

Gevo, Inc.  
Employee Handbook  
(CO/TX)



**Gevo, Inc.**  
**345 Inverness Drive South**  
**Building C, Suite 310**  
**Englewood, Colorado 80112**  
**Telephone 303-858-8358**  
**Fax 303-858-8431**

[www.Gevo.com](http://www.Gevo.com)

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## **ABOUT THIS HANDBOOK / DISCLAIMER**

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Gevo. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and the Human Resources Manager also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Gevo adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered **IN AN INDIVIDUAL CASE OR GENERALLY** in writing signed by the President of the Company.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

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## Welcome Statement

Welcome to Gevo, Inc. The leading renewable chemicals and advanced renewable fuels company. You are joining a professional team dedicated to commercializing the next generation of renewable jet fuel, gasoline, and diesel fuel with the potential to achieve zero carbon emissions. Gevo addresses the market need of reducing greenhouse gas emissions with sustainable alternatives to fossil-based products and enables certain plastics, such as polyester, to be made with more sustainable ingredients.

The statements and policies in this handbook are intended to provide only general information about the policies and procedures at Gevo. Nothing contained herein is intended to create, or shall be construed as creating, an expressed or implied contract or guarantee of employment for a definite or indefinite term. Employees of Gevo are employees-at-will. As such, employees shall retain the right to terminate their employment and Gevo retains the right to terminate the employment of any employee for any reason with or without cause or notice. Contact your supervisor, the HR Manager, or any member of the executive team if you have any questions.

Gevo also retains the right to delete, add to, and amend any information, statements, employee benefits, or terms and conditions of employment contained in this handbook at its own discretion, and/or in accordance with state and federal requirements with or without advance notice to employees.

To the extent any policies contained in this handbook conflict with applicable state or federal law, such law shall prevail.

## **Section 1 - Governing Principles of Employment**

### **1-1. Equal Employment Opportunity**

Gevo is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Gevo's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact their Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their Supervisor. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the President. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

## 1-2. Non-Harassment

It is Gevo's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by Gevo.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the HR Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **1-3. Workplace Violence**

Gevo is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-4. Immigration Law Compliance**

Gevo is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Gevo within the past year, or if their previous I-9 is no longer retained or valid. If a current employee is found to have falsified I-9 documents, he/she may be terminated from employment and referred to the Federal Bureau of Investigation for possible fraud and identity theft.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or issues regarding immigration law compliance without fear of reprisal.

## **1-5. Pregnancy Accommodations**

In compliance with Colorado law, Gevo will not discriminate against employees because of pregnancy, childbirth or related conditions. If employees request reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require employees affected by pregnancy, physical recovery from childbirth or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company reserves the right to require employees to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition. The Company will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition.

If employees have any questions about this policy or would like to request a reasonable accommodation, they should contact the Employee's Supervisor.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

**Temporary Employees** - Employees who were hired for a specific short-term basis. Temporary Employees are not eligible for Company benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

### 2-2. Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the HR Manager of any changes. Also, please inform the HR Manager of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Employee Service Credit

"Length of service" refers to the length of time that our employees spend as active full-time or part-time employees with Gevo. Service begins on the day you become a full-time or part-time Employee.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with the Company provided their last day of service was within 30 days of again becoming an active employee. The HR Manager will discuss this issue with any rehired employee upon hire.

## **2-4. Working Hours and Schedule**

Gevo normally is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. Your Supervisor will provide further details.

## **2-5. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, breakdowns or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time off from scheduled work for non-exempt employees will be unpaid. However, with supervisory approval, employees may use available Vacation time.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for that day. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

## **2-6. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to approve your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

## 2-7. Overtime

Non-exempt Colorado employees are entitled to overtime pay at one and one-half times (1.5) their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or paid time off (PTO), will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

All other non-exempt employees who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

## 2-8. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan); Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your Supervisor. If the Supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the HR Manager or any other Supervisor in the Company with whom you feel comfortable.

