

CLEAN ENERGY FUELS CORP.

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 8/14/2007

Address	3020 OLD RANCH PARKWAY, SUITE 200 SEAL BEACH, California 90740
Telephone	(562) 493-2804
CIK	0001368265
Industry	Natural Gas Utilities
Sector	Utilities
Fiscal Year	12/31

Powered By **EDGAR**Online

<http://www.edgar-online.com/>

© Copyright 2006. All Rights Reserved.

Distribution and use of this document restricted under EDGAR Online's Terms of Use.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CLEAN ENERGY FUELS CORP.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

33-0968580
(I.R.S. Employer
Identification No.)

3020 Old Ranch Parkway, Suite 200
Seal Beach, California
(Address of Principal Executive Offices)

90740
(Zip Code)

**2006 EQUITY INCENTIVE PLAN
AMENDED AND RESTATED 2002 STOCK OPTION PLAN
SPECIAL STOCK OPTION**
(Full Title of the Plans)

Richard R. Wheeler
Chief Financial Officer
Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 200
Seal Beach, California 90740
(Name and Address of Agent For Service)

(562) 493-2804
(Telephone Number, Including Area Code, for Agent For Service)

Copy to:
John J. Hentrich, Esq.
Robert L. Wernli, Jr., Esq.
Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, California 92130-2006

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.0001 per share	2,226,750 shares	\$ 17.935	\$ 39,936,762(2)	\$ 1,226(3)
Common Stock, par value \$0.0001 per share	5,187,500 shares	\$ 2.96 – \$12.00	\$ 40,558,420(4)	\$ 1,245(3)

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement shall cover any additional securities that may from time to time be offered or issued under the adjustment provisions of the employee benefit plan to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rules 457(c) and (h) promulgated under the Securities Act of 1933, as amended, based upon the average of the high and low prices of the registrant's common stock as reported on the Nasdaq Global Market on August 7, 2007.
- (3) No payment of registration fee is being made in connection with the filing of this registration statement. Rather, \$2,472 of the registration fee for this registration statement is being offset, pursuant to Rule 457(p) under the Securities Act of 1933, as amended, by the registration fees paid in connection with unsold securities registered by the registrant under Registration Statement No. 333-137124 (initially filed on September 6, 2006).
- (4) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) promulgated under the Securities Act of 1933, as amended, based upon the respective exercise prices per share, as set forth in the following table:

<u>Number of Shares</u>	<u>Exercise Price Per Share</u> (\$)	<u>Maximum Aggregate</u> <u>Offering Price</u> (\$)
2002 Stock Option Plan 2,377,000	\$ 2.96	\$ 7,035,920
2006 Equity Incentive Plan 2,785,500	\$ 12.00	\$ 33,426,000
Special Stock Option <u>25,000</u>	\$ 3.86	<u>\$ 96,500</u>
5,187,500		\$ 40,558,420

EXPLANATORY NOTE

This registration statement registers the following securities:

- Up to 2,377,000 shares of Common Stock, par value \$0.0001 per share (the “Common Stock”) of Clean Energy Fuels Corp., a Delaware corporation (the “Company”), that may be issued pursuant to outstanding stock options under the Company’s Amended and Restated 2002 Stock Option Plan (the “2002 Plan”);
- Up to 2,785,500 shares of Common Stock that may be issued pursuant to outstanding options under the Company’s 2006 Equity Incentive Plan (the “2006 Plan”);
- Up to 2,226,750 shares of Common Stock reserved for future issuance under the 2006 Plan; and
- 25,000 shares of Common Stock which may be issued pursuant to a special stock option outside of the 2002 Plan or 2006 Plan.

The 2,377,000 shares of Common Stock that may be issued pursuant to outstanding options under the 2002 Plan may also be issued under the 2006 Plan, but only to the extent such options terminate without having been exercised.

As permitted by the rules of the Securities and Exchange Commission, this registration statement omits the information specified in Part I of Form S-8. Document(s) containing the information required by Part I of this registration statement will be sent or given to participants in the plan subject to this registration statement as specified by Rule 428(b)(1) under the Securities Act of 1933. Such document(s) are not filed with the SEC pursuant to Rule 424 under the Securities Act. Such document(s) and the documents incorporated by reference pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents are hereby incorporated by reference into this registration statement:

- (a) The registrant's prospectus dated May 25, 2007 and filed with the SEC on May 25, 2007, pursuant to Rule 424(b) under the Securities Act;
- (b) The registrant's quarterly report on Form 10-Q filed with the SEC on August 14, 2007;
- (c) The registrant's current report on Form 8-K filed with the SEC on June 25, 2007 (except for any information furnished under Item 7.01 that is not being incorporated); and
- (d) The description of the registrant's Common Stock, which is contained in the registration statement on Form 8-A filed with the SEC on May 18, 2007.

In addition, all documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 after the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law provides for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended. Article 7 of the registrant's Amended and Restated Certificate of Incorporation and Article VIII of the registrant's Amended and Restated Bylaws provide for indemnification of the registrant's directors, officers, employees and other agents to the extent and under the circumstances permitted by the Delaware General Corporation Law. The registrant has also entered into agreements with its directors and officers that will require the registrant, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers to the fullest extent allowed.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Index of Exhibits.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that subsections (i) and (ii) next above do not apply if the information required to be included in a post-effective amendment by those subsections is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is

against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Seal Beach, State of California, on August 14, 2007.

CLEAN ENERGY FUELS CORP.

By: /s/ ANDREW J. LITTLEFAIR
Andrew J. Littlefair
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Andrew J. Littlefair and Richard R. Wheeler, jointly and severally, the undersigned's true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for the undersigned and in his name, place and stead, in any and all capacities (including the undersigned's capacity as a director of Clean Energy Fuels Corp.), to sign any or all amendments (including post-effective amendments) to this registration statement and any other registration statement for the same offering, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agent, or his substitute, acting alone, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ ANDREW J. LITTLEFAIR</u> Andrew J. Littlefair	President, Chief Executive Officer (Principal Executive Officer) and a Director	August 14, 2007
<u>/s/ RICHARD R. WHEELER</u> Richard R. Wheeler	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 14, 2007
<u>/s/ WARREN I. MITCHELL</u> Warren I. Mitchell	Chairman of the Board and Director	August 14, 2007
<u>/s/ DAVID R. DEMERS</u> David R. Demers	Director	August 14, 2007
<u>/s/ JOHN S. HERRINGTON</u> John S. Herrington	Director	August 14, 2007
<u>/s/ JAMES C. MILLER III</u> James C. Miller III	Director	August 14, 2007
<u>/s/ BOONE PICKENS</u> Boone Pickens	Director	August 14, 2007
<u>/s/ KENNETH M. SOCHA</u> Kenneth M. Socha	Director	August 14, 2007

INDEX TO EXHIBITS

The following documents are filed as exhibits to this registration statement:

