As filed with the Securities and Exchange Commission on August 12, 2010

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

GEVO, INC.

(Exact name of Registrant as specified in its charter)

Delaware	8731	87-0747704
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112
(303) 858-8358
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Patrick R. Gruber, Ph.D.
Chief Executive Officer
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Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer (Do not check if a smaller reporting company) ☒	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Common Stock, $0.01 par value	$150,000,000	$10,695

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933. Includes the offering price of additional shares that the underwriters have the option to purchase.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information contained in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS Subject to Completion August 12, 2010

Shares

gevo™

Common Stock

This is the initial public offering of our common stock. No public market currently exists for our common stock. We are offering all of the shares of common stock offered by this prospectus. We expect the public offering price to be between $ and $ per share.

We have applied to list our common stock on The Nasdaq Global Market, under the symbol "GEVO."

Investing in our common stock involves a high degree of risk. Before buying any shares, you should carefully read the discussion of material risks of investing in our common stock in "Risk factors" beginning on page 15 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions	$	$
Proceeds, before expenses, to us	$	$

The underwriters may also purchase up to an additional shares of our common stock at the public offering price, less the underwriting discounts and commissions payable by us, to cover over-allotments, if any, within 30 days from the date of this prospectus. If the underwriters exercise this option in full, the total underwriting discounts and commissions will be $ and our total proceeds, before expenses, will be $.

The underwriters are offering the common stock as set forth under "Underwriting." Delivery of the shares will be made on or about , 2010.

UBS Investment Bank **Goldman, Sachs & Co.**

Piper Jaffray

You should rely only on the information contained in this prospectus. We and the underwriters have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date on the front cover of this prospectus, or such other dates as are stated in this prospectus, regardless of the time of delivery of this prospectus or of any sale of our common stock.

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DEALER PROSPECTUS DELIVERY OBLIGATION

Until , 2010 (25 days after commencement of this offering), all dealers that buy, sell, or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Conventions that apply to this prospectus

Unless the context otherwise requires, in this prospectus:

- "the company," "we," "us" and "our" refer to Gevo, Inc. and its subsidiary, Gevo Development, LLC, as the context requires;
- "MGPY" refers to million gallons per year;
- "BGPY" refers to billion gallons per year;
- "SRI" refers to SRI Consulting, a division of Access Intelligence, LLC;
- "CMAI" refers to Chemical Market Associates, Inc.;
- "EIA" refers to the US Energy Information Association;
- "IEA" refers to the International Energy Agency;
- "RFA" refers to the Renewable Fuels Association;
- "MPI" refers to the MPI Group;
- "Nexant" refers to Nexant, Inc.; and
- "CDTECH" refers to Catalytic Distilation Technologies.

Certain market data presented in this prospectus has been derived from data included in various biofuels industry publications, surveys and forecasts, including those generated by SRI, CMAI, the EIA, the IEA, the RFA, MPI and Nexant. Certain target market sizes presented in this prospectus have been calculated by us (as further described below) based on such data. We have assumed the correctness and truthfulness of such data, including projections and estimates, when we use them in this prospectus. You should read our cautionary statement in the section entitled "Forward-Looking Statements."

With respect to calculation of product market volumes:

- product market volumes are provided solely to show the magnitude of the potential markets for isobutanol and the products derived from it. They are not intended to be projections of our actual isobutanol production or sales;
- product market volume calculations are based on data available for the year 2007; and
- volume data with respect to target market sizes is derived from data included in various industry publications, surveys and forecasts generated by SRI, CMAI, the EIA, the IEA and Nexant. We have converted these sizes into volumes of isobutanol as follows:
  - we calculate the size of the market for isobutanol as a gasoline blendstock and oxygenate by multiplying the world gasoline market volume by an estimated 12.5% by volume isobutanol blend ratio;
  - we calculate the size of the specialty chemicals markets by substituting volumes of isobutanol equivalent to the volume of products currently used to serve these markets;
  - we calculate the size of the petrochemicals and hydrocarbon fuels markets by calculating the amount of isobutanol that, if converted into the target products at theoretical yield, would be needed to fully serve these markets (in substitution for the volume of products currently used to serve these markets); and
  - for consistency in measurement, where necessary we convert all market sizes into gallons.