## **2-9. Your Paycheck**

You will be paid bi-weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the HR Manager immediately so the Company can resolve the matter quickly and amicably.

Employees can access pay information on [www.MyADPResource.com](http://www.MyADPResource.com) or by contacting the Employee Service Center at 800-416-6131 or [ESC.Resource@adp.com](mailto:ESC.Resource@adp.com).

## **2-10. Direct Deposit**

Gevo strongly encourages employees to use direct deposit. Authorization forms are available from the HR Manager.

## **2-11. Salary Advances**

Gevo does not permit advances on paychecks.

## **2-12. Performance Reviews**

Depending on your position and classification, Gevo endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

## **2-13. Record Retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the HR Manager to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **2-14. Employee Transfers**

To be eligible to apply for a transfer, employees must have been in their current position and performed satisfactorily for at least 6 months prior to applying for the position. Employees who have a recent disciplinary counseling (within the past 6 months) on file are not typically eligible to apply for position vacancies. The CEO, the HR Manager or any other member of the Executive Team, however, may make exceptions to the transfer eligibility requirements based on business need. Eligible employees should only apply for those positions for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should advise their immediate supervisors of their interest. The employee should submit a resume to the HR Manager listing position-related skills and accomplishments. The employee's resume should also describe how his/her current experience with Gevo and prior career experience and/or education qualifies him/her for the position. The HR Manager will then forward the employee's resume to the hiring supervisor. It is Gevo's policy that all internal applicants who meet the qualifications will be interviewed. If the employee does not have the required skills for the requested transfer/promotion, the employee will be informed that he or she does not meet the requirements and cannot be considered for the position.

Gevo recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization. A candidate's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances affecting a prospective transfer may also be discussed.

Internal position posting (See Position Posting and Employee Referrals Section of this handbook) is a method of informing employees of position openings and to identify qualified and interested candidates who might not otherwise be known to the hiring supervisor. Other recruiting sources may also be used to fill vacancies in the best interest of the organization.

## **2-15. Promotions**

Rather than hire new employees, Gevo prefers to promote from within when appropriate qualified internal candidates are available, and the job duties and responsibilities warrant an individual at the employee's position level. An exemplary employee who has proven him/herself capable of excelling at a higher level position and is in "good standing" is eligible for promotion consideration with no waiting period, as long as there is an approved and budgeted position on the organizational chart. No one, including supervisors, is authorized to offer or discuss promotions and potential salary increases with an employee until receiving a written approval from the CEO and the HR Manager.

## **2-16. Position Posting**

Gevo provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although Gevo reserves its discretionary right to waive any posting of a particular opening should the needs of the business dictate.

Position openings may be announced internally via e-mail. This is to encourage employees to fulfill their own career path and/or to encourage employee referrals. Each position posting will include the position title, department, position summary, essential duties, and qualifications (required skills and abilities).

## **2-17. Employee Referral Bonus Program**

Gevo encourages employees to identify friends or acquaintances that are interested in employment opportunities and refer qualified outside candidates for posted positions. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment, which they do not have the authority to make.

- a. If the person is invited in for a face-to-face interview, the applicant should write down the referring Gevo employee's name in the appropriate area on the application. All candidates must meet the stated qualifications for the eligible job openings and are required, the same as all other applicants, to demonstrate their skills or aptitude to perform the job.
- b. All candidates will receive equal consideration and are processed in the same way as other applicants.

c. Employees who refer a qualified candidate who subsequently is hired and remains employed for at least six months are eligible for a referral-bonus payment. This bonus is paid after the new hire completes six months of employment.

d. Employees are reminded that the Company does not hire spouses or close relatives for any position that would involve a supervisor-subordinate relationship or otherwise create the appearance of a conflict of interest.

e. No referral bonuses are paid for referrals of candidates who are already employed by the Company, rehires, or persons returning from a leave of absence.

f. To be eligible for referral-bonus payment described herein, the referring employee must still be on the Company's payroll on the specified dates.

g. The Company reserves the right to deny bonus payments to any employee who improperly makes promises or assurances of employment to prospective or actual candidates, or otherwise engages in improper or inappropriate conduct related to this program or other workplace activities.

h. Referral bonuses will be paid only for individual hires. This policy is not applicable for any Merger & Acquisition activity and/or group hires.