<u>Exhibit No.</u>	<u>Description</u>	<u>Comment</u>
4.1	Specimen Common Stock Certificate	Incorporated by reference to Exhibit 4.1 of the registrant's Form S-1/A, filed March 27, 2007
5.1	Opinion of Sheppard, Mullin, Richter & Hampton LLP regarding validity	
23.1	Consent of KPMG LLP	
23.3	Consent of Sheppard, Mullin, Richter & Hampton LLP	See Exhibit 5.1
24.1	Powers of Attorney	See signature page
99.1	Amended and Restated 2002 Stock Option Plan	
99.2	Form of Notice of Grant of Stock Option and Stock Option Agreement – 2002 Stock Option Plan	Incorporated by reference to Exhibit 10.1 of the registrant's Form S-1, filed September 6, 2006
99.3	Special Stock Option Agreement	
99.4	2006 Equity Incentive Plan	Incorporated by reference to Exhibit 10.2 of the registrant's Form S-1/A, filed March 27, 2007
99.5	Form of Notice of Grant of Stock Option and Stock Option Agreement – 2006 Equity Incentive Plan	

[SHEPPARD, MULLIN, RICHTER & HAMPTON LLP LETTERHEAD]

August 14, 2007

Clean Energy Fuels Corp.
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Clean Energy Fuels Corp., a Delaware corporation (the "Company"), in connection with the filing of a registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended, covering 7,414,250 shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), which may be issued pursuant to the Company's 2006 Equity Incentive Plan (the "2006 Plan"), the Company's 2002 Stock Option Plan (the "2002 Plan") or a special stock option outside of the 2002 Plan or 2006 Plan (the "Special Stock Option"), comprised of:

- a) up to 2,377,000 shares of Common Stock that may be issued pursuant to outstanding stock options under the 2002 Plan;
- b) up to 2,785,500 shares of Common Stock that may be issued pursuant to outstanding options under the 2006 Plan;
- c) up to 2,226,750 shares of Common Stock reserved for issuance for future awards under the 2006 Plan; and
- d) 25,000 shares of Common Stock which may be issued pursuant to the Special Stock Option.

The 2,377,000 shares of Common Stock that may be issued pursuant to outstanding options under the 2002 Plan may also be issued under the 2006 Plan, but only to the extent such options terminate without having been exercised.

This opinion is being furnished in accordance with the requirements of Item 8 of Form S-8 and Item 601(b)(5)(i) of Regulation S-K.

In connection with this opinion, we have reviewed the Registration Statement, the Company's charter documents, the proceedings taken by the Company with respect to the authorization and adoption of the 2006 Plan and 2002 Plan (together, the "Plans") and the Special Stock Option, certificates of government officials, and such other documents, records, certificates, memoranda and other instruments as we deem necessary as a basis for this opinion. With respect to the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as certified or reproduced copies. We have also assumed that either (i) the stock certificates to be issued to represent the Shares (collectively, the "Stock Certificates") will conform to the specimen common stock certificate submitted to us, and such Stock Certificates will be duly executed by the Company and countersigned by the transfer agent therefor in accordance with Section 158 of the Delaware General Corporation Law ("Section 158"), or (ii) the Shares will be uncertificated in accordance with Section 158 and the Company's Bylaws, and the transfer agent therefor will register the purchaser thereof as the registered owner of any uncertificated Shares on its stock transfer books and records. We have further assumed that (a) shares currently reserved will remain available for the issuance of the Shares, and (b) neither the Company's charter documents nor any of the proceedings relating to either Plan or to the Special Stock Option, or any of the option agreements relating to the Shares, will be rescinded, amended or otherwise modified prior to the issuance of the Shares. We have obtained from the officers of the Company certificates as to certain factual matters and, insofar as this opinion is based on matters of fact, we have relied on such certificates without independent investigation.

Based on the foregoing review, and in reliance thereon, we are of the opinion that if, as and when the Shares are issued and sold by the Company in accordance with the terms of the stock option or other agreements provided for under the applicable Plan or the Special Stock Option, as applicable, and payment in full of the consideration therefor is received by the Company, the Shares will be validly issued, fully paid and nonassessable.

We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement.

We express no opinion as to matters governed by any laws other than the Delaware General Corporation Law, the applicable provisions of the Delaware Constitution and reported decisions of the Delaware courts interpreting these respective laws.

Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares, the Plans, the Special Stock Option, the option or other agreements related to the Shares, or the Registration Statement.

Respectfully submitted,

/s/ Sheppard, Mullin, Richter & Hampton

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Clean Energy Fuels Corp.:

We consent to the incorporation by reference in the registration statement on Form S-8 of Clean Energy Fuels Corp. and subsidiaries of our report dated March 23, 2007, with respect to the consolidated balance sheets of Clean Energy Fuels Corp. and subsidiaries as of December 31, 2006 and 2005, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows for each of the years in the three-year period ended December 31, 2006, and the related financial statement schedule, which report appears in its registration statement (No. 333-137124) on Form S-1.

Our report dated March 23, 2007 refers to the adoption of the fair value method of accounting for stock-based compensation as required by Statement of Financial Accounting Standards No. 123(R), *Share-Based Payment*.

/s/ KPMG LLP

Los Angeles, California
August 10, 2007

CLEAN ENERGY FUELS CORP.
AMENDED AND RESTATED 2002 STOCK OPTION PLAN

1. **Purpose of the Plan** . The purpose of this Amended and Restated Clean Energy Fuels Corp. 2002 Stock Option Plan is to offer certain Employees, Non-Employee Directors, and Consultants the opportunity to acquire a proprietary interest in the Company by the grant of options to purchase Common Stock. Through this Plan, the Company and its subsidiaries seek to attract, motivate, and retain highly competent persons. The success of the Company and its affiliates are dependent upon the efforts of these persons. An Option granted under the Plan may be a Non-Statutory Stock Option or an Incentive Stock Option, as determined by the Administrator. Effective May 24, 2007, this Plan is no longer available for new Option grants.

2. **Definitions** . As used herein, the following definitions shall apply.

“2006 Plan” shall mean the Clean Energy Fuels Corp. 2006 Equity Incentive Plan.

“Act” shall mean the Securities Act of 1933, as amended.

“Administrator” shall mean the Board or any one of the Committees.

“Affiliate” shall mean any parent or subsidiary (as defined in Sections 424(e) and (f) of the Code) of the Company.

“Board” shall mean the Board of Directors of the Company

“Cause” shall have the meaning given to it under Delaware law, as interpreted by the Administrator.

“Change in Control” shall mean: (i) the acquisition by any entity, person, or group (other than the Company, any one of its Affiliates, or an employee benefit plan maintained by the Company or any one of its Affiliates) of beneficial ownership of 50% or more of the outstanding voting stock of the Company; (ii) the occurrence of a transaction requiring stockholder approval for the acquisition of the Company by the purchase of stock or assets, or by merger, or otherwise; or (iii) the election during any period of 24 months or less of 50% or more of the members of the Board without the approval of the nomination of such members by a majority of the Board consisting of members who were serving at the beginning of such period.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Committee” shall mean a committee appointed by the Board in accordance with Section 3 below.

“Common Stock” shall mean the common stock of the Company, .0001 par value.

“Company” shall mean Clean Energy Fuels Corp., a Delaware corporation.

“Consultant” shall mean any natural person who performs bona fide services for the Company or an Affiliate as a consultant or advisor, excluding Employees and Non-Employee Directors; provided, however, that such services must not be in connection with the offer or sale of securities in a capital raising transaction, and such person does not directly or indirectly promote or maintain a market for the Company’s securities.

“Date of Exercise” shall mean the date on which the Company shall have received written notice of the Option exercise accompanied by the Exercise Price.

“Date of Grant” shall mean the effective date on which the Administrator grants an Option to an Optionee.

“Disability” shall mean total and permanent disability as defined in Section 22(e)(3) of the Code.

