

**CITY OF DICKINSON**  
**THIRD-PARTY FEASIBILITY STUDY PAYMENT AGREEMENT**  
Reuse Water Pipeline - East Feasibility Study, Project 202617

THIS AGREEMENT (the "Agreement") is made on the 10<sup>th</sup> day of June, 2026 (the "Effective Date"), by and between the City of Dickinson, a North Dakota political subdivision (the "City"), and Gevo, Inc., a Delaware corporation, by and on behalf of itself and its affiliates (the "Company"). The City and Company may be referred to individually as a "Party" and collectively as the "Parties."

**COMPANY INFORMATION**

Company Name and Address: Gevo, Inc.  
345 Inverness Drive South  
Building C, Suite 310  
Englewood, CO 80112

Project: Reuse Water Pipeline - East Feasibility Study, City Project 202617

Maximum Company Payment Obligation: Not to exceed \$200,000.00

**RECITALS**

WHEREAS, the City issued a Request for Qualifications for Professional Engineering Services for the Reuse Water Pipeline - East Feasibility Study, City Project 202617 (the "RFQ"); and

WHEREAS, the RFQ describes a feasibility study to evaluate the technical, financial, environmental, regulatory, right-of-way, constructability, and operational feasibility of a proposed reuse-water pipeline generally extending from the City's Wastewater Reclamation Facility to a large industrial user located in Richardton, North Dakota, with potential related sanitary force-main considerations; and

WHEREAS, the RFQ states that the study is intended to support future decision-making, budgeting, funding applications, permitting strategy, and design authorization; and

WHEREAS, the Company desires to provide payment to support the City's procurement and completion of the feasibility study described in the RFQ, subject to the not-to-exceed amount and terms stated in this Agreement; and

WHEREAS, the City intends to retain full control of consultant selection, contract negotiation, administration, acceptance of deliverables, and use of the final feasibility study for public purposes.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

**1. Purpose.** The purpose of this Agreement is to establish the Company's obligation to pay for, reimburse, or otherwise fund costs incurred by the City for the feasibility study described in the RFQ, in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), and to confirm the City's authority to procure, manage, and accept the professional services for the study.

**2. Project Description.** The study covered by this Agreement is the Reuse Water Pipeline - East Feasibility Study, City Project 202617. The anticipated work includes evaluation of route alternatives, hydraulic capacity, easement and right-of-way needs, highway, railroad, stream, wetland, and utility crossings, pumping or pressure requirements, constructability and access constraints, environmental and cultural-resource considerations, phase cost, and total installed cost. The detailed scope is expected to be consistent with the RFQ and any professional services agreement approved by the City.

**3. City Control of Procurement and Consultant Contract.** The City shall control the procurement process, evaluation of qualifications, consultant selection, negotiation of final scope and fee, contract approval, issuance of notice to proceed, review of work, acceptance of deliverables, and all communications necessary to administer the professional services agreement. Nothing in this Agreement requires the City to select any particular consultant or to approve any scope, fee, route, alternative, permit strategy, or project recommendation.

**4. Company Payment Obligation.** Company shall pay the City for actual costs incurred by the City under the professional services agreement for the feasibility study, together with related City-approved costs directly attributable to the study, up to a maximum aggregate amount of Two Hundred Thousand Dollars (\$200,000.00). Company shall have no obligation to pay amounts above this not-to-exceed limit unless the Parties execute a written amendment approved by the City.

**5. Payment Method and Timing.** The City may invoice Company as consultant invoices are received and approved by the City, or on another mutually agreed schedule. Each City invoice shall identify the amount due and may include reasonable supporting documentation. Company shall pay undisputed amounts within thirty (30) days after receipt of the City invoice. Payment shall be made to the City of Dickinson at the remittance address identified by the City.

**6. Disputed Amounts.** If Company disputes any portion of an invoice, Company shall notify the City in writing within ten (10) business days after receipt of the invoice and shall describe the basis for the dispute. Company shall pay all undisputed amounts when due. The Parties shall work in good faith to resolve any disputed amount promptly.

**7. No Consultant Relationship with Company.** The consultant retained for the feasibility study shall be under contract with the City, not Company, unless otherwise expressly approved by the City in writing. Company shall not direct the consultant's work, require changes to deliverables, or communicate instructions that alter the City-approved scope, schedule, assumptions, conclusions, or recommendations. Company may provide information or comments through the City when requested or permitted by the City.

**8. Deliverables and Use of Study.** Deliverables are expected to include a draft feasibility study report, final feasibility study report, route maps, hydraulic calculations or model output summary, cost estimate methodology, alternatives evaluation matrix, risk register, preliminary implementation schedule, GIS files generated, and meeting minutes, as applicable to the negotiated scope. The City shall own or control the final deliverables to the extent provided in the City's professional services agreement. Company acknowledges that the study is for feasibility-level planning and does not authorize construction or obligate the City to proceed with design, permitting, financing, bidding, easement acquisition, or construction.

**9. Public Records and Confidentiality.** Company acknowledges that the City is a public entity and that this Agreement, invoices, payment records, consultant deliverables, and related correspondence may be subject to North Dakota public records laws. Company shall clearly identify any information it believes is confidential or proprietary, but the City shall determine whether such information is exempt from disclosure under applicable law.

**10. No Gift, Procurement Advantage, or Project Approval.** The Parties intend this Agreement to provide third-party funding for a City-managed feasibility study. This Agreement does not grant Company any procurement preference, exclusive right, utility service right, permit, land-use approval, easement, capacity reservation, rate commitment, construction commitment, or approval of any future project. Any future project authorization shall be subject to applicable law, City approvals, funding, permitting, easement acquisition, and separate agreements, if any.

**11. Compliance with Law.** The Parties shall comply with applicable federal, state, and local laws, rules, and regulations. The City shall administer consultant selection and contracting in accordance with applicable public procurement requirements. Company shall provide payment using lawful funds and shall not request or require the City to take any action inconsistent with applicable law or City policy.

**12. Indemnification.** To the extent permitted by law, Company shall indemnify and hold harmless the City, its officers, employees, agents, and representatives from claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of Company's breach of this Agreement or Company's negligent or wrongful acts or omissions in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity or any limitation of liability available to the City under North Dakota law.

**13. Relationship of Parties.** Nothing in this Agreement creates a partnership, joint venture, agency relationship, or employment relationship between the Parties. The City remains an independent public entity responsible for its own governmental decisions.

**City of Dickinson | Third-Party Feasibility Study Payment Agreement**

**14. Term and Termination.** This Agreement begins on the Effective Date and remains in effect until all payment obligations for approved study costs have been satisfied, unless earlier terminated by written agreement of the Parties. If the City cancels the feasibility study before completion, Company shall remain responsible for approved costs incurred by the City before the effective date of cancellation, subject to the not-to-exceed amount. If Company fails to make required payment, the City may suspend issuance of notice to proceed, suspend study work, withhold deliverables, pursue collection, or exercise any other remedy available at law or equity.

**15. Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The Parties agree that the District Court, Southwest Judicial District, State of North Dakota, is the proper venue for resolving any dispute arising under this Agreement.

**16. Notices.** Notices under this Agreement shall be in writing and delivered personally, by certified mail, by recognized overnight courier, or by email with confirmation of receipt to the addresses listed below, or to such other address as a Party may designate in writing.

City:	Company:
City of Dickinson	Gevo, Inc.
38 1st Street W	345 Inverness Drive South
Dickinson, ND 58601	Building C, Suite 310
Attn: City Administrator / Engineering & Community Development	Englewood, CO 80112 Attn: Legal Department

**17. Assignment.** Company may not assign this Agreement or any payment obligation under this Agreement without the City's prior written consent. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

**18. Amendments.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by law or City policy.

**19. Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**20. Entire Agreement.** This Agreement, together with the RFQ referenced herein, contains the entire agreement between the Parties regarding third-party payment for the feasibility study and supersedes prior oral or written understandings on that subject. In the event of a conflict between this Agreement and the RFQ regarding Company's payment obligation, this Agreement controls.

(Signatures begin on following page)