## **Section 3 - Benefits**

### **3-1. Benefits Overview**

In addition to good working conditions and competitive pay, it is Gevo's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Gevo provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, as well as the Benefits at a Glance Brochure, which are available for review upon your request from the HR Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Gevo (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the HR Manager.

### **3-2. Benefits Continuation**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) allows employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Gevo's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Agri-Energy's group rates plus an administration fee. Agri-Energy provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Gevo's health insurance plan. The notice contains important information about the employee's rights and obligations.

### **3-3. Holidays**

All full-time regular employees receive ten (10) holidays at the start of each year. Gevo officially recognizes nine (9) holidays as shown below:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Gevo offices are closed on holidays. If a holiday falls on a weekend day, the office will be closed on the weekday closest to the holiday. An example is a holiday that falls on a Sunday will be observed by Gevo on the following Monday.

All full-time regular employees receive one (1) "floating" holiday per year in addition to vacation and sick leave and the holidays listed above. This floating holiday allow employees to observe additional paid leave to cover absences for personal reasons such as religious observances or to supplement vacation, sick, and holiday leave.

The floating holiday is available at the beginning of each calendar year.

Floating holidays may be used to cover full day absences only. They should be taken in the calendar year in which given and accounted for on the Gevo Absence Report form. Floating holidays will not be carried over to the next calendar year. Upon termination of employment, floating holidays shall not be paid out.

All floating holidays should be scheduled and approved in advance by the employee's immediate supervisor.

### **Paid Holidays**

All full-time employees of Gevo will receive holiday pay of eight hours at their regular rate, provided all of the following conditions are satisfied:

- The employee must be in an active (paid) status on his or her last scheduled workday prior to the paid holiday.
- The employee must be in an active (paid) status on his or her first scheduled workday following the holiday.

If the employee is unable to work either of these two days because of illness, proof of illness may be required in order to qualify for the paid holiday.

Holiday pay will not be paid if any of the following applies:

- The employee is a temporary, intern, or seasonal employee.
- The employee is on unpaid leave of absence when the holiday occurs.

Part-time employees will receive holiday pay based on the employee profile of hours scheduled if a holiday falls on a regularly scheduled workday.

### **3-4. Vacation Leave**

Vacation leave is tracked based on the employees' anniversary hire date. There is no waiting period to be eligible for vacation leave. Vacation leave is earned on a pro-rated basis throughout the year; however, the base level of vacation is available to the employee for use on their first day of employment. Vacation time may be taken in advance but not for more than the amount the employee can be expected to earn in a particular year. Vacation time may be taken in increments of one-half day for exempt employees and one full hour for non-exempt employees, but should be pre-scheduled and pre-approved by the employee's supervisor.

Vacation days for part-time employees will be pro-rated based on the number of hours scheduled per year per the employee's work profile and subsequently trued-up at the end of the year, to confirm the accuracy of the employee's vacation balance.

#### **Vacation Pay**

Vacation pay is at the employee's regular rate of pay, excluding overtime or holiday premiums. If the employee's regular rate of pay varies from week to week, the employee's vacation pay will be based on the employee's standard rate of pay based on a 40-hour workweek for full-time employees or based on the employee's work profile for part-time employees.

Compensation paid for vacation leave taken in advance but not earned will be deducted from the final paycheck of employees who leave during the year. Compensation will not be granted in lieu of vacation time not taken, except upon termination of employment as explained in the "Resignation" section of this handbook.