“Employee” shall mean any individual who is a common-law employee of the Company or an Affiliate.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Exercise Price” shall mean the exercise price of a share of Optioned Stock.

“Fair Market Value” shall mean, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation, the Nasdaq National Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day prior to the time of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the Common Stock quoted by such recognized securities dealer on the last market trading day prior to the day of determination; or

(iii) In the absence of an established market for the Common Stock, its Fair Market Value shall be determined, in good faith, by the Administrator.

For purposes of (iii) above, the Administrator may, but is not required to, engage an outside valuation firm to help it determine the Fair Market Value of a Share, and such firm may use such valuation method(s) as are standard in its profession to value non-public companies.

“Incentive Stock Option” shall mean an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

“Non-Employee Director” shall mean a non-employee member of the Board.

“Non-Statutory Stock Option” shall mean an Option not intended to qualify as an Incentive Stock Option.

“Option” shall mean a stock option granted pursuant to the Plan.

“Option Agreement” shall mean a written agreement that evidences an Option in such form as the Administrator shall approve from time to time.

“Optioned Stock” shall mean the Common Stock subject to an Option.

“Optionee” shall mean any person who receives an Option.

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, an investment fund, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

“Plan” shall mean the Amended and Restated Clean Energy Fuels Corp. 2002 Stock Option Plan.

“Qualified Note” shall mean a recourse note, with a market rate of interest, that may, at the discretion of the Administrator, be secured by the Optioned Stock or otherwise.

“Rule 16b-3” shall mean Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3.

“Section 280G Approval” shall mean the stockholder approval obtained in compliance with the requirements of Code Section 280G(b)(5)(B), as amended, and any successor thereof, and the regulations or proposed regulations promulgated thereunder, as determined by the Administrator in its sole discretion.

“Service” shall mean the performance of services for the Company (or any Affiliate) by an Employee, Non-Employee Director, or Consultant, as determined by the Administrator in its sole discretion. Service shall not be considered interrupted in the case of: (i) a change of status (*i.e.* , from Employee to Consultant, Non-Employee Director to Consultant, or any other combination); (ii) transfers between locations of the Company or between the Company and any Affiliate; or (iii) a leave of absence approved by the Company or an Affiliate. A leave of absence approved by the Company or an Affiliate shall include sick leave, military leave, or any other personal leave approved by an authorized representative of the Company or an Affiliate.

“Service Provider” shall mean an Employee, Non-Employee Director, or Consultant.

“SFAS No. 123(R)” shall mean Statement of Financial Accounting Standards No. 123 (revised December 2004), *Share-Based Payment* , as amended, and any successor thereof.

“Share” shall mean a share of Common Stock.

“Taxes” shall mean the federal, state, and local income and employment tax liabilities incurred by the Optionee in connection with his/her Options.

“10% Stockholder” shall mean the owner of stock (as determined under Section 424(d) of the Code) possessing more than 10% of the total combined voting power of all classes of stock of the Company (or any Affiliate).

“Termination Date” shall mean the date on which an Optionee’s Service terminates, as determined by the Administrator in its sole discretion.

3. Administration of the Plan

(a) Initial Plan Administration. Prior to the date, if any, upon which the Company becomes subject to the Exchange Act, the Plan shall be administered by the Board or a committee appointed by the Board.

(b) Plan Procedure after the Date, if any, upon Which the Company becomes Subject to the Exchange Act.

(i) Multiple Administrative Bodies. The Plan may be administered by different Committees with respect to different groups of Service Providers.

(ii) Section 162(m). To the extent that the Administrator determines that it is desirable to qualify Options as “performance-based compensation” within the meaning of Section 162(m) of the Code, the Plan shall be administered by a Committee of two or more “outside directors” within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder shall be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration. Other than as provided for above, the Plan shall be administered by (A) the Board or (B) a Committee, which Committee shall be constituted to satisfy applicable laws.

(c) Powers of the Administrator. Subject to the provisions of the Plan and in the case of specific duties delegated by the Administrator, and subject to the approval of relevant authorities, including the approval, if required, of any stock exchange or national market system upon which the Common Stock is then listed, the Administrator shall have the authority, in its sole discretion:

(i) to determine the Fair Market Value of the Common Stock;

(ii) to select the Service Providers to whom Options may, from time to time, be granted under the Plan;

(iii) to determine whether and to what extent Options are granted under the Plan;

(iv) to determine the number of Shares that are covered by an Option;

(v) to approve the terms of the Option Agreements;

(vi) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Option. Such terms and conditions may include, but are not limited to, the Exercise Price, the status of an Option (Non-Statutory Stock Option or Incentive Stock Option), the time or times when the Option may be exercised, any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding the Option or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vii) to determine the method of payment of the Exercise Price;

(viii) to reduce the Exercise Price of any Option to the then current Fair Market Value if the Fair Market Value of the Optioned Stock has declined since the Date of Grant of such Option;

(ix) to delegate to others responsibilities to assist in administering the Plan; and

(x) to construe and interpret the terms of the Plan, Option Agreements, and any other documents related to the Options.

(d) Effect of Administrator's Decision. All decisions, determinations, and interpretations of the Administrator shall be final and binding on all Optionees and any other holders of any Options. The Administrator's decisions and determinations under the Plan need not be uniform and may be made selectively among Optionees whether or not such Optionees are similarly situated.

(e) Liability. No member of the Committee shall be personally liable by reason of any contract or other instrument executed by such member or on his/her behalf in his/her capacity as a member of the Committee for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or bad faith. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power the Company may have to indemnify them or hold them harmless.

4. Stock Subject To The Plan.

(a) Basic Limitation. The total number of Shares subject to issuance under the Plan may not exceed 2,737,750, subject to adjustment pursuant to Section 8. Shares to be delivered under the Plan may consist, in whole or in part, of authorized but unissued Shares, or Shares purchased by the Company on the open market or by private purchase.

(b) Additional Shares. In the event that any outstanding Option expires or is canceled or otherwise terminated, the Shares allocable to the unexercised portion of such Option shall no longer be available for the purposes of the Plan, but instead will become available for issuance under the 2006 Plan. In the event that Shares issued under the Plan are reacquired by the Company at their original purchase price, such Shares shall no longer be available for the purposes of the Plan but instead will become available for issuance under the 2006 Plan. The aggregate number of Shares which may be issued upon the exercise of Incentive Stock Options shall in no event exceed 2,737,750 Shares, subject to adjustment pursuant to Section 8.

5. Eligibility. The persons eligible to participate in the Plan shall be limited to Employees, Non-Employee Directors, and Consultants who have the potential to impact the long-term success of the Company and/or its Affiliates and who have been selected by the Administrator to participate in the Plan; provided, however, Employees and Non-Employee Directors of a parent of the Company are not eligible to participate in the Plan.

6. Option Terms. Each Option shall be evidenced by an Option Agreement, in the form approved by the Administrator and may contain such provisions as the Administrator deems appropriate; provided, however, that each Option Agreement shall comply with the terms specified below. Each Option Agreement evidencing an Incentive Stock Option shall, in addition, be subject to Section 7 below.

(a) Exercise Price.

(i) The Exercise Price of an Option shall be determined by the Administrator but shall not be less than 100% (110% in the case of a person who owns, on the Date of Grant of such Option, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any affiliate) of the Fair Market Value of a Share on the Date of Grant of such Option.