Prospectus summary

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information you should consider in making your investment decision. You should read this summary together with the more detailed information, including our financial statements and the related notes, appearing elsewhere in this prospectus. You should carefully consider, among other things, the matters discussed in "Risk Factors," before making an investment decision.

BUSINESS OVERVIEW

Our company

We are a renewable chemicals and advanced biofuels company. Our strategy is to commercialize biobased alternatives to petroleum-based products using a combination of synthetic biology and chemical technology. In order to implement this strategy, we are taking a building block approach. We intend to produce and sell isobutanol, a four carbon alcohol. Isobutanol can be sold directly for use as a specialty chemical or a value-added fuel blendstock. It can also be converted into butenes using simple dehydration chemistry deployed in the refining and petrochemicals industries today. Butenes are primary hydrocarbon feedstocks that can be employed to create substitutes for the fossil fuels used in the production of plastics, fibers, rubber, other polymers and hydrocarbon fuels. Customer interest in our isobutanol is primarily driven by its potential to serve as a building block to produce alternative sources of raw materials for their products at competitive prices. We believe products made from biobased isobutanol will be subject to less cost volatility than the petroleum-derived products in use today. We believe that the products derived from isobutanol have potential applications in approximately 40% of the global petrochemicals market, representing a potential market for isobutanol of approximately 67 BGPY, based upon volume data from SRI, CMAI and Nexant, and substantially all of the global hydrocarbon fuels market, representing a potential market for isobutanol of approximately 900 BGPY, based upon volume data from IEA. When combined with a potential specialty chemical market for isobutanol of approximately 1.1 BGPY, based upon volume data from SRI, and a potential fuel blendstock market for isobutanol of approximately 40 BGPY, based upon data from the IEA, the potential global market for isobutanol is approximately 1,008 BGPY.

We also believe that the raw materials produced from our isobutanol will be drop-in products, which means that customers will be able to replace petroleum-derived raw materials with isobutanol-derived raw materials without modification to their equipment or production processes. In addition, the final products produced from our isobutanol-based raw materials will be chemically identical to those produced from petroleum-based raw materials, except that they will contain carbon from renewable sources. We believe that at every step of the value chain, renewable products that are chemically identical to incumbent petrochemical products will have lower market adoption hurdles, as the infrastructure and applications already exist.

In order to produce and sell isobutanol made from renewable sources, we have developed the Gevo Integrated Fermentation Technology™, or GIFT™, an integrated technology platform for the efficient production and separation of isobutanol. GIFT™ consists of two components, proprietary biocatalysts which convert sugars derived from multiple renewable feedstocks into isobutanol through fermentation, and a proprietary separation unit which is designed to continuously separate isobutanol from water during the fermentation process. We developed our technology platform to be compatible with the existing approximately 20 BGPY of global operating ethanol production capacity, as estimated by the RFA. GIFT™ is designed to allow relatively low capital expenditure retrofits of existing ethanol facilities, enabling a rapid and cost-efficient route to isobutanol production from the fermentation of renewable feedstocks. We believe that this cost-efficient production route will enable rapid deployment of our technology platform and allow our isobutanol and the products produced from it to be economically competitive with many of the petroleum-derived products used in the chemicals and fuels markets today.

We expect that the combination of our efficient proprietary technology, our marketing focus on providing substitutes for the raw materials of well-known and widely used products and our relatively low capital investment retrofit approach will mitigate many of the historical issues associated with the commercialization of renewable chemicals and fuels.

Our markets

Relative to petroleum-based products, we expect that chemicals and fuels made from our isobutanol will provide our potential customers with the advantages of lower cost volatility and increased supply options for their raw materials. Our isobutanol, and the products produced from it will also offer our potential customers the additional benefit of being able to market their products as environmentally sensitive.