## Scheduling Vacation

Gevo will attempt to grant all employees vacation at the time they desire to take it. All vacation requests should go to the appropriate supervisor for approval. However, adequate staffing must be maintained at all times.

## Vacation Accrual Rates and Maximum Carry-over

For employees hired on or after March 1, 2008, the maximum accrual per year is as follows:

<b>Years of Service</b>	<b>Accrual Rate per Pay Period</b>	<b>Annual Vacation Earned</b>	<b>Maximum Accrual*</b>
One – Three years	3.08 hours/pp	10 days (80 hours)	20 days (160 hours)
Four - Nine years	4.62 hours/pp	15 days (120 hours)	30 days (240 hours)
10 or more years	6.15 hours/pp	20 days (160 hours)	40 days (320 hours)

\*Eligible employees accrue Vacation up to a cap of 2 times their maximum yearly accrual. At that point, accrual stops until banked Vacation is used. For example, if maximum Vacation accrual for a year is 120 hours, an eligible employee will stop accruing Vacation once the employee has 240 banked hours.

## 3-5. Sick Days

Sick leave is tracked on a calendar year basis. There is no waiting period to be eligible for sick leave. If an employee does not have available sick leave to cover time away, vacation leave or leave without pay should be used. Any employee using sick leave is responsible for reporting the absence to his or her supervisor. The employer reserves the right to request a doctor's medical certification from an employee on or returning from sick leave for an absence greater than eight hours.

Gevo full-time employees will receive 48 hours of sick leave on January 1st each calendar year. Sick leave will not carry over into the next calendar year.

Sick leave for part-time employees will accrue at a rate of one hour for every 30 hours worked, with a maximum of up to 48 hours. Part-time employees may carry over up to 48 hours of unused paid sick leave into the following year. Once an employee's sick leave has reached the maximum accrual of 48 hours, no additional accruals will be earned until the sick leave balance has been reduced.

Accrued but unused paid sick leave will not be paid at separation for any employees.

## Usage

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. Employees may not use more than 48 hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave for the following reasons:

1. mental or physical illness, injury or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or the need to obtain preventive medical care;
2. to care for a family member who has a mental or physical illness, injury or health condition; needs to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or needs to obtain preventive medical care;
3. the employee or a family member has been the victim of domestic abuse, sexual assault or harassment and the use of leave is to:
  - o seek medical attention to recover from a mental or physical illness, injury or health condition caused by the domestic abuse, sexual assault or harassment;
  - o obtain services from a victim services organization;
  - o obtain mental health or other counseling;
  - o seek relocation due to the domestic abuse, sexual assault or harassment; or
  - o seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault or harassment;
4. due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the child.

For purposes of this policy, “family member” means a person who is related to the employee by blood, marriage, civil union or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Use of paid sick leave will not be conditioned upon the employee searching for or finding a replacement worker.

Unless advised otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for reasons set forth above. Employees will be paid for such absences to the extent they have paid sick leave available.

## **Notice and Documentation**

Paid sick leave may be requested orally, in writing, electronically or by any other means acceptable to the Company. When possible, employees should include the expected duration of the absence. If the need is foreseeable employees must provide reasonable advance notice to their Supervisor of the need to use accrued paid sick leave, and also make a reasonable effort to schedule the paid sick leave in a manner that does not unduly disrupt Company operations. Where the need is not foreseeable, employees should provide notice as early as practicable.

For paid sick leave of four (4) or more consecutive work days, the Company may require reasonable documentation that the paid sick leave was used for an authorized purpose. The Company will not require the disclosure of details relating to domestic violence, sexual assault or stalking or the details of the employee's or family member's health information as a condition of providing paid sick leave.

## **Payment**

Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

Employees may carry over up to 48 hours of accrued, unused paid sick leave to the following calendar year. Accrued but unused paid sick leave will not be paid at separation.