(ii) The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator and may consist entirely of (A) cash, (B) check or wire transfer, (C) subject to any conditions or limitations established by the Administrator, other Shares that have a Fair Market Value on the date of surrender or attestation that does not exceed the aggregate exercise price of the Shares as to which said Option shall be exercised, (D) consideration received by the Company under a broker-assisted sale and remittance program acceptable to the Administrator to the extent that this procedure would not violate Section 402 of the Sarbanes-Oxley Act of 2002, as amended; (E) subject to any conditions or limitations established by the Administrator, the Company's retention of so many of the Shares that would otherwise have been delivered upon exercise of the Option

as have a Fair Market Value on the exercise date not exceeding the aggregate exercise price of all Shares as to which the Option is being exercised, provided that the Option is surrendered and cancelled as to such Shares, (F) a Qualified Note, (G) such other consideration and method of payment for the issuance of Shares to the extent permitted by applicable laws, or (H) any combination of the foregoing methods of payment.

(b) Vesting. Any Option granted hereunder shall be exercisable and shall vest at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement, but in the case of an Optionee who is not an officer of the Company, a Non-Employee Director, or a Consultant, an Option or Shares purchased thereunder shall vest at a rate of at least 20% per year. An Option may not be exercised for a fraction of a Share.

(c) Term of Options. No Option shall have a term in excess of 10 years measured from the Date of Grant of such Option.

(d) Procedure for Exercise. An Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option Agreement by the person entitled to exercise the Option and full payment of the applicable Exercise Price for the Share being exercised has been received by the Administrator. Full payment may, as authorized by the Administrator, consist of any consideration and method of payment allowable under Subsection (a)(ii) above.

(e) Effect of Termination of Service.

(i) Termination of Service. Upon termination of an Optionee's Service, other than due to death, Disability, or Cause, the Optionee may exercise his/her Option, but only on or prior to the date that is 30 days following the Optionee's Termination Date, and only to the extent that the Optionee was entitled to exercise such Option on the Termination Date (but in no event later than the expiration of the term of such Option, as set forth in the Notice of Stock Option Grant to the Option Agreement). If, on the Termination Date, the Optionee is not entitled to exercise the Optionee's entire Option, the Shares covered by the unexercisable portion of the Option shall become available for issuance under the 2006 Plan. If, after termination of Service, the Optionee does not exercise his/her Option within the time specified herein, the Option shall terminate, and the Optioned Stock shall become available for issuance under the 2006 Plan.

(ii) Disability of Optionee. In the event of termination of an Optionee's Service due to his/her Disability, the Optionee may exercise his/her Option, but only on or prior to the date that is twelve months following the Termination Date, and only to the extent that the Optionee was entitled to exercise such Option on the Termination Date (but in no event later than the expiration date of the term of his/her Option, as set forth in the Notice of Stock Option Grant to the Option Agreement). To the extent the Optionee is not entitled to exercise the Option on the Termination Date, or if the Optionee does not exercise the Option to the extent so entitled within the time specified herein, the Option shall terminate, and the Optioned Stock shall become available for issuance under the 2006 Plan.

(iii) Death of Optionee. In the event that an Optionee should die while in Service, the Optionee's Option may be exercised by the Optionee's estate or by a person who has acquired the right to exercise the Option by bequest or inheritance, but only on or prior to the date that is twelve months following the date of death, and only to the extent that the Optionee was entitled to exercise the Option at the date of death (but in no event later than the expiration date of the term of his/her Option, as set forth in the Notice of Stock Option Grant to the Option Agreement). If, at the time of death, the Optionee was not entitled to exercise his/her entire Option, the Shares covered by the unexercisable portion of the Option shall become available for issuance under the 2006 Plan. If after death, the Optionee's estate or a person who acquires the right to exercise the Option by bequest or inheritance does not exercise the Option within the time specified herein, the Option shall terminate, and the Optioned Stock shall become available for issuance under the 2006 Plan.

(iv) Cause. In the event of termination of an Optionee's Service due to Cause, the Optionee's Options shall terminate on the Termination Date.

(v) The Administrator shall have complete discretion, exercisable either at the time an Option is granted or at any time while the Option remains outstanding, to:

(A) extend the period of time for which the Option is to remain exercisable following the Optionee's cessation of Service from the limited exercise period otherwise in effect for that Option to such greater period of time as the Administrator shall deem appropriate, but in no event beyond the expiration of the Option term; and/or

(B) permit the Option to be exercised, during the applicable post-Service exercise period, not only with respect to the number of vested Shares for which such Option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more additional installments in which the Optionee would have vested had the Optionee continued in Service.

(f) Stockholder Rights. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such certificate promptly upon exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 8 below.

(g) Repurchase Rights. Shares purchased upon exercise of an Option shall be subject to such Company repurchase rights as the Administrator shall deem appropriate. These repurchase rights shall be set forth in the Option Agreement and the Stock Restriction Agreement attached to the Option Agreement, and shall comply with the terms specified below. If the Company has a right to repurchase the Optioned Stock upon termination of the Optionee's

Service, then the Company shall repurchase such Shares (if at all) at: (i) their Fair Market Value on the Optionee's Termination Date; or (ii) their original Exercise Price (provided that the right to repurchase the Shares of an Optionee (who is not an officer of the Company, a Non-Employer Director, or a Consultant) at their original Exercise Price lapses at the rate of at least 20% of the Shares per year from the Date of Grant of the Option). The Company must exercise such repurchase right, if at all, within 90 days after the Optionee's Termination Date (or in the case of Shares issued upon exercise of an Option after the Termination Date, within 90 days after the date of exercise) for cash or for cancellation of indebtedness incurred in purchasing the Shares. The right to repurchase the Shares at their Fair Market Value shall terminate when the Common Stock becomes publicly traded.

(h) Non-transferability of Options. Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee.

7. Incentive Stock Options. The terms specified below shall be applicable to all Incentive Stock Options, and these terms shall, as to such Incentive Stock Options, supersede any conflicting terms in Section 6 above. Options which are specifically designated as Non-Statutory Stock Options when issued under the Plan shall not be subject to the terms of this Section.

(a) Eligibility. Incentive Stock Options may only be granted to Employees.

(b) Exercise Price. The Exercise Price of an Incentive Stock Option shall not be less than 100% of the Fair Market Value of a Share on the Date of Grant of such Option, except as otherwise provided in Section 7(d) below.

(c) Dollar Limitation. In the case of an Incentive Stock Option, the aggregate Fair Market Value of the Optioned Stock (determined as of the Date of Grant of each Option) with respect to Options granted to any Employee under the Plan (or any other option plan of the Company or any Affiliate) that may for the first time become exercisable as Incentive Stock Options during any one calendar year shall not exceed the sum of \$100,000. To the extent the Employee holds two or more such Options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability of such Options as Incentive Stock Options shall be applied on the basis of the order in which such Options are granted. Any Options in excess of such limitation shall automatically be treated as Non-Statutory Stock Options.

(d) 10% Stockholder. If any Employee to whom an Incentive Stock Option is granted is a 10% Stockholder, then the Exercise Price shall not be less than 110% of the Fair Market Value of a Share on the Date of Grant of such Option, and the Option term shall not exceed five years measured from the Date of Grant of such Option.

(e) Change in Status. In the event of an Optionee's change of status from Employee to Consultant or to Non-Employee Director, an Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Statutory Stock Option three months and one day following such change of status.

