility will be loaded into AIR FLOW Iso containers. AIR FLOW's iso containers will be transported via trucks to South eastern seaport (Houston , Texas) in United States. AIR FLOW Iso containers will then be transported by cargo vessel capable of carrying ISO containers.⁶ AIR FLOW will deliver the LNG to those designated downstream customers in countries with which the United States has, or in the future will have, a FTA requiring national treatment for trade in natural gas.

AIR FLOW proposes to export these volumes from one or more ports in the Southeastern United States. AIR FLOW would also like to have the ability to load ISO containers in the ports of Jacksonville, Florida, Houston, Texas and Norfolk, Virginia. AIR FLOW also requests authorization to load at any other U.S. port that is now or will be in the future capable of loading ISO containers.

With regard to downstream users of the LNG that AIR FLOW will transport, AIR FLOW has had discussions with a major downstream distributor as well as with customers in FTA countries. AIR FLOW's discussions have focused on serving growing demand for natural gas from the power plant sector and the vehicle fuel markets, all of which are evaluating switching from burning other fossil fuels and petroleum products to cleaner burning natural gas.

AIR FLOW proposes to sell domestically-sourced LNG for a term of up to two years under one or more short-term agreements that provide for deliveries to FTA countries. Although AIR FLOW will serve as the offtaker, exporter, and transporter of LNG sourced from Clean Energy, which does not wish to hold an authorization to export LNG, AIR FLOW has had discussions with other U.S. suppliers that may desire to export LNG under AIR FLOW's authorization, and plans to supplement this Application to the extent additional volumes of LNG are committed for export. AIR FLOW will file all short-term contracts with DOE under seal, and provide public versions of these contracts for posting, following their execution.⁷

Receipt of this authorization by AIR FLOW will allow the U.S. to supply its trading partners in South America, Central America, the Caribbean or Africa with an additional clean source of fuel, and is a key

throughout the United States and Canada. With a broad customer base in a variety of markets, including trucking, airport shuttles, taxis, refuse, and public transit, they build and operate compressed natural gas (CNG) and liquefied natural gas (LNG) fueling stations; manufacture CNG and LNG equipment and technologies for themselves and other companies; and develop renewable natural gas (RNG) production facilities (source www.Cleanenergyfuels.com .) The company owns and operates natural gas storage facilities and 2 LNG plants in the USA. The volumes Air Flow proposes to export under this authorization are not currently dedicated to serving any of Clean Energy' distribution customers.

⁶ As discussed further below, Air Flow respectfully requests that the authorization issued in this docket not be limited to one particular U.S. port, but any existing or future U.S. port capable of loading ISO container

⁷ DOE has previously found that this commitment conforms to the requirement of 10 C.F.R § 590.202(b), which calls upon applicants to supply transaction specific information "to the extent practicable." *See Carib Energy (USA) LLC*, Order No. 2993, 2 FE ¶ 72,125, p. 73,049 (July 27, 2011); *See also, Sabine Pass Liquefaction, LLC*, Order No. 2833, , 2 FE ¶ 71,961, p. 72,848 (Sept. 7, 2010).

step in facilitating the market connections between the U.S. sellers with FTA LNG customers. For this reason and as required by statute, DOE should grant this authorization without modification or delay.

IV

AUTHORIZATION REQUESTED

AIR FLOW requests short-term, multi-contract authorization to export up to a total of 0.53 billion standard cubic feet per annum of previously imported or domestically produced for a period of two years, beginning the earlier of the date of first export. AIR FLOW requests that such short-term authorization provide for export from the Atlantic coast to the Gulf Coast, including Texas and Florida, to any country located within South America, Central America or the Caribbean or Africa that has, or in the future will have, the capacity to import LNG via ocean-going carrier (by use of approved ISO IMO7/TVAC-ASME LNG containers transported on ocean-going carriers), and with which the United States currently has, or in the future will have, an FTA requiring the national treatment for trade in natural gas and LNG. A full delivery of LNG at the Clean Energy Pickens Plant will be approximately 10 000 gallons per iso container and will be in compliance with the DOT regulation requirements. No modifications or additions to Clean Energy's Pickens Plant LNG facility are needed in order for Air Flow to export LNG from the United States.

AIR FLOW will take delivery of LNG at the site of third party liquefaction facilities from the Atlantic coast to the Gulf coast of the United States. AIR FLOW will transport the LNG from the liquefaction facilities within the United States over highways, and will transport LNG to buyers in South America, Central America and the Caribbean, using approved ISO IMO7/TVAC-ASME LNG containers transported on ocean-going carriers. Containers and carriers used for transportation within the United States will comply with all Association of American Railroads and United States Department of Transportation regulations, and any third parties with which AIR FLOW will be contracting to handle such transportation will comply with all hazardous material and cryogenic handling regulations and requirements, including employee training, in addition to obtaining any state permits required for transportation of LNG.