## **Additional Public Health Emergency Paid Sick Leave**

In addition to accrued paid sick leave explained above, on the date a public health emergency is declared, the Company will supplement each employee's accrued paid sick leave as necessary to ensure that the employee may take paid sick leave as follows:

- employees who normally work 40 or more hours in a week may take at least 80 hours of paid sick leave in a public health emergency;
- employees who normally work fewer than 40 hours in a week may take at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.

The Company may count unused accrued paid sick leave, as explained above, toward the supplemental paid sick leave required for a public health emergency. Employees may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

1. to self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;
2. to care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. with respect to a communicable illness that is the cause of a public health emergency:
  - o a local, state or federal public official or health authority having jurisdiction over the location in which the Company is located or the Company determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
  - o care of a family member after a local, state or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
4. care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
5. inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated or prolonged.

## **Enforcement and Retaliation**

The Company cannot retaliate against employees for requesting or using paid sick leave and employees have the right to file a complaint with the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by the Company or the Company retaliates against employees for exercising their rights under applicable law.

If employees have any questions regarding this policy, they should contact the HR Manager.

### **3-6. Lactation Breaks**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the HR Manager if you have questions regarding this policy.

Please advise the HR Manager if you need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-7. Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-8. Bereavement Leave

#### **Funeral Leave for an Immediate Family Member:**

When a death occurs in an employee's immediate family\*, all regular full time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be prorated for a part-time employee if the funeral occurs on a scheduled work day. The Company may require verification of the need for the leave.

- Immediate family members are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

#### **Funeral Leave for a Non-family Member:**

All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a close, non-family member. This time off will be considered by the employee's supervisor on a case-by-case basis. The pay for time off will be prorated for a part-time employee if the funeral occurs on scheduled work days. The supervisor should confirm that the time is recorded accurately on the timecards. The Company may require verification of the need for the leave.

#### **Additional Time Off:**

We understand the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her supervisor for an additional four unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

### 3-9. Voting Leave

Gevo has a policy of providing two (2) hours of paid leave to each regular employee in order to vote on every Election Day. However, employees whose shifts being more than three hours after the polls open or end more than three hours before the polls close are not entitled to the paid time off.

### **3-10. Leave for Jury Duty and Court Appearances**

If an employee is notified that he or she must serve jury duty or appear as a witness in a case in which the employee has been subpoenaed, that employee shall be granted paid leave, for up to three (3) days, upon presentation of a subpoena or other order from the court demanding the employee's appearance. Employee must make a copy of the subpoena or other order and give it to the HR Manager prior to the first day that he or she is scheduled to attend. The employee must also notify his or her immediate supervisor as soon as possible, in order to assure coverage. A copy of the subpoena or other order will be filed in the employee's personnel file. The court typically pays a jury duty stipend after three days. Gevo will pay the difference between the jury duty stipend and the employee's regular salary, as long as the employee returns a copy of the subpoena form. Employees are required to report to work whenever they are excused early from the courts.

### **3-11. Long-Term Disability**

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between the Company and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-12. Statutory Short-Term Disability**

Gevo also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-13. Employee Assistance Program**

The Company recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, we believe it is in the interest of employees and the Company to provide an effective program to assist employees and their families in resolving problems such as these as the need arises. To this end, the Company provides an Employee Assistance Program (EAP) for employees and their eligible family members. The EAP is designed to provide voluntary, private, confidential, and professional counseling outside the workplace for any type of personal problem. The EAP provides consultation services for referrals to local community treatment sources. All employees are eligible to use this program and are encouraged to do so. Employee visits to the EAP are held in confidence to the maximum possible extent.

Participation in the EAP does not excuse employees from otherwise complying with Company policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in our employee assistance program prevent the Company from taking disciplinary action against any employee for performance problems that occur before, during, or after the employee seeks assistance through the program.

Further details can be obtained by contacting an EAP counselor at (855) 268-1006.