(f) Approved Leave of Absence. If an Optionee is on an approved leave of absence, and the Optionee's reemployment upon expiration of such leave is not guaranteed by statute or contract, including Company policies, then on the 91st day of such leave any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Statutory Stock Option.

8. Adjustments Upon Changes in Capitalization

(a) Changes in Capitalization. The number of Shares subject to the Plan, as set forth in Section 4(a), the number of Shares which may be issued upon the exercise of Incentive Stock Options, as set forth in Section 4(b), and the number of Shares subject to each outstanding Option (as well as the Exercise Price per Share covered by each such outstanding Option) shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding Shares resulting from a stock split, reverse stock split, stock dividend, recapitalization, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued and outstanding Shares, effected without the receipt of consideration by the Company. Such adjustment shall be made by the Administrator so that the adjustment shall not result in an accounting consequence under SFAS No. 123(R). The Administrator's determination with respect to the adjustment shall be final, binding, and conclusive.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. In such event, the Administrator, in its discretion, may provide for an Optionee to fully vest in his/her Option. In addition, the Administrator may provide that any Company repurchase option applicable to any Shares purchased upon exercise of an Option shall lapse as to all such Shares. To the extent it has not been previously exercised, an Option will terminate upon dissolution or liquidation of the Company.

9. Change in Control

(a) Except as otherwise provided for in the Optionee's Option Agreement, in the event of a Change in Control, the Company and the successor corporation, if any, may agree (without the Optionee's consent):

(i) that, subject to Subsection (b) below, all Options that are outstanding on the date that immediately precedes the date of the Change in Control shall become exercisable on the date that immediately precedes the date of the Change in Control and the Administrator shall notify the Optionees of their Options' exercisability at least 21 days prior to the date of the Change in Control so that the Optionees can decide whether or not to exercise their Options on the date that immediately precedes the date of the Change in Control. Effective as of the date of the Change in Control, the Plan shall terminate and all unexercised Options shall be cancelled;

(ii) to terminate the Plan and cancel all outstanding Options effective as of the date of the Change in Control without the payment of any consideration; provided, however, that the Company shall notify the Optionees of their Options' cancellation at least 21 days prior to the date of the Change in Control so that the Optionees can exercise those Options that are otherwise exercisable before they are cancelled;

(iii) that the successor corporation or its parent shall assume the Plan and all outstanding Options effective as of the date of the Change in Control;

(iv) to terminate the Plan and cancel all outstanding Options effective as of the date of the Change in Control and replace such Options with comparable options in the successor corporation or parent thereof (the determination of comparability shall be made by the Administrator, and its determination shall be final, binding, and conclusive);

(v) to terminate the Plan and cancel all outstanding Options effective as of the date of the Change in Control and, subject to Subsection (b) below, deliver to the Optionee in lieu thereof the difference between the Fair Market Value of a Share on the date of the Change in Control and the Exercise Price of the Optionee's Option, multiplied by the number of Shares to which the Option relates; or

(vi) to terminate the Plan and cancel all outstanding Options effective as of the date of the Change in Control and deliver to the Optionee in lieu thereof the difference between the Fair Market Value of a Share on the date of the Change in Control and the Exercise Price of the Optionee's Option, multiplied by the number of vested Shares that the Optionee would have received had he/she exercised the Option. For purposes of this Subsection, an Optionee shall be deemed to be vested in a Share as determined by the Administrator.

(b) Notwithstanding the foregoing, unless Section 280G Approval has been obtained, no acceleration of exercisability or payment shall occur under Subsection (a) above to the extent that such acceleration or payment would, after taking into account any other payments in the nature of compensation to which the Optionee would have a right to receive from the Company and any other Person contingent upon the occurrence of such Change in Control, result in a "parachute payment" as defined in Section 280G(b)(2) of the Code.

(c) The outstanding Options shall in no way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

10. Cancellation and Regrant of Options. The Administrator shall have the authority to effect, at any time and from time to time, with the consent of the affected Optionee, the cancellation of any or all outstanding Options and to grant in substitution under the 2006 Plan new Options covering the same or a different number of Shares but with an Exercise Price per Share based on the Fair Market Value per Share on the new Date of Grant of the Option.

11. Share Escrow/Legends. Unvested Shares issued under the Plan may, in the Administrator's discretion, be held in escrow by the Company until the Optionee's interest in such Shares vests or may be issued directly to the Optionee with restrictive legends on the certificates evidencing those unvested Shares.

12. Tax Withholding.

(a) The Company's obligation to deliver Shares upon the exercise of Options or vesting of such Shares under the Plan shall be subject to the satisfaction of all applicable federal, state and local income and employment tax withholding requirements.

(b) The Administrator may, in its discretion, provide any or all holders of Non-Statutory Stock Options or unvested Shares under the Plan with the right to use previously vested Shares in satisfaction of all or part of the Taxes incurred by such holders in connection with the exercise of their Options or the vesting of their Shares; provided, however, that this form of payment shall be limited to the withholding amount calculated using the minimum statutory rates. Such right may be provided to any such holder in either or both of the following formats:

(i) Stock Withholding : The election to have the Company withhold, from the Shares otherwise issuable upon the exercise of such Non-Statutory Stock Option or the vesting of such Shares, a portion of those Shares with an aggregate Fair Market Value equal to the Taxes calculated using the minimum statutory rates.

(ii) Stock Delivery : The election to deliver to the Company, at the time the Non-Statutory Stock Option is exercised or the Shares vest, one or more Shares previously acquired by such holder (other than in connection with the Option exercise or Share vesting triggering the Taxes) with an aggregate Fair Market Value equal to the Taxes calculated using the minimum statutory rates.

13. Effective Date and Term of the Plan; Plan No Longer Available for New Grants. The Plan became effective on December 12, 2002, the date of its adoption by the Board, and was ratified by the stockholders of the Company within 12 months of the adoption date. Effective May 24, 2007, the Plan is no longer available for new Option grants. The Plan was amended and restated on August 10, 2007. Unless sooner terminated by the Administrator, the Plan shall continue until the day prior to the tenth anniversary of the date on which the Board adopted the Plan; provided, however, that the Plan shall terminate automatically if no Options granted under the Plan are outstanding. The termination of the Plan shall not affect any Shares previously issued or any Option previously granted under the Plan.

14. Time of Granting; Options. The Date of Grant of an Option shall, for all purposes, be the date on which the Administrator makes the determination to grant such Option, or such other date as determined by the Administrator. Notice of the determination shall be given to each Service Provider to whom an Option is so granted within a reasonable period of time after the date of such grant.

15. Amendment and Termination of the Plan

(a) Amendment and Termination. The Board may at any time amend, alter, suspend, or discontinue the Plan, but no amendment, alteration, suspension, or discontinuation shall be made which would impair the rights of any Optionee under any grant theretofore made without his/her consent. In addition, to the extent necessary and desirable to comply with Section 422 of the Code (or any other applicable law or regulation, including the requirements of any stock exchange or national market system upon which the Common Stock is then listed), the Company shall obtain stockholder approval of any Plan amendment in such a manner and to such a degree as required.

(b) Effect of Amendment and Termination. Any such amendment or termination of the Plan shall not affect Options already granted, and such Options shall remain in full force and effect as if this Plan had not been amended or terminated, unless mutually agreed otherwise between the Optionee and the Board, which agreement must be in writing and signed by the Optionee and the Company.