The source of natural gas supply to be exported by AIR FLOW will be the robust and liquid United States natural gas market, which now includes natural gas produced from shale deposits. AIR FLOW will be purchasing LNG on both a spot basis and under long-term purchase agreements from suppliers, including utilities that have excess natural gas and LNG, and which have obtained appropriate regulatory approval, if required, for the sales of such capacity. AIR FLOW will file all executed short-term contracts with the DOE/FE under seal, following their execution. DOE/FE has previously found that this commitment conforms to the requirements of 10 C.F.R. § 590.202(b), which calls upon applicants to supply

transaction-specific information "to the extent practicable."⁸ AIR FLOW expects to begin exporting LNG purchased on a spot basis or under such short-term agreements by the second quarter of 2014.

As noted above, this application is submitted pursuant to the standard established by the Energy Policy Act of 1992 under which applications for export to FTA countries are deemed to be in the public interest, and must be granted without modification or delay⁹. AIR FLOW 's application is presumptively in the public interest, and the short-term authorization requested by AIR FLOW is also compatible with the principles established by DOE/FE's Policy Guidelines¹⁰, which promote free and open trade by minimizing federal control and involvement in energy markets, and DOE Delegation Order No. 0204-111, which requires "consideration of the domestic need for the gas to be exported."

As DOE/FE recently has recognized, United States consumers currently have access to substantial quantities of natural gas, as a result of, among other things, technological advances that have allowed for development of previously undeveloped reserves of domestic shale gas.¹¹ The Annual Energy Outlook 2010, prepared by the U.S. Energy Information Administration ("EIA"), forecasted shale gas production to increase to 2.85 Tcf by 2015 and 6.0 Tcf by 2035, representing 5.3 percent annual growth from 2008-2035.¹² EIA's Annual Energy Outlook 2011 more than doubles its estimate of technically recoverable shale gas reserves,¹³ and doubles its projected shale gas production to 12.0 Tcf by 2035.¹⁴ Large volumes of domestic shale gas reserves and its development and extraction, as well as continued low production costs, will enable the United States to develop significant quantities of natural gas and LNG, which will be able to meet domestic demand for decades to come, and, as a result, also will provide an over-capacity of natural gas and LNG that would be available for export. The decrease in natural gas prices from 2008 to 2010 provides evidence of such over-capacity.¹⁵

AIR FLOW will purchase the quantities of LNG it proposes to export - which quantities are extremely small when compared to those included in recent export applications received by the DOE/FE primarily from domestic suppliers seeking to sell excess supply of natural gas and LNG that cannot be marketed economically otherwise in the domestic market due, in part, to the relatively low natural gas prices in this country. By allowing AIR FLOW to purchase this excess supply for export overseas, DOE/FE's approval

⁸ *Sabine Pass Liquefaction, LLC*, FE Docket No. 10-85-LNG, Order No. 2833 (Sept. 7, 2010), 10 C.F.R. § 590.202(b) requests certain information, "to the extent applicable," and "supported to the extent practicable by necessary data or documents," regarding the source and security of the natural gas supply proposed for export, including contract volume and a description of the specific gas reserves supporting the project during the time of the requested export authorization: see also, *Freeport LNG Expansion, L. P. and FLNG Liquefaction, LLC*, FE Docket No. 10-160-LNG, Order No. 2913 (February 10, 2011).

⁹ 15 U.S.C. § 717b(c) (2010), *supra* note 5.

¹⁰ Policy Guidelines and Delegation Orders Relating to the Regulation of Imported Natural Gas, 49 Fed. Reg. 6684 (Feb. 22, 1984).

¹¹ *Cheniere Marketing, LLC*, FE Docket No. 10-31-LNG, Order No. 2795 (June 1, 2010).

¹² U.S. Energy Information Administration, Annual Energy Outlook 2010 135, Table A-14 (2010), available at [http://www.eia.doe.gov/oiarf/aeo/pdf/0383\(2010\).pdf](http://www.eia.doe.gov/oiarf/aeo/pdf/0383(2010).pdf)

¹³ U.S. Energy Information Administration, Annual Energy Outlook 2011, Executive Summary (2011), available at [http://www.eia.gov/forecasts/aeo/pdf/0383\(2011\).pdf](http://www.eia.gov/forecasts/aeo/pdf/0383(2011).pdf)

¹⁴ *Id.* at Table 8.

¹⁵ *See, e.g., id.* at Figure 39.

of this Application will benefit these domestic companies, in addition to supporting President Obama's National Export Initiative signed in 2010.¹⁶

V.

ENVIRONMENTAL IMPACT

As stated above, in the majority of cases, no new facilities (or modifications to any existing facilities) would be required in order for AIR FLOW to export LNG. In the limited cases in which the owners of liquefaction facilities that sell and deliver LNG to AIR FLOW opt to make minor modifications to their facilities to either accommodate the slight additional volume of LNG resulting from such deliveries, or to account for the temperature requirements of LNG versus other liquefied petroleum products, those owners of liquefaction facilities will obtain the necessary state, local or federal permits before any such modifications or deliveries occur. Approval of this Application therefore would not constitute a federal action significantly affecting the human environment within the meaning of the National Environmental Policy Act.¹⁷

¹⁶ Exec. Order No. 13534, 75 Fed. Reg. 12,433 (March 11, 2010).

¹⁷ 42 U.S.C. 4321 (2010), *et seq.*; Categorical Exclusion B5.7, 10 C.F.R. Part 1021, Subpart D, Appendix B.

VII.
CONCLUSION

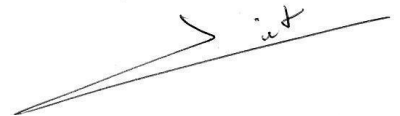
WHEREFORE, for the reasons stated above, AIR FLOW respectfully requests that DOE/FE grant the short-term multi-contract export authorization requested herein.

Dated: March 14th, 2014

Respectfully submitted,

Air Flow North America Corp.

By: Pierre FIAT - CEO

A handwritten signature in black ink, appearing to read "P. FIAT", is written over a long, thin horizontal line that serves as a signature line.

RECEIVED

By Email to DOE/FE: at 4:06 pm, Mar 25, 2014



LIQUEFIED NATURAL GAS PRODUCT AGREEMENT

This Agreement is entered into on September 6th, 2013 (the "Effective Date") by and between Clean Energy, a California corporation (hereinafter referred to as "Clean Energy") located at 3020 Old Ranch Parkway, Suite 400, Seal Beach, California 90740 and Air Flow North America, (hereinafter referred to as "Buyer"), located at 8665 New Trails Drive, Suite 100, The Woodlands, Texas 77381 and relates to the sale and purchase of Liquefied Natural Gas (hereinafter known as "LNG" or "Product"). Clean Energy and Buyer are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties." Clean Energy and Buyer hereby agree as follows:

1. Term. This Agreement, and the terms and conditions contained herein, shall be in effect until the one (1) year anniversary of the Effective Date of this Agreement ("Initial Term"). Thereafter, this Agreement shall automatically renew, under the same terms and conditions, for periods of twelve (12) months each (each an "Extension Period") unless Clean Energy or Buyer gives notice of termination to the other party at least thirty (30) days prior to such renewal date. The Initial Term plus any Extension Periods are referred to hereinafter as the "Term". Notwithstanding the foregoing, Clean Energy may terminate this Agreement, without incurring any liability, at any time, for its convenience and in its sole discretion, upon ninety (90) calendar days prior written notice to Buyer.

2. Purchase and Sale of Product. Clean Energy shall sell Product to Buyer and Buyer shall buy Product from Clean Energy at Clean Energy's Pickens Plant, FOB Pickens Plant, 12114 Longstreet Road, Willis, TX 77318 on an as available basis.

3. Ordering of Product. Buyer shall notify Clean Energy in writing (via facsimile or email) of a requested delivery of Product to be picked up by Buyer at the Pickens Plant at least three (3) days prior to the date for the requested delivery. Clean Energy will notify Buyer in writing (via facsimile or email) how much, if any, of the requested Product Clean Energy will provide to Buyer and the date and time on which such Product will be made available at the Pickens Plant. Except for orders accepted by Clean Energy pursuant to this Section, Clean Energy is under no obligation to accept Buyer's offer to purchase Product, or to make any Product or any particular quantities of Product available to Buyer.

4. Equipment. It is expressly understood by both parties that all transportation equipment, including tractor and cryogenic trailer, brought to the Pickens Plant for loading of Product, is the sole property and responsibility of Buyer. Clean Energy is not responsible for providing any transportation services or equipment to Buyer pursuant to this Agreement.

5. Deliveries.

(a) A "full" delivery of Product delivered to Buyer's cryogenic trailer at the Pickens Plant shall be approximately 10,000 LNG gallons. Clean Energy shall not be obligated to load less than a full delivery of Product unless requested by Buyer and agreed to by Clean Energy in writing in advance. Clean Energy shall load Product based on times scheduled and agreed to in advance with Buyer.

(b) The measurement of gallons delivered hereunder shall be based upon Clean Energy's truck scales (Clean Energy shall at all times keep its scales in compliance with Texas DOT requirements). Notwithstanding the above, Buyer may elect to have each LNG container weighed by a mutually agreed upon third party and Buyer shall pay for any fees, "Scale Fees", assessed by such



third party. Clean Energy shall be responsible for any such Scale Fees only if such third party scales are found to be five (5) percent or more different than Clean Energy's scales.

(c) Clean Energy reserves the right, in its sole discretion, to reject any request for delivery or refuse to make delivery with respect to an accepted request in the event that Clean Energy deems any Buyer trailer unsafe, mechanically unsound or inappropriate for LNG storage and transportation. Prior to delivery, Buyer shall provide Clean Energy at Clean Energy's request trailer registration numbers, driver identification documents, proof of U.S. Department of Transportation approvals for LNG transportation and any other documentation deemed necessary or prudent by Clean Energy in its sole discretion to comply with regulatory requirements and/or verify the recipient and destination of the Product. It shall be Buyer's sole obligation, at Buyer's sole expense, to obtain any and all required State, Federal or other regulatory approvals for LNG transportation.

(d) Buyer shall use its commercially reasonable efforts to bring each LNG trailer to the delivery point with the pressure not greater than 35 PSIG and the temperature inside its LNG storage tank(s) not greater than -230 degrees F. When Buyer desires to take delivery of LNG with an LNG trailer that is greater than 35 PSI or greater than minus 230 degrees Fahrenheit (-230°F) (a "Warm Trailer"), Buyer shall provide advance notice to Clean Energy at the time Buyer requests the delivery. In all cases, Clean Energy shall require Buyer to pay Clean Energy the Conditioning Fee set forth in Section 8(d) below to take delivery with a Warm Trailer. Clean Energy shall not be liable for any damage that may occur as a result of the delivery of LNG into a Warm Trailer.

6. Warranty and Product Specifications. Product delivered under this Agreement shall have a minimum methane number of seventy - five (75).

7. Claims. Any claim by Buyer relating to any Product delivered by Clean Energy shall be made in writing within ten (10) days after delivery thereof, and failure by Buyer to give such written notice shall constitute a complete release by Buyer of Clean Energy against any and all such claims related to that delivery.

8. Price.

(a) The price of Product sold by Clean Energy to Buyer hereunder during the Term shall be as set forth on Exhibit I, which is incorporated herein by reference.

(b) Any applicable federal, state or local taxes, fees and assessments will be added to the Product price to determine the final cost of Product to Buyer.

(c) Taxes and Tax Credits. In accordance with the provisions of 26 USCA Section 4041 as amended by SAFETEA-LU, if Buyer is using the Product sold hereunder as transportation fuel, it shall be Buyer responsibility to register with the IRS as an alternate fueler and, as a result of such registration, Buyer will assume the responsibility for the payment of Federal Excise Tax and the submission of any Excise Tax related documents such that the Federal Excise Tax Credit as defined in 26 USCA Section 4041 as amended by SAFETEA-LU, and as further amended or extended, will accrue exclusively to Buyer.

(d) Conditioning Fee. Buyer shall pay Clean Energy a conditioning fee to take delivery with a Warm Trailer. Such fee shall be equal to \$500.00 per delivery into a Warm Trailer (the "Conditioning Fee").



9. Payment. Buyer shall pay each invoice submitted by Clean Energy within fifteen (15) calendar days of the invoice date. For purposes of this Section, invoice date shall be defined as the date on the invoice, which is the date when the invoice is generated and mailed or emailed to Buyer by Clean Energy. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 18% per annum, calculated from the date payment is due to and including the date payment is received by Clean Energy.

(a) Any tax, fee or assessment imposed by any present or future law or by any government authority in connection with Product sold and delivered hereunder to be paid by Clean Energy as a result of its performance under this Agreement shall be added to Clean Energy's billing to Buyer and shall be paid by Buyer unless Buyer provides Clean Energy with an applicable tax exemption certificate.

(b) Buyer's billing address is:

Air Flow North America
8665 New Trails Drive
Suite 100
The Woodlands, TX 77381
Attn: Pierre Fiat
Cc: Kelly Marull
Fax: 281-364-870

10. Incentives and Carbon Credits. CE shall retain the rights to:

(a) any federal or state tax credits associated with the collection, production, transfer or sale of LNG other than as described in Section 8(c);

(b) any emission reduction credits required or available with respect to the sale or use of LNG fuel; and

(c) any credits or payments associated with the reduction in or avoidance of Greenhouse Gas emissions with respect to the sale or use of the LNG fuel, including emission reduction credits, low-carbon fuel standard credits, verified emission reductions, voluntary emission reductions, offsets, allowances, voluntary carbon units, avoided compliance costs, emission rights and authorizations and CO₂ reduction and sequestration. For purposes hereof "Greenhouse Gas" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained or recognized by any international, governmental (including U.N., federal, state or local agencies) or non-governmental agency from time to time.

11. Allocations of Responsibility.

(a) As between Clean Energy and Buyer, Buyer shall be deemed to be in control and possession of any Product upon delivery at the delivery point, and will be fully responsible and liable for any and all Product loss, damages, claims, actions, expenses and liabilities, including reasonable attorney's fees, caused or resulting from Buyer's equipment, facilities, loading, or



transportation of Product and Buyer's purchase, sale, distribution or handling of said Product while in its control and possession and/or after any subsequent resale.

(b) Clean Energy shall not be liable Buyer for special, incidental, punitive, indirect or consequential damages, under any circumstances, including without limitation, consequential damages caused or arising out of, in whole or in part, any negligent act or omission.

(c) Buyer's exclusive remedy for any unexcused failure on the part of Clean Energy to deliver Product to Buyer as required hereunder, whether or not such failure was caused, in whole or in part, by any negligence, shall be to obtain from Clean Energy, at no additional charge, the quantity of Product equal to the quantity that Clean Energy initially failed to deliver.

(d) Buyer's exclusive remedy for any unexcused failure to act on the part of Clean Energy whereby Product of a purity less than that stated herein is delivered (unless written approval for a deviance from the stated purity is obtained from Buyer prior to delivery), whether or not such failure or act was, in whole or in part, negligent, or could be the basis of a claim on the grounds of strict liability, shall be to receive a refund of the aggregate price of the non-conforming Product, or the replacement thereof with Product meeting the required level of purity at no additional charge to Buyer FOB Pickens Plant. Any Product that is not of the purity stated herein and is rejected by Buyer shall be returned by Buyer to the Pickens Plant.

(e) Buyer acknowledges that it has (i) full knowledge of the hazards associated with the storage, distribution and use of Product and Buyer hereby assumes all responsibility for warning its personnel and any third party customers of such hazards; (ii) full knowledge that the LNG provided hereunder will be not be stented or odorized by Clean Energy and that odorization is not required for delivery of LNG to Buyer under this Agreement; and (iii) has read and understands the provisions of this Agreement, including the provisions of this Section. Buyer shall be responsible for odorizing the LNG after delivery in order to comply with any odor standards contained in applicable regulations.

(f) Buyer shall ensure that, prior to taking delivery, all Buyer operators or agent(s) of Buyer operating trailer trucks on behalf of Buyer (or third parties retained by Buyer) shall have been provided appropriate personal protective equipment, including, but not limited to, flame retardant clothing fully covering the arms, legs and torso, sturdy leather work shoes (not athletic type), apron, hard hat, gloves, splash proof safety goggles and facial shield. Buyer shall ensure that, while inside the Pickens Plant, including the delivery point area, the trailer truck operators shall at all times wear such personal protective equipment. Clean Energy reserves the right to deny delivery to Buyer or any other person observed not using appropriate personal protective equipment but has no obligation to ensure that appropriate personal protective equipment is used.

(g) Buyer shall ensure that all truck and LNG trailer operators of Buyer have received instruction in safe and effective trailer loading procedures prior to taking delivery of LNG at the Pickens Plant. Buyer shall provide extensive training to the truck and trailer operators regarding the hazards of handling LNG and the precautions to take to safely load the Product. Buyer shall ensure that while inside the Pickens Plant, including the delivery point area, Buyer trailer truck operators shall at all times act in compliance with such training and precautions. While Clean Energy reserves the right to deny delivery to any person not using the truck loading facilities in the proper manner, Clean Energy has no obligation to observe that the truck loading facilities are being used in the proper manner.



(h) It is the responsibility of Buyer to comply with all relevant reporting obligations under the Emergency Planning and Community Right-to-Know Act of 1986 (SRA Title III) and any other statute and regulation concerning the storage, handling or use of Product or resulting from the presence of Product supplied under this Agreement. Further, it is the responsibility of Buyer to warn and protect its employees and others exposed to the hazards posed by Buyer storage and use of Product. By execution of this Agreement, Buyer acknowledges having on file at all locations where Product will be used a Material Safety Data Sheet which describes Product.

12. Indemnification. Except to the extent that liabilities arise from Clean Energy's or its employees, agents, contractors or subcontractors' negligence or willful misconduct, Buyer agrees to indemnify, defend and protect Clean Energy and its officers, directors, agents and employees from and against and hold Clean Energy and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses as incurred, including without limitation, those of appeal, on account of or arising out of injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to the use of Product, failure by Buyer to odorize the Product or notify Buyer's customers of the lack of odorization, any negligence or willful misconduct by Buyer or its employees or agents or material breaches of this Agreement by Buyer.

13. Force Majeure. In the event that Clean Energy is prevented from performing its duties and obligations pursuant to this Agreement by circumstances beyond its control, including, without limitation, fires, floods, labor disputes, equipment failure, the interruption of utility services at any Clean Energy Product production facility that prevents Clean Energy from producing Product, the cessation of providing goods or services to Clean Energy by any supplier of goods and services to Clean Energy, war, acts of terrorism, or Acts of God (hereinafter referred to as "Force Majeure"), then Clean Energy shall be excused from performance hereunder during the period of such disability ("Force Majeure Period"). If Clean Energy claims Force Majeure, Clean Energy shall notify Buyer within 24 hours after it learns of the existence of a Force Majeure condition, and will also provide Buyer with an estimate, if one can be reasonably made, of the anticipated Force Majeure Period. Clean Energy will also notify Buyer within 24 hours after the Force Majeure condition has terminated. Clean Energy shall agree to use commercially reasonable efforts to correct whatever event or circumstance caused the Force Majeure event.

14. Dispute Resolution Procedures. In the event a dispute arises between the parties related to this Agreement, the following process shall be followed:

(a) Each Party will designate a senior executive ("Designated Representative") to represent it in connection with any dispute that may arise between the parties (a "Party Dispute"). The designations shall be as described elsewhere herein. Subsequent changes in a Party's Designated Representative shall be in writing and communicated in accordance with the notice provisions contained elsewhere herein.

(b) In the event that a Party Dispute should arise, the Designated Representatives will meet, with their attorneys, if they so agree, within five (5) business days after written request by any Party to any other Party (the "Dispute Notice") in an effort to resolve the Party Dispute.

(c) If the Designated Representatives are unable to resolve the Party Dispute within twenty (20) business days following their first meeting, the Party Dispute will be submitted to non-binding mediation in Los Angeles, California before a mediator made available to the parties through JAMS.



(d) In the event that the mediation process fails to result in a resolution of the Party Dispute within forty-five (45) days following receipt of the Dispute Notice, the parties may take any action they may deem necessary to protect their interests.

15. Insurance. Buyer shall procure at its expense, and maintain in full force and effect during the term of this Agreement, including any renewals, with insurance carriers rated at least A- in Best's Insurance Report and admitted to do business in the State of Texas, the following primary insurance in at least the minimum amounts specified, with Clean Energy named in the commercial general liability policy, automobile liability policy, and the excess/umbrella liability policy, if applicable, as an additional insured and including a transfer of rights or waiver of subrogation endorsement on the general liability, automobile liability and workers compensation policies of insurance. Any deductibles for insurance are the responsibility of Buyer. Such insurance provided by Buyer shall be primary and any insurance, deductible or self-insurance maintained by Clean Energy shall not contribute with Buyer's primary insurance. The policies, excluding workers compensation, must be endorsed to require at least thirty (30) days' written notice to Clean Energy of cancellation. Buyer shall provide Clean Energy with evidence of contractual liability.

(a) Commercial General Liability Insurance, including contractual liability applicable to personal injury and property damage, to a combined single limit of not less than \$15,000,000. Excess liability or umbrella liability coverage may be used to evidence or provide limits in addition to primary limits of no less than \$1 million on the commercial general liability policy.

(b) Commercial Automobile Liability Insurance, including owned, non-owned and hired automobiles covering bodily injury and property damage, to a combined single limit of \$5,000,000. Excess liability or umbrella liability coverage may be used to evidence or provide limits in addition to primary limits of no less than \$1 million on the commercial automobile liability policy. Buyer agrees to provide evidence of a specific endorsement required to properly protect it and Clean Energy as a result of hauling/transporting hazardous materials (MCS-90, if applicable, insuring for-hire and private (in interstate, foreign or intrastate commerce as defined in 49 CFR 171.8, transported in cargo tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403).

(c) Environmental Impairment Liability Insurance to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(d) Workers Compensation and Employers Liability

- (i) Workers compensation in compliance with applicable state and federal laws.
- (ii) Employer's liability with a limit of not less than \$1,000,000.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement.



Buyer shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement or at least two (2) days prior to the day that Product is to be purchased, sold or picked up by Buyer to:

Clean Energy
3020 Old Ranch Parkway
Suite 400
Seal Beach, CA 90740
Attn: Ms. Barbara Johnson
Email: bjohnson@cleanenergyfuels.com
Fax: (562) 493-4532

16. Designated Representatives and Notices.

(a) Designated Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

Clean Energy:	James N. Harger 3020 Old Ranch Parkway Suite 400 Seal Beach, CA 90740
Telephone:	(562) 493-2804
Fax:	(562) 493-4532
Buyer:	Pierre Fiat 8665 New Trails Drive Suite 100 The Woodlands, TX 77381
Telephone:	(281) 364-8700
Fax:	(281) 364-870

(b) Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by a recognized national overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

Clean Energy
3020 Old Ranch Parkway
Suite 400
Seal Beach, CA 90740
Attn: Mr. James N. Harger
Cc: Mr. Mitchell Pratt
Fax: (562) 493-4532

Buyer:
Air Flow North America
8665 New Trails Drive
Suite 100



The Woodlands, TX 77381
Attn: Pierre Fiat
Cc: Kelly Marull
Fax: (281)364-870

17. Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party (which consent shall not be unreasonably withheld), and any attempted assignment without such prior written consent shall be void; provided that such consent shall not be necessary in the context of an acquisition of either Party by asset sale, merger, change in control or operation of law. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, either Party may assign this Agreement to such Party's parent corporation, an entity under common control with the Party, or a wholly-owned subsidiary of the Party without the consent of the other.

18. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

19. No Joint Venture. Clean Energy shall perform its duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties.

20. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

21. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

22. Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of California with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in Los Angeles, California, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniens.

23. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

24. Attorney's Fees. If any action at law or equity is commenced concerning this Agreement or to enforce its terms, the prevailing Party in such matter shall be entitled to the payment of



reasonable attorneys' fees and costs as determined by the Court, in addition to any other relief which may be awarded to that Party.

25. Additional Documents. The parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

26. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the parties.

27. Representation regarding Authority to Sign Agreement. Each of the representatives of the parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

28. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties and it supersedes any prior written or oral agreements between the parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the parties.

30. Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the parties affected by such modification, amendment or change.

31. Further Assurances. All of the parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth beneath the signature lines herein below, but effective as of the Effective Date.

CLEAN ENERGY

By: 
James N. Harger, Chief Marketing Officer

Date: _____

BUYER

By: Air Flow North America 

Name: Pierre FIAT, Chief Executive Officer

Date: 2013 September the 6th



Exhibit I

Pricing

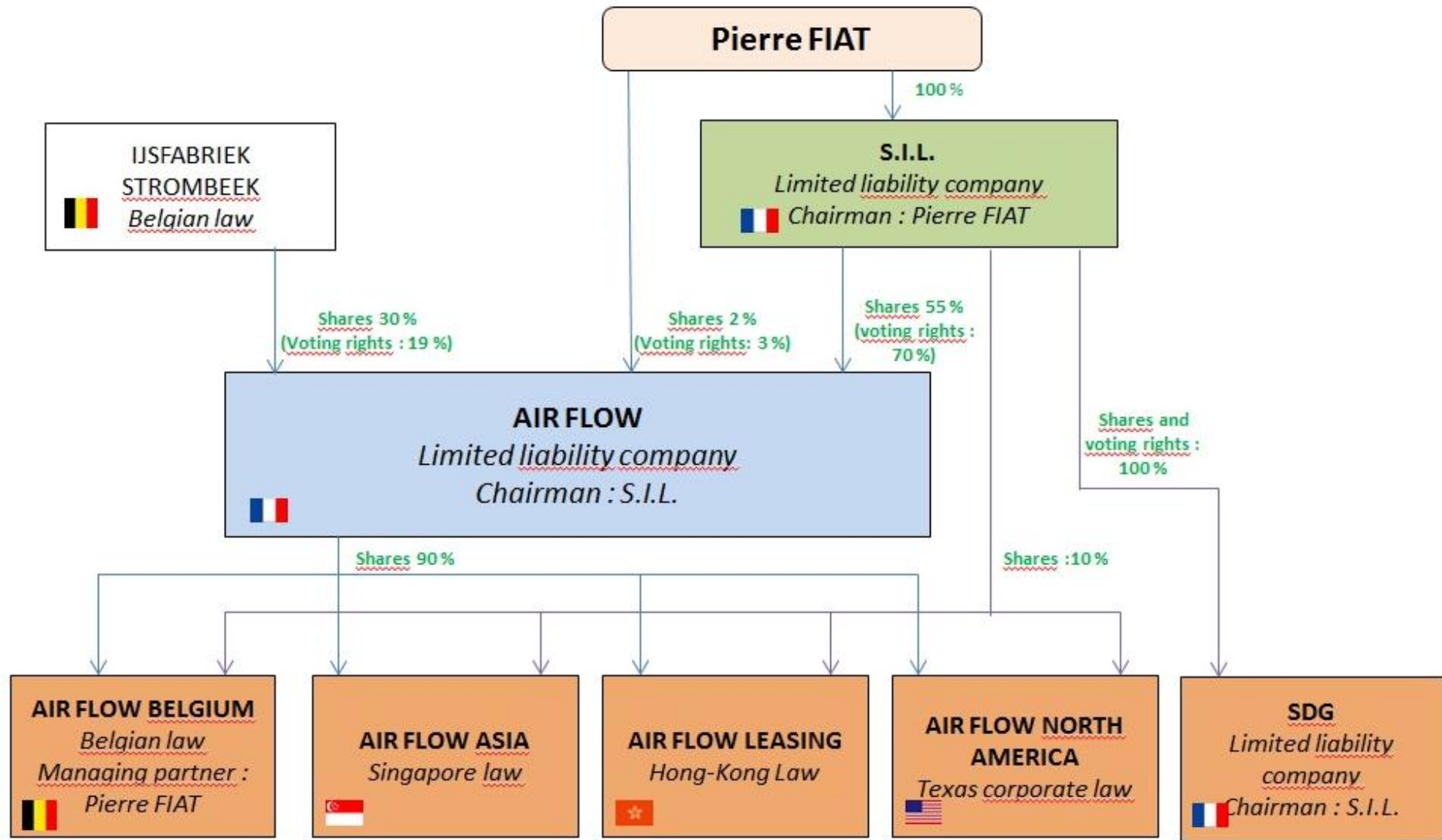
The pricing for this Agreement will be based on an index plus margin formula. The index shall be the local natural gas index price where the Product is purchased, calculated as described below, and the margin will include Clean Energy's costs to have the Product liquefied and delivered to Buyer's cryogenic trailers at the Pickens Plant. The final price for Product will include the index, plus the margin, plus the costs and fees described below, plus any applicable taxes, fees and assessments related to the sale of Product to Buyer. The index and margin components for the pricing formula shall be:

LNG Production Plant	Index + Margin Pricing per LNG Gallon
Pickens (Willis, TX)	HSC/12.2 + \$0.64

Notes:

1. An LNG gallon is defined as 3.49 pounds of LNG.
2. The Houston Ship Channel (HSC) is published monthly in Platt's *Inside FERC* publication. To get the monthly index price per gallon, take the applicable index price per MMBTU (million British Thermal Units) divided by 12.2.
4. Beginning January 1, 2014, and on each January 1st thereafter during the Term of this Agreement, the margin component of the pricing formula shall be increased by the change in the United States Bureau of Labor Producer Price Index, Finished Energy Goods, using November published data, which is available the third (3rd) week in December, per the United States Department of Labor, Bureau of Labor Statistics.
5. For each requested load of Product that Clean Energy agrees to supply, unless otherwise agreed to in writing by the parties, Buyer agrees to take delivery of a minimum load of approximately 10,000 LNG gallons, FOB Pickens Plant, Willis Texas.

AIR FLOW GROUP ORGANIZATION CHART – 2014.04.03



VERIFICATION

STATE OF TEXAS)
)
SOUTHERN JUDICIAL DISTRICT)

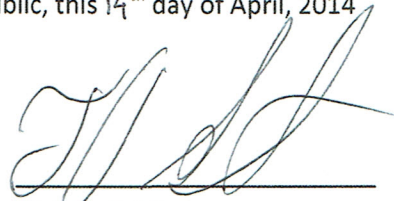
SS:

BEFORE ME, the undersigned authority, on this day personally appeared Pierre Fiat, who, having been by me first duly sworn, on oath says that he is Chief Executive Officer of Airflow North America Corporation and is duly authorized to make this Verification; that he has read the foregoing instrument and that the facts therein stated are true and correct to the best of his knowledge, information and belief.



Pierre Fiat

Subscribed and sworn to before me, a notary public, this 14th day of April, 2014



Notary Public

My Commission expires:

1/27/18