### **3-14. 401(k) Savings Plan**

The Company has established a 401(k) savings plan to provide employees the potential for future financial security for retirement. Eligible employees can join the 401(k) savings plan on the first day of the month following the date of hire. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

## **Section 4 - Leaves of Absence**

### **4-1. Personal Leave**

If you are ineligible for any other Company leave of absence, Gevo, under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and you are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be granted for a period of up to four (4) weeks. However a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension to management and the request is granted. During your leave, you will not earn vacation, personal days or sick days. We will continue your health insurance coverage during your leave. When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave.

Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of your employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

### **4-2. Military Leave**

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### 4-3. Emergency Release and Temporary Assignment of Employees

Emergencies may arise necessitating the need for the following action:

- Release of employees from assignments for periods of time for their own safety or well-being, or
- Temporary assignment of work to employees, which is not normally performed or described in their position descriptions

Employees may request or be allowed to be excused from work when they believe that weather conditions or emergencies make it unsafe to get to or remain at work. Generally, employees must use accrued vacation or holiday. If you are unable to come to work due to inclement weather, you must call your supervisor, or his or her designee, within the first hour of your scheduled workday, unless circumstances make it impossible or impracticable to do so.

Additionally, employees may be ordered to leave or not report to work because their Supervisor or member of the Executive Team has determined that conditions exist that are detrimental to the health and safety of employees. Leave time will not need to be used in these circumstances.

## Section 5 - General Standards of Conduct

### 5-1. Workplace Conduct

Gevo endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Gevo property or a co-worker's property, and/or disclosure of confidential business information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Fighting, threatening or disrupting the work of others or other violations of Gevo's Workplace Violence Policy.
6. Failure to follow lawful instructions of a Supervisor.
7. Failure to perform assigned job duties.
8. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
9. Gambling on Company property.
10. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
11. Wasting work materials.
12. Performing work of a personal nature during working time.
13. Violation of the Proprietary Information and Invention Agreement.
14. Violation of Gevo's Harassment or Equal Employment Opportunity Policies.
15. Violation of the Communication and Computer Systems Policy.

16. Unsatisfactory job performance.

17. The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, reporting to work or remaining on duty after using drugs or alcohol in any amount that adversely affects the employee's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.

18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Gevo reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Gevo will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2. Consideration of Co-Workers**

To foster a strong team environment, some common sense consideration is necessary to help each other work efficiently, effectively, and harmoniously. We expect employees to respect the following guidelines to help promote a work-friendly environment.

- Maintain polite, professional, courteous behavior.
- Maintain personal hygiene and observe appropriate casual attire.
- Maintain the integrity of the work area. Keep your desk and public areas such as the restrooms, break rooms, hallways, etc. clean and tidy. Desktop décor and computer screen-savers/wallpaper should be of a non-offensive and business appropriate nature. All confidential information must be locked up when you are away from your workspace.
- Always endeavor to be professional, positive, and helpful to everyone as they are your peers, customers (internal or external), or vendors – remember, you are a representative of the company.

If you have any questions regarding these guidelines, please ask a member of executive team or the HR Manager.

### 5-3. Problem Resolution

Gevo is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management. Gevo strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. If an employee has a concern or complaint it should be addressed through their supervisor or the HR Manager. No employee will be penalized, formally or informally, for voicing a complaint with Gevo in a reasonable, business-like manner.

Records of complaints and disputes are kept in the locked file storage on site in Englewood, with the HR Manager.

### 5-4. Disciplinary Actions

Gevo is committed to fair employment practices and encourages supervisors to apply disciplinary actions as appropriate for employee issues. Disciplinary actions may be used for typical employee issues such as performance transgressions, attendance/tardiness issues, behavior misconduct, etc. Gevo reserves the right to apply all, some, or none of the following disciplinary actions as is deemed necessary and appropriate. Supervisors are expected to treat their team members with fairness and consistency. Supervisors should work in conjunction with the HR Manager before administering any form of disciplinary discussion or action.

Nothing in this policy changes the "at will" nature of employment with Gevo. Either the employee or Gevo may terminate employment at any time, with or without cause.

The overall purpose of disciplinary actions is to re-focus an employee's performance and help employees succeed in their jobs. Disciplinary actions are administered by the immediate supervisor in most cases but may never be administered by anyone other than Human Resources or a supervisor within the direct line of reporting. A witness, such as the HR Manager, is recommended. In such cases, the witness's signature shall be included on the disciplinary notice. It is a recommendation to supervisors to "Praise in public; criticize in private". As such, we ask that all disciplinary actions occur in a private setting.

#### **Examples of disciplinary actions are:**

"Verbal counseling" A violation of company policy or poor work habit performance/behavioral issue(s). This discussion is an informal coaching meeting

"Written counseling" The work habit/performance/behavior issue(s) have continued or the original infraction is more serious in nature.

"Job in Jeopardy counseling" The work habit/performance/behavior issue(s) have continued or the original infraction is more serious in nature.

“Termination counseling” Employee is being involuntarily terminated from employment by Gevo.

## **5-5. Punctuality and Attendance**

You were hired to perform an important function at Gevo. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

There are times, however, when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

## **5-6. Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their job with Gevo. All employees will be judged by the same performance standards and will be subject to Gevo’s scheduling demands, regardless of any existing outside work requirements. If Gevo determines that an employee's outside work interferes with performance or the ability to meet the requirements of Gevo as they are modified from time to time, the employee may be asked to terminate the outside employment if he/she wishes to remain with Gevo. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Gevo for materials produced or services rendered while performing their jobs.

## **5-7. Use of Communication and Computer Systems**

Gevo's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Gevo systems.

Gevo may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, Gevo may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## **5-8. Computer Support**

Gevo has contracted Information Technology staff to provide support for Gevo systems.

### **Business Hours Support**

If your computer is working and you can access Outlook, send an email to [ithelpdesk@gevo.com](mailto:ithelpdesk@gevo.com) to log the issue. If your computer is not working, you may make your request by phone at 303.552.0018.

## **5-9. Use of Social Media**

Gevo respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.
- All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.
- Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

Gevo encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **5-10. Personal and Company-Provided Portable Communication Devices**

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

## **5-11. Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no employee may use a camera phone function on any phone on company property or while performing work for the Company without prior approval by Gevo Management and then only for business purposes.

The use of tape recorders, dictaphones or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

## **5-12. Inspections**

Gevo reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-13. Smoking**

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

## **5-14. Visitors in the Workplace**

In order to provide as safe a work environment as reasonably possible, and to protect the security of confidential information, all visitors must check in using the Lobby Guard computer in the lobby. The responsible Gevo employee will receive an email notification of the visitor. . The Gevo employee must escort the visitor as appropriate. No visitors are allowed to enter any restricted areas, including the labs and the pilot plant, without a responsible Gevo employee and pre-approval from a member of the Executive Team.

A visitor is defined as anyone who is not an employee of Gevo or a member of its Board of Directors. No visitors will be admitted into Gevo's suite without a Gevo employee as an escort. All visitors will comply with Gevo's safety policies as outlined in the corporate visitors/contractor's safety program. Former employees are not permitted onto Company property except for official Company business.

Contractors and Consultants will follow the check-in procedures outlined above. In addition, they must receive and follow Gevo's safety training & guidelines.

## **5-15. Building Access**

Each employee will be issued a security card, which can be swiped at entry points throughout the offices and laboratories. If the employee is supposed to have access, the swipe will unlock the door for entry. The employee may also receive office and/or desk keys, for which he/she is responsible. The employee is responsible for all replacement costs. Suite entry and exit doors must stay closed at all times.

## **5-16. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for Gevo. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

## **5-17. Bulletin Boards**

Important notices and items of general interest are continually posted on our bulletin board. Make it a practice to review it frequently. This will assist you in keeping up with what is current at Gevo. To avoid confusion, please do not post or remove any material from the bulletin board.

## **5-18. Confidential Company Information**

During the course of work, an employee may become aware of confidential information about Gevo's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees will be required to sign an agreement reiterating these obligations.

## **5-19. Conflict of Interest and Business Ethics**

It is Gevo's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

**This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.**

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

In the event of a conflict between the policies in this handbook and Gevo's Code of Business Conduct and Ethics for Employees, Executives and Directors (the "Code"), the Code shall govern and take precedence. If employees have any questions about the policies in this handbook and the Code, please contact your supervisor or Gevo's Vice President-General Counsel & Secretary.

## **5-20. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

## **5-21. Health and Safety**

The health and safety of employees and others on Company property are of critical concern to Gevo. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

## **5-22. Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Gevo may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no Supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **5-23. Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

### **5-24. Publicity/Statements to the Media**

All media inquiries regarding the position of the Company as to any issues must be referred to the Vice President of Investor Relations and Communications. Only the Vice President of Investor Relations and Communications, or someone he/she designates is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Vice President of Investor Relations and Communications, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Vice President of Investor Relations and Communications.

### **5-25. Operation of Vehicles**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Firm property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Firm-owned or leased vehicles may be used only as authorized by management.

### **5-26. Travel and Business Expense**

Any employee who is traveling on Gevo's behalf is subject to the company travel and business expense policy.

## **Business Expense Reimbursement**

See the finance department for the most recent version of the expense report submission template. The Company does NOT provide a per diem. Reimbursement is made based on actual receipts for reasonable amounts incurred. Employees must submit an expense report within 45 days after the expenses were incurred. The employee is responsible for getting the proper approvals and attaching all original receipts prior to submitting to accounting. The manager must review the expense report to ensure compliance with the Company's reimbursement policy, as well as reasonableness of the expenditures.

All expenses should be documented by an original invoice/receipt and proof of payment attached to the expense report and explain in detail the business purpose of all expenditures. In the event an expense category is omitted in this policy or if it is not clear whether a specific expense is eligible for reimbursement, the employee should seek guidance from the finance department and comply with the intent of the policy, using common sense and good business judgment. If your hotel bill includes meals or food, you must break this out and list meals separately under the meals category on the expense report.

## **Business Meals and Entertainment**

The following information must be reported for all business meals:

- Date & place;
- Business purpose (business topic(s) discussed, business relationship, name of attendees, companies that attendees represent)

Entertainment expenses must conform to generally accepted standards of good taste. The expenditure must constitute an ordinary and necessary business expense.

## **Business Travel - Mileage**

Mileage is currently reimbursed at the maximum IRS rate for all business miles driven. Each employee is responsible for maintaining a log of miles driven and must be able to provide this to any taxing or regulatory agency if requested. Your normal round-trip mileage from home to the office does NOT qualify for reimbursement and should be deducted from your daily mileage calculation. For example, if the total mileage an employee drives for the day (including mileage between home and work and to other locations for business) is 50 miles and their normal round-trip mileage from home to the office and back is 20 miles, the Company will reimburse the employee for only 30 miles. Tolls and parking costs when relating to business miles driven (does not include daily commute to and from the office) will be reimbursed. No additional reimbursement will be made for any expense resulting from accidents, towing charges, traffic violations, parking fines, etc.

## 5-27. References

Gevo will respond to reference requests through the HR Manager. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the HR Manager.

**Only the HR Manager may provide references.**

## 5-28. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, Company issued PCD, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## 5-29. Exit Interview

Employees who resign are requested to participate in an exit interview with the HR Manager, if possible.

## 5-30. A Few Closing Words

This handbook is intended to give you a broad summary of things you should know about Gevo. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Gevo, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.



## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with Gevo. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of Gevo's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the President of the Company.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.



## **Receipt of Non-Harassment Policy**

It is Gevo's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by Gevo.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the HR Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

**Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.