16. Regulatory Approvals

(a) The implementation of the Plan, the granting of any Option and the issuance of any Shares upon the exercise of any granted Option shall be subject to the Company's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the Options granted under it, and the Shares issued pursuant to it.

(b) No Shares or other assets shall be issued or delivered under the Plan unless and until there shall have been compliance with all applicable requirements of federal and state securities laws, including the filing and effectiveness of the Form S-8 registration statement (if required) for the Shares issuable under the Plan, and all applicable listing requirements of any stock exchange (or the Nasdaq National Market, if applicable) on which Common Stock is then listed for trading (if any).

17. No Employment/Service Rights. Nothing in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining such person) or of the Optionee, which rights are hereby expressly reserved by each, to terminate such person's Service at any time for any reason, with or without cause.

18. [RESERVED]

19. Financial Reports. The Company shall make available to the Optionees and the stockholders who have received Shares under the Plan a balance sheet and an income statement at least annually, unless such individual is a key Employee whose duties in connection with the Company (or any Affiliate) assure such individual access to equivalent information.

20. Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Act, including the Company's initial public offering, the Optionee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Plan without the prior written consent of the Company or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time

following the date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed 180 days. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Plan until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Section. This Section shall not apply to Shares registered in the public offering under the Act, and the Optionee shall be subject to this Section only if the directors and officers of the Company are subject to similar arrangements.

21. Stock Restriction Agreement. Notwithstanding any other provision of this Plan, the Administrator may condition the initial exercise of an Option upon the Optionee and, if applicable, his/her spouse, entering into a Stock Restriction Agreement. The certificates evidencing the Shares issued to the Optionee pursuant to this Plan shall bear the legend required by the Stock Restriction Agreement. This provision may be waived by the Company in writing and shall terminate when the Common Stock becomes publicly traded.

22. Governing Law. This Plan shall be governed by Delaware law, applied without regard to conflict of law principles.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this Amended and Restated 2002 Stock Option Plan effective as of August 10, 2007.

CLEAN ENERGY FUELS CORP.

By: Richard R. Wheeler

Its: Chief Financial Officer

**CLEAN ENERGY FUELS CORP.
STOCK OPTION AGREEMENT**

In consideration for your services, Clean Energy Fuels Corp. (the "Company") hereby grants you an option to purchase shares of common stock of the Company ("Shares") under the terms and conditions set forth in this Stock Option Agreement (this "Agreement"), as follows:

1. NOTICE OF STOCK OPTION GRANT

Name of Optionee:	G. Michael Boswell
Total Number of Shares Granted: ("Optioned Stock")	25,000
Type of Option:	<input type="checkbox"/> Incentive Stock Option <input checked="" type="checkbox"/> Non-Statutory Stock Option
Exercise Price per Share:	\$3.86
Date of Grant:	May 17, 2006
Date Exercisable:	This option will vest equally over a three-year period but will fully vest and become 100% exercisable, in whole or in part, on the date of an underwritten public offering ("Initial Public Offering") pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of the Company's common stock. Notwithstanding the foregoing, this option may be exercised with respect to 100% of the Optioned stock upon a Change in Control; provided, that a Termination Date had not occurred prior to such Change in Control.
Termination Period:	If the optionee dies, this option will terminate 12 months after the optionee's death, or if earlier, on the Expiration Date set forth below. In no event may this option be exercised after the Expiration Date.
Expiration Date:	May 17, 2016

2. AGREEMENT

In consideration of the mutual obligations contained herein, it is hereby agreed:

2.1 Grant of Option. The Company hereby grants to the optionee named in Notice of Stock Option Grant set forth as Section 1 of this Agreement (“Optionee”) on the date of grant stated in the Notice of Stock Option Grant (“Date of Grant”) the option to purchase, at the exercise price set forth in the Notice of Stock Option Grant (“Exercise Price”), the number of shares of common stock of the Company (“Shares”) stated in the Notice of Stock Option Grant. This option is intended to be a non-statutory stock option.

2.2 Exercise of Option. Subject to the other conditions set forth in this Agreement, all or part of this option may be exercised before its expiration at the time or times set forth in the Notice of Stock Option Grant.

2.3 Term of Option. This option shall terminate, and all rights to purchase Shares hereunder shall cease, on the expiration date stated in the Notice of Stock Option Grant, or pursuant to the termination period set forth in the Notice of Stock Option Grant, if earlier.

2.4 Non-Transferability of Option. This option shall be non-transferable by the Optionee other than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of the Optionee only by the Optionee or by the Optionee’s guardian or legal representative. After the death of the Optionee, this option may be exercised, if exercisable, before its termination by the Optionee’s legal representative, heir, or legatee. Upon any attempt to sell, transfer, assign, pledge, hypothecate, or otherwise dispose of this option (a “Transfer”), or of any right or privilege conferred hereby, contrary to the provisions hereof, or upon any attempted sale under any execution, attachment, or similar process upon the rights and privileges conferred hereby, this option and the rights and privileges conferred hereby shall immediately be nullified. Until written notice of any permitted passage of rights under this option shall have been given to and received by the Secretary of the Company, the Company may, for all purposes, regard the Optionee as the holder of this option.

2.5 Method of Exercise. The rights granted under this Agreement may be exercised by the Optionee, or by the person or persons to whom the Optionee’s rights under this Agreement shall have passed under the provisions of Section 2.4 hereof, by delivering to the Company in care of its Secretary at the Company’s principal office, written notice of the number of Shares with respect to which the rights are being exercised, accompanied by this Agreement for appropriate endorsement by the Company, such investment letter as may be required by Section 2.11 hereof, payment of the Exercise Price, and such other representations and agreements as may be required by the Company’s board of directors (the “Board”). The Exercise Price may be paid in (i) cash, (ii) check, (iii) other Shares having a fair market value (as determined by the Board) on the date of surrender or attestation equal to the aggregate Exercise Price, (iv) consideration received by the Company under a broker-assisted sale and remittance program acceptable to the Board, (v) the Company’s retention of so many of the Shares that would otherwise have been delivered upon exercise of the Option as have a fair market value (as determined by the Board) on the exercise date equal to the aggregate Exercise Price of all Shares

as to which the Option is being exercised, in which case the Option shall be surrendered and cancelled as to such Shares, or (vi) any combination of the foregoing methods of payment.

2.6 Regulatory Compliance. The issue and sale of Shares pursuant to this Agreement shall be subject to full compliance with all then applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Company's common stock may be listed or traded.

2.7 Legends. The certificates evidencing the Shares issued upon exercise of this option, if any, shall bear the following legend, if applicable, at the time of exercise:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF SUCH ACT OR SUCH LAWS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.”

2.8 Amendment and Termination. This Agreement may be amended or terminated only by written agreement between the Company and the Optionee.

2.9 Withholding Tax. As a condition to the exercise of this option, the Optionee shall make such arrangements as the Board may require for the satisfaction of any federal, state, and local income and employment tax withholding requirements that may arise in connection with such exercise. The Optionee shall also make such arrangements as the Board may require for the satisfaction of any federal, state, and local income and employment tax withholding requirements that may arise in connection with the disposition of Shares purchased by exercising this option. The Optionee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Optionee's salary) in cash or check. At the Board's election, the Optionee may pay the withholding amount with Shares or by the Company's withholding Shares that otherwise would be issued to the Optionee pursuant to exercise of the Option; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates interpreted in accordance with applicable accounting requirements, or consideration received by the Company under a broker-assisted sale and remittance program acceptable to the Board.