Our initial commercialization efforts are focused on the following markets:

- **Isobutanol.** Without any modification, isobutanol has applications as a specialty chemical and a fuel blendstock. In the fuel blendstock market, isobutanol can be used to replace high value blendstocks such as alkylate and can be blended in conjunction with, or as a substitute for, ethanol and other widely-used fuel oxygenates. Our estimate of the global market for isobutanol as a gasoline oxygenate is approximately 40 BGPY, based upon data from the IEA. While isobutanol can be used as a replacement for ethanol, its product properties are significantly differentiated from ethanol. As a gasoline blendstock, isobutanol's low vapor pressure, high energy content and low water solubility versus ethanol make it a valuable product that can be sold directly to refiners and is expected to be compatible with existing engine and industry infrastructure, including pipeline assets. Isobutanol can also be sold for immediate use as a solvent. This global market for butanol represents approximately 1.1 BGPY, based upon volume data from SRI. Combined, the total global market for isobutanol as a fuel blendstock and specialty chemical represents approximately 41.1 BGPY.
- **Plastics, Fibers, Rubber and Other Polymers.** Isobutanol can be converted by our potential customers into a wide variety of hydrocarbons, which form the basis for the production of many products, including: rubber, lubricants, additives, methyl methacrylate, polypropylenes, polyesters and polystyrene, representing an aggregate potential market for isobutanol of approximately 67 BGPY, based upon volume data from SRI, CMAI and Nexant.
- **Hydrocarbon Fuels.** The hydrocarbons that can be produced from isobutanol can be used to manufacture specialty gasoline blendstocks, jet and diesel fuel, as well as other hydrocarbon fuels. The hydrocarbon fuels that can be produced from isobutanol collectively represent a potential market for isobutanol of over 900 BGPY, based upon volume data from IEA.

Much of the technology necessary to convert isobutanol into plastics, fibers, rubber, other polymers and hydrocarbon fuels is known and practiced in the chemicals industry today. Our technology will allow us to access these large target markets by delivering isobutanol at a cost structure that allows for the adoption of renewable products into markets that were once the exclusive domain of petroleum-based chemicals and fuels.

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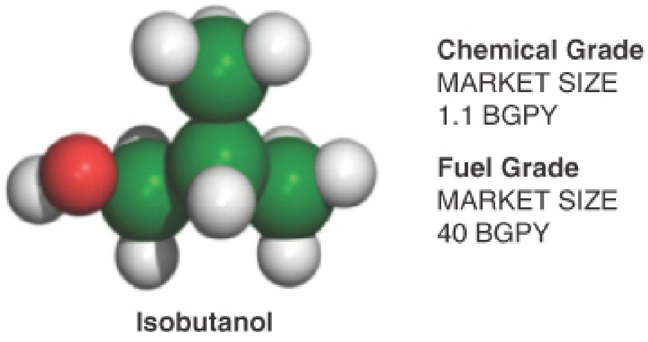
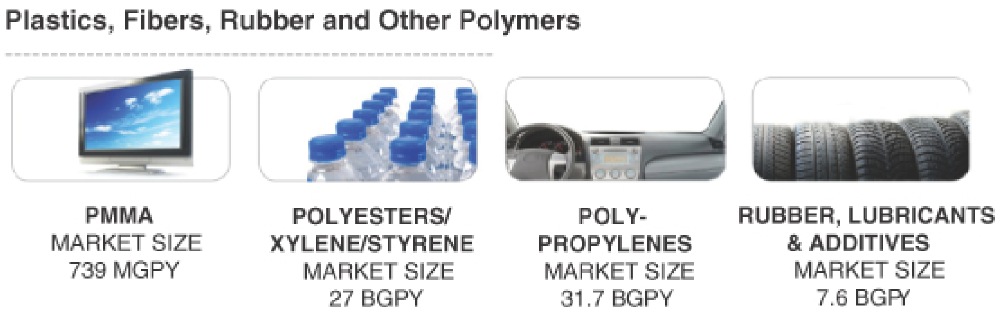
The graphic below outlines the variety and the magnitude of the markets that we are targeting for the initial commercialization of our isobutanol:



Our biobased isobutanol provides us with substantial opportunities in major markets currently dominated by petroleum-derived products.



The volume data set forth above have been provided solely to show the magnitude of the potential markets for isobutanol and its derivatives. They are not intended to be projections of our isobutanol production or sales. See "Conventions that apply to this prospectus" for the basis of our calculations of the volumes of isobutanol that could serve these markets.

Our commercialization plan

Our strategy of retrofitting existing ethanol production facilities to produce isobutanol allows us to project substantially lower capital outlays and a faster commercial deployment schedule than the construction of new plants. We believe that this retrofit approach will allow us to rapidly expand our isobutanol production capacity in response to customer demand. GIFT™ is designed to enable the economic production of isobutanol and other alcohols from multiple renewable feedstocks, including grains, sugar cane and cellulosic feedstocks. We expect that our feedstock flexibility will allow our technology to be deployed worldwide and will enable us to offer our customers protection from the raw material cost volatility historically associated with petroleum-based products. As a result, we believe our isobutanol not only offers a compelling value proposition to customers in the chemicals and fuels markets, but should also increase the operating margins of existing ethanol plants.

We plan to align our isobutanol production capacity with specific customer demand. Accordingly, we are developing a pipeline of future customers for our isobutanol and its derivative chemical products across multiple global chemicals and fuels markets. In anticipation of our targeted initial commercial production of isobutanol in the first half of 2012, we have entered into a number of letters of intent and we are negotiating the final terms of several definitive agreements with future customers and partners in the chemicals and fuels markets, including:

- **LANXESS Inc.**, a leading chemicals company;
- **TOTAL PETROCHEMICALS USA, INC.**, an affiliate of TOTAL S.A., a major oil and gas integrated company;
- **Toray Industries, Inc.**, a leader in the development of fibers, plastics and chemicals;
- **United Air Lines, Inc.**, a major commercial airline; and
- **CDTECH**, a leading hydrocarbon technology provider for the petrochemical and refining industry.

In addition, we are in discussions with major refiners that have indicated an interest in forming partnerships with us to manufacture renewable jet fuel using our isobutanol. We are also actively pursuing commercial relationships with petrochemical companies and large brand owners regarding the use of our isobutanol in the production of biobased plastics. We believe that these relationships will contribute to the development of chemical and fuel market applications of our isobutanol. However, there can be no assurance that we will be able to enter into definitive supply agreements with the potential customers discussed above, or attract customers based on our arrangements with the petrochemical companies and large brand owners discussed above.

We are currently in discussions with several ethanol plant owners that have expressed an interest in either selling their facilities to us or entering into joint ventures with us to retrofit their plants to produce isobutanol. Collectively, these ethanol plant owners represent over 1.8 BGPY of ethanol capacity. However, there can be no assurance that we will be able to acquire access to ethanol plants from these owners.

We are currently targeting initial commercial production of isobutanol to begin in the first half of 2012. In connection with meeting this target, in August 2010 we entered into an acquisition agreement with Agri-Energy, LLC, Agri-Energy Limited Partnership, CORN-er Stone Ethanol Management, Inc. and CORN-er Stone Farmers' Cooperative, referred to collectively as Agri-Energy. Upon and subject to the closing of the transactions contemplated by the acquisition agreement, we will acquire a 22 MGPY ethanol production facility in Luverne, Minnesota which we intend to retrofit for isobutanol production. We have agreed to pay a purchase price of approximately $20.7 million. In addition, we are acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. We expect to pay the aggregate purchase price with available cash reserves and previously arranged financing. While we currently expect to consummate this acquisition by September 2010, there can be no assurance that we will complete this acquisition.

Our production solution

We developed our technology platform to be compatible with the existing approximately 20 BGPY of global operating ethanol production capacity. GIFT™ is designed to allow relatively low capital expenditure retrofits of existing ethanol facilities, enabling a rapid and cost-efficient route to isobutanol production. GIFT™ isobutanol production is very similar to existing ethanol production, except that we replace the ethanol producing biocatalyst with our isobutanol producing biocatalyst and we incorporate well-known equipment into the production process to separate and collect the isobutanol. We have designed our production technology to minimize the disruption of ethanol production during the retrofit process, mitigating the costs associated with downtime as the plant is modified.

A commercial engineering study completed in May 2010 by ICM, Inc., or ICM, a leading engineering firm that has designed approximately 60% of the RFA-estimated 12 BGPY US operating ethanol production capacity, projected that each GIFT™ retrofit process would take approximately 14 months to complete. Following an estimated two-week period to transition to isobutanol production, we expect the corn ethanol facility will be able to produce isobutanol, as well as protein fermentation meal as an animal feed co-product, while operating in substantially the same manner as it did prior to the retrofit. Consistent with the practice typical in conventional corn ethanol production, we intend to market the high-protein, high-energy animal feed that will be produced as a co-product of our isobutanol fermentation process to offset a significant portion of our grain feedstock costs.

Through an exclusive alliance with ICM, we have successfully demonstrated the production of isobutanol via the retrofit of a 1 MGPY ethanol facility in St. Joseph, Missouri using our first-generation biocatalyst. We plan to secure access to existing ethanol production facilities through direct acquisitions and joint ventures. We will then work with ICM to deploy our technology platform through retrofit of these production facilities. The May 2010 commercial engineering study completed by ICM estimated the capital costs associated with the retrofit of a standard 50 MGPY ICM-designed corn ethanol plant to be approximately $22 to 24 million and the capital costs associated with the retrofit of a standard 100 MGPY ICM-designed corn ethanol plant to be approximately $40 to 45 million. These projected retrofit capital expenditures are substantially less than estimates for new plant construction for the production of advanced biofuels, including cellulosic ethanol.

In August 2010, we entered into an acquisition agreement with Agri-Energy to acquire a 22 MGPY ethanol production facility in Luverne, Minnesota. Based on ICM's initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce 18 MGPY of isobutanol. Although there can be no assurance of the consummation of the transactions contemplated in the acquisition agreement, we currently expect the transactions to close in September 2010. We anticipate beginning our retrofit of the Luverne facility in the fourth quarter of 2010 and expect to begin commercial production of isobutanol at the Luverne facility in the first half of 2012. We then plan to expand our production capacity beyond this facility to produce and sell over 500 million gallons of isobutanol in 2014.

GIFT™: Our proprietary biocatalysts, fermentation and recovery process

Our biocatalysts are microorganisms that have been designed to metabolize sugars to produce isobutanol. Our technology team develops these proprietary biocatalysts to efficiently convert fermentable sugars of all types by engineering isobutanol pathways into the biocatalysts, and then minimizing the production of unwanted by-products to improve isobutanol yield and purity, thereby reducing operating costs. Using our first-generation biocatalyst, based on a bacterial platform, we have demonstrated that we can produce isobutanol at key commercial parameters, validating our biotechnology pathways and efficiencies. We are now nearing completion of the development of our second-generation biocatalyst, which uses a yeast platform. This biocatalyst can produce isobutanol from any fuel ethanol feedstock currently in commercial use, including grains (e.g., corn, wheat, sorghum and barley) and sugar cane.

In addition, through an exclusive license and a services arrangement with Cargill, Incorporated, or Cargill, we are working to develop a future-generation yeast biocatalyst specifically designed to efficiently produce isobutanol from the sugars derived from cellulosic feedstocks, including crops that are specifically cultivated to be converted into fuels (e.g., switchgrass), forest residues (e.g., waste wood, pulp and sustainable wood), agricultural residues (e.g., corn stalks, leaves, straw and grasses) and municipal green waste (e.g., grass clippings and yard waste). Our yeast biocatalysts are built upon robust industrial varieties of yeast that are widely used in large-scale fermentation processes, such as ethanol and lactic acid production. We have carefully selected our yeast biocatalyst platforms for their tolerance to isobutanol and other conditions present during an industrial fermentation process, as well as their known utility in large-scale commercial production processes. As a result, we believe our second- and future-generation biocatalysts will be well-suited to produce isobutanol in commercial industrial settings and expect them to equal or exceed the performance of the yeast used in prevailing grain ethanol production processes.

Our proprietary integrated fermentation and recovery process provides enhanced fermentation performance as well as low cost, energy-efficient recovery of isobutanol and other alcohols. GIFT™ permits the continuous removal of isobutanol as it is formed, allowing our biocatalysts to continue processing sugar into isobutanol at a high rate without being suppressed by rising levels of isobutanol in the fermentor, thereby reducing the time to complete the fermentation. Using our biocatalysts, we have demonstrated that GIFT™ enables isobutanol fermentation times equal to, or less than, that achieved in the current conventional production of ethanol. Meeting the conventional ethanol fermentation time is important because it allows us to lower capital expenditures by leveraging the existing ethanol infrastructure. Finally, isobutanol's unique characteristics in conjunction with the GIFT™ system reduce energy consumption during distillation.

Our competitive strengths

- **Renewable platform molecule to serve multiple large drop-in markets**. We believe that the butenes produced from our isobutanol will serve as renewable alternatives for the production of plastics, fibers, rubber and other polymers which comprise approximately 40% of the global petrochemicals market, and will have potential applications in substantially all of the global hydrocarbon fuels market, enabling our customers to reduce raw material cost volatility, diversify suppliers and improve feedstock security. We believe that we will face reduced market adoption barriers because products derived from our isobutanol are chemically identical to petroleum-derived products, except that they will contain carbon from renewable sources.
- **Proprietary, low cost technology with global applications**. We believe that GIFT™ is currently the only known biological process to produce isobutanol cost-effectively from renewable carbohydrate sources, which will enable the economic production of hydrocarbon derivatives of isobutanol. Our proprietary separation unit is designed to achieve superior energy efficiency in comparison to other known separation processes for isobutanol and, as a result, reduces energy consumption costs—the second

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largest operating cost component of isobutanol production. Additionally, GIFT™ is designed to enable the economic production of isobutanol and other alcohols from multiple renewable feedstocks, which will allow our technology to be deployed worldwide.

- **Capital-light commercial deployment strategy optimized for existing infrastructure**. We have designed GIFT™ to enable capital-light retrofits of existing ethanol facilities, which allows us to leverage the existing approximately 20 BGPY of global operating ethanol production capacity. This approach allows us to project substantially lower capital outlays and a faster commercial deployment schedule than the construction of new plants. Notably, our calculations based on expected costs of retrofit, operating costs, volume of isobutanol production and price of isobutanol suggest that GIFT™ retrofits will result in an approximate two-year payback period on the capital invested in the retrofit.
- **GIFT™ demonstrated at commercially relevant scale**. We have completed the retrofit of a 1 MGPY ethanol facility and successfully produced isobutanol at this facility using our first-generation biocatalyst, achieving our commercial targets for concentration, yield and productivity. These operations also demonstrated the effectiveness of our proprietary technology, confirming the fermentation performance of our biocatalyst technology and our ability to effectively separate isobutanol from water as it is produced. Also, we believe that our entry into the acquisition agreement with Agri-Energy demonstrates the readiness of our technology for commercial deployment and supports our plan to commence initial commercial-scale isobutanol production in the first half of 2012.
- **Strategic relationships with chemicals, fuels and engineering industry leaders**. We have entered into strategic relationships with global industry leaders to accelerate the execution of our commercial deployