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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant To Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): January 5, 2018**

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**Gevo, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35073**  
(Commission  
File Number)

**87-0747704**  
(IRS Employer  
Identification No.)

**345 Inverness Drive South, Building C, Suite 310  
Englewood, CO 80112**  
(Address of principal executive offices)(Zip Code)

**Registrant's telephone number, including area code: (303) 858-8358**

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 5, 2018, the Board of Directors of Gevo, Inc. (the “Company”) promoted Bradford K. Towne to Chief Accounting Officer, and also designated Mr. Towne as the Company’s principal financial and accounting officer for SEC reporting purposes.

Mr. Towne, age 40, has served as the Company’s Controller since October 2016. From December 2014 to October 2016, Mr. Towne provided controller and technical accounting services for various public and private companies, including serving as the Director of Technical Accounting at Envision Healthcare, a provider of physician-led services and post-acute care, and ambulatory surgery services (March 2016 to October 2016), and Vice President, Corporate Controller, of Advanced Emissions Solutions, Inc., a company providing emissions solutions to customers in the power generation and other industries (December 2014 to August 2015). From February 2010 to November 2014, he worked in a number of roles for Dot Hill Systems Corp, a supplier of software and hardware storage systems, including most recently as Director of Accounting, responsible for overseeing accounting and SEC reporting functions. Mr. Towne began his career at KPMG LLP in 2001, where he spent 10 years serving in numerous roles in the audit practice. Mr. Towne holds a bachelor’s degree in accounting and finance from the University of Arizona and is an active Certified Public Accountant in the State of Colorado.

In connection with his promotion, the Company entered into an offer letter agreement with Mr. Towne (the “Offer Letter”), which provides for an annual base salary of \$170,000 and participation in the benefit programs generally provided by the Company in same manner as in his prior role with the Company. If Mr. Towne’s employment is terminated by the Company for any reason other than for cause, he will be entitled to receive severance in the amount of three months of his base salary and immediate vesting of any unvested equity awards.

The foregoing description of the Offer Letter does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Offer Letter, dated January 5, 2018, by and between Gevo, Inc. and Bradford K. Towne.</u></a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GEVO, INC.**

Dated: January 10, 2018

By: /s/ Geoffrey T. Williams, Jr.

Geoffrey T. Williams, Jr.

*General Counsel and Secretary*



**Patrick R. Gruber**  
Chief Executive Officer  
pgruber@gevo.com

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Bradford K. Towne  
Via email  
January 4, 2018

Re: Position as Chief Accounting Officer

Dear Bradford:

We are very pleased to extend to you the position of Chief Accounting Officer Gevo, Inc. (the "Company"), which is estimated to begin on January 15, 2018 or such other date as mutually acceptable. The terms of our offer are as follows:

1. Position.

You will be employed by the Company in a regular, full-time position as Chief Accounting Officer (CAO), reporting to the CEO. You will be expected to devote your full working time and attention to the business of the Company, and not to work for any other business without the Company's approval. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will also be expected to comply with and be bound by the Company's operating policies, procedures and practices that are from time to time in effect during the term of your employment.

2. Salary.

Your annual salary shall be \$170,000, payable in accordance with the Company's normal payroll practices, with such payroll deductions and withholdings as are required by law. Your benefits remain the same as they were prior to appointment as CAO.

3. At Will Employment.

While we look forward to a long and productive relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without notice and with or without cause. Any statements or representations to the contrary (including any statements contradicting any provision in this offer letter) should be regarded by you as ineffective.

4. Separation Benefits.

Upon termination of your employment with the Company for any reason, you will receive payment for all unpaid salary and unused paid time off accrued and earned as of the date of your termination of

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Patrick R. Gruber

Chief Executive Officer

pgruber@gevo.com

employment, and your benefits will be continued under the Company's then existing benefit plans and policies for so long as provided under the terms of such plans and policies and as required by applicable law. In the event that you are terminated by the Company for any reason other than a termination for cause, and such termination results in your incurring a "separation from service" from the Company within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, you will be entitled to receive severance in the amount of three (3) month's salary and the Company will vest all of your unvested stock options and other equity awards (if any) outstanding at the time of such termination, regardless of when such options or equity awards were made.

Termination for "cause" shall not include the Company hiring another person as Chief Financial Officer or you reporting to someone other than the Company's CEO.

5. Arbitration.

You and the Company agree to submit to mandatory and exclusive binding arbitration of any controversy or claim arising out of, or relating to, this offer letter or any breach hereof or your employment relationship, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining equitable relief from a court having jurisdiction over the parties. Any such arbitration shall be conducted through the American Arbitration Association in the State of Colorado, Denver County, before a single arbitrator, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect at that time, and judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6. Miscellaneous.

This offer letter, together with the Employee Proprietary Information and Inventions Agreement, represents the entire agreement between the parties concerning the subject matter of your employment by the Company. This offer letter will be governed by the laws of the State of Colorado without reference to conflict of legal provisions. This agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings between the Parties with respect thereto. This offer will remain open until seven days from the date of this letter. If you decide to accept our offer, and we hope you will, please sign the enclosed copy of this letter in the space indicated and return it to Human Resources at Gevo, Inc. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to contact me.

Congratulations! I look forward to working with you as CAO.

*Signatures Follow*

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**Patrick R. Gruber**

Chief Executive Officer

pgruber@gevo.com

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Best regards,

/s/ Patrick R. Gruber

Patrick R. Gruber

Chief Executive Officer

Accepted and Agreed:

/s/ Bradford K. Towne

Bradford K. Towne

January 5, 2018

Date

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