2.10 Holder of Shares. Neither the Optionee nor the Optionee's legal representative, legatee, or distributee shall be or be deemed a holder of any Shares subject to this option unless and until such person has been issued a certificate or certificates therefor. No adjustment will be made for dividends or other rights for which the record date precedes the date such stock certificate or certificates are so issued.

2.11 Investment Covenant. The Optionee represents that the Optionee is acquiring this option for the Optionee's own account and not with a view to, or for sale in connection with, any distribution of the option. The Optionee further represents that if the Optionee exercises this option in whole or in part at a time when there is not in effect under the

Securities Act of 1933, as amended, a registration statement relating to the Shares issuable upon exercise hereof and there is not available for delivery a prospectus meeting the requirements of Section 10(a)(3) of such Act, (i) the Optionee will acquire the Shares upon such exercise for the purpose of investment and not with a view to the distribution thereof; (ii) if requested by the Company, upon such exercise of this option, the Optionee will furnish to the Company an investment letter in form acceptable to it; (iii) if requested by the Company, before selling or offering for sale any such Shares, the Optionee will furnish the Company with an opinion of counsel satisfactory to it to the effect that such sale may lawfully be made and will furnish it with such certificates as to factual matters as it may reasonably request; and (iv) certificates representing such shares may be marked with an appropriate legend describing such conditions precedent to sale or transfer. Any person or persons entitled to exercise this option under the provision of Section 2.4 hereof shall furnish to the Company letters, opinions, and certificates to the same effect as would otherwise be required of the Optionee.

2.12 Changes in Capitalization. The number of Shares covered by this Option and the Exercise Price per Share covered by this Option shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding Shares resulting from a stock split, reverse stock split, stock dividend, recapitalization, combination or reclassification of the Company's common stock, or any other increase or decrease in the number of issued and outstanding Shares, effected without the receipt of consideration by the Company. The Board's determination with respect to the adjustment shall be binding and conclusive.

2.13 Change in Control. If before the Company's Initial Public Offering, (i) any entity, person, or group (other than the Company, or its parent or a subsidiary, or an employee benefit plan maintained by the Company or any parent or subsidiary) acquires beneficial ownership of more than 50% of the outstanding voting stock of the Company; (ii) a transaction occurs requiring shareholder approval for the acquisition of the Company by the purchase of stock or assets, by merger, or otherwise; or (iii) during any period of 24 months or less, 50% or more of the members of the Board are elected without the approval of the nomination of such members by a majority of the Board consisting of members who were serving at the beginning of such period (any such event being a "Change in Control"), this option will vest and become 100% exercisable, in whole or in part.

2.14 Nondisclosure. The grant and terms of this option are confidential and may not be disclosed by Optionee to any other person, including other employees of the Company, without the express written consent of the Board. Notwithstanding the foregoing, the Optionee may disclose the grant and terms of this option to the Optionee's family member, financial advisor, and attorney. Any breach of this provision shall be deemed a material breach of this Agreement.

2.15 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware.

2.16 Severability. If any provision of this Agreement is for any reason held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement,

and the parties shall use their best efforts to substitute a valid, legal, and enforceable provision that, insofar as practicable, implements the purposes and intents of this Agreement.

2.17 Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

2.18 Rights to Future Employment. This option does not confer upon the Optionee any right to continue in the employ or service of the Company or any affiliated company, nor does it limit the right of the Company to terminate the employment or service of the Optionee at any time.

2.19 Market Standoff. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, including the Company's Initial Public Offering, the Optionee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its underwriters. Such restriction (the "Market Standoff") shall be in effect for such period following the date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed 180 days. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization, or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted, or additional securities that are by reason of such transaction distributed with respect to any Shares subject to the Market Standoff, or into which such Shares thereby become convertible, shall immediately be subject to the Market Standoff. In order to enforce the Market Standoff, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable standoff period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Section. This Section shall not apply to Shares registered in the public offering under the Act.

2.20 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations, or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Date of Grant.

CLEAN ENERGY FUELS CORP.

Date: May 18, 2006

By: /s/ Andrew J. Littlefair
Andrew J. Littlefair

Its: President and Chief Executive Officer

G. MICHAEL BOSWELL

Date: May 18, 2006

/s/ G. Michael Boswell
Signature

**CLEAN ENERGY FUELS CORP.
2006 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT**

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Clean Energy Fuels Corp. 2006 Equity Incentive Plan (the "Plan").

1. Grant of Option. The Administrator hereby grants to the optionee named in the Notice of Stock Option Grant (the "Optionee") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), subject to the terms and conditions of this Option Agreement and the Plan. This Option is intended to be a Nonstatutory Stock Option ("NSO") or an Incentive Stock Option ("ISO"), as provided in the Notice of Stock Option Grant.

2. Exercise of Option.

2.1 Vesting/Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice of Stock Option Grant and the applicable provisions of this Option Agreement and the Plan. In no event will this Option become exercisable for additional Shares after a Termination of Service for any reason (i.e., there will be no acceleration of vesting of the Option upon a Termination of Service for any reason).

2.2 Method of Exercise. This Option is exercisable by delivering to the Administrator a fully executed "Exercise Notice" or by any other method approved by the Administrator. The Exercise Notice shall provide that the Optionee is electing to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Administrator. Payment of the full aggregate Exercise Price as to all Exercised Shares must accompany the Exercise Notice, and such payment shall be made as provided in Section 4 below. This Option shall be deemed exercised upon receipt by the Administrator of such fully executed Exercise Notice accompanied by such aggregate Exercise Price. The Optionee is responsible for filing any reports of remittance or other foreign exchange filings required in order to pay the Exercise Price.

2.3 Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with this Option Agreement and the Plan.

3. Limitation on Exercise.

(A) The grant of this Option and the issuance of Shares upon exercise of this Option are subject to compliance with all Applicable Laws. This Option may not be exercised if the issuance of Shares upon exercise would constitute a violation of any Applicable Laws. In addition, this Option may not be exercised unless (i) a registration statement under the Securities Act of 1933, as amended (the "Securities Act") is in effect at the time of exercise of this Option with respect to the Shares; or (ii) in the opinion of legal counsel to the Company, the Shares

issuable upon exercise of this Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. *The Optionee is cautioned that unless the foregoing conditions are satisfied, the Optionee may not be able to exercise the Option when desired even though the Option is vested.* As a further condition to the exercise of this Option, the Company may require the Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Any Shares that are issued will be “restricted securities” as that term is defined in Rule 144 under the Securities Act, and will bear an appropriate restrictive legend, unless they are registered under the Securities Act. The Company is under no obligation to register the Shares issuable upon exercise of this Option.

(B) Special Termination Period. If exercise of the Option on the last day of the termination period set forth in the Notice of Stock Option Grant is prevented by operation of paragraph (A) of this Section 3, then this Option shall remain exercisable until 14 days after the first date that paragraph (A) no longer operates to prevent exercise of the Option.

4. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following methods; provided, however, the payment shall be in strict compliance with all procedures established by the Administrator:

(a) cash;

(b) check or wire transfer;

(c) subject to any conditions or limitations established by the Administrator, other Shares that have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price;

(d) consideration received by the Company under a broker-assisted sale and remittance program acceptable to the Administrator (Officers and Directors shall not be permitted to use this procedure if this procedure would violate Section 402 of the Sarbanes-Oxley Act of 2002, as amended);

(e) subject to any conditions or limitations established by the Administrator, retention by the Company of so many of the Shares that would otherwise have been delivered upon exercise of the Option as have a Fair Market Value on the exercise date equal to the aggregate exercise price of all Shares as to which the Option is being exercised, provided that the Option is surrendered and cancelled as to such Shares; or

(f) any combination of the foregoing methods of payment.

5. Leave of Absence. The Optionee shall not incur a Termination of Service when the Optionee goes on a bona fide leave of absence, if the leave was approved by the Company (or Affiliate employing him or her) in writing and if continued crediting of service is required by the terms of the leave or by applicable law. The Optionee shall incur a Termination of Service when the approved leave ends, however, unless the Optionee immediately returns to active work.

For purposes of ISOs, no leave of absence may exceed three months, unless the right to reemployment upon expiration of such leave is provided by statute or contract. If the right to reemployment is not so provided by statute or contract, the Optionee will be deemed to have incurred a Termination of Service on the first day immediately following such three-month period of leave for ISO purposes and this Option shall cease to be treated as an ISO and shall terminate upon the expiration of the three-month period that begins the date the employment relationship is deemed terminated.

6. Non-Transferability of Option. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution, and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of this Option Agreement and the Plan shall be binding upon the executors, administrators, heirs, successors, and assigns of the Optionee. This Option may not be assigned, pledged, or hypothecated by the Optionee whether by operation of law or otherwise, and is not subject to execution, attachment, or similar process. Notwithstanding the foregoing, if this Option is designated as a Nonstatutory Stock Option, the Administrator may, in its sole discretion, allow the Optionee to transfer this Option as a gift to one or more family members. For purposes of this Option Agreement, “family member” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing the Optionee’s household (other than a tenant or employee), a trust in which one or more of these individuals have more than 50% of the beneficial interest, a foundation in which the Optionee or one or more of these persons control the management of assets, and any entity in which the Optionee or one or more of these persons own more than 50% of the voting interest. Notwithstanding the foregoing, during any California Qualification Period, this Option may not be transferred in any manner other than by will, by the laws of descent and distribution, or, if it is designated as a Nonstatutory Stock Option, as permitted by Rule 701 of the Securities Act of 1933, as amended, as the Administrator may determine in its sole discretion.

7. Tax Obligations.

7.1 Withholding Taxes. The Optionee shall make appropriate arrangements with the Administrator for the satisfaction of all applicable Federal, state, local, and foreign income taxes, employment tax, and any other taxes that are due as a result of the Option exercise. With the Administrator’s consent, these arrangements may include withholding Shares that otherwise would be issued to the Optionee pursuant to the exercise of this Option. The Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

7.2 Notice of Disqualifying Disposition of ISO Shares. If the Option is an ISO, and if the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the exercise of the ISO on or before the later of (i) the date two years after the Grant Date, or (ii) the date one year after the date of exercise, the Optionee shall immediately notify the Administrator in writing of such disposition. The Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

8. Special Termination Period if the Optionee Subject to Section 16(b). If a sale within the applicable termination period set forth in Section 1 of Shares acquired upon the exercise of this Option would subject the Optionee to suit under Section 16(b) of the Exchange Act, this Option shall remain exercisable until the earliest to occur of (i) the tenth day following the date on which a sale of such shares by the Optionee would no longer be subject to such suit, (ii) the 190th day after the Optionee's Termination of Service, or (iii) the Expiration Date.

9. Special Termination Period if the Optionee Subject to Blackout Period. The Company has established an Insider Trading Policy (as such policy may be amended from time to time, the "Policy") relative to trading while in possession of material, undisclosed information. The Policy prohibits officers, directors, employees, and consultants of the Company and its subsidiaries from trading in securities of the Company during certain "Blackout Periods" as described in the Policy. If the last day of the termination period set forth in Section 1 is during such a Blackout Period, then this Option shall remain exercisable until 14 days after the first date that there is no longer in effect a Blackout Period applicable to the Optionee.

10. Restrictions on Resale. The Optionee shall not sell any Shares at a time when Applicable Law, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Optionee is a Service Provider and for such period after the Optionee's Termination of Service as the Administrator may specify.

11. Lock-Up Agreement. In connection with any underwritten public offering of Shares made by the Company pursuant to a registration statement filed under the Securities Act, the Optionee shall not offer, sell, contract to sell, pledge, hypothecate, grant any option to purchase or make any short sale of, or otherwise dispose of any Shares (including but not limited to Shares subject to this Option) or any rights to acquire Shares of the Company for such period beginning on the date of filing of such registration statement with the Securities and Exchange Commission and ending at the time as may be established by the underwriters for such public offering; provided, however, that such period shall end not later than 180 days from the effective date of such registration statement. The foregoing limitation shall not apply to shares registered for sale in such public offering.

12. Entire Agreement; Governing Law. This Option Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This Option Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

13. No Guarantee of Continued Service. The vesting of the Option pursuant to the Vesting Schedule hereof is earned only by continuing as a Service Provider at the will of the Company (and not through the act of being hired, being granted an Option, or purchasing Shares hereunder). This Option Agreement, the transactions contemplated hereunder, and the Vesting Schedule set forth herein constitute neither an express nor an implied promise of continued engagement as a Service Provider for the vesting period, for any period, or at all, and shall not interfere with Optionee's right or the Company's right to terminate Optionee's relationship as a Service Provider at any time, with or without Cause.

Stock Option Number:

**CLEAN ENERGY FUELS CORP.
2006 EQUITY INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT**

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

Name of Optionee:

Total Number of Shares Granted ("Optioned Stock"):

Type of Option:

- Nonstatutory Stock Option
- Incentive Stock Option

Exercise Price per Share:

Grant Date:

Vesting Commencement Date:

Vesting Schedule:

Termination Period:

Term of Award/Expiration Date:

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Clean Energy Fuels Corp. 2006 Equity Incentive Plan (the "Plan").

By the Optionee's signature and the signature of the Company's representative below, the Optionee and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Option Agreement, both of which are attached to and made a part of this document. The Optionee has reviewed the Option Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel before executing this Notice of Stock Option Grant and fully understands all provisions of the Option Agreement and the Plan. The Optionee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions relating to the Option Agreement and the Plan.

The Optionee further agrees that the Company may deliver all documents relating to the Plan or this Option (including prospectuses required by the Securities and Exchange Commission), and all other documents that the Company is required to deliver to its security holders or the Optionee (including annual reports, proxy statements and financial statements), either by e-mail or by e-mail notice of a Web site location where those documents have been posted. The Optionee may at any time (i) revoke this consent to e-mail delivery of those documents; (ii) update the e-mail address for delivery of those documents; (iii) obtain at no charge a paper copy of those documents, in each case by writing the Company at 3020 Old Ranch Parkway, Suite 200, Seal Beach, CA 90740. The Optionee may request an electronic copy of any documents relating to the Plan or this Option by requesting a copy from the Company's Corporate Secretary at mpratt@cleanenergyfuels.com and ckrebs@cleanenergyfuels.com. The Optionee understands that an e-mail account and appropriate hardware and software, including a computer or compatible cell phone and an Internet connection, will be required to access documents delivered by e-mail.

OPTIONEE:

CLEAN ENERGY FUELS CORP.:

Signature

By: _____

Print Name

Its: _____

Residence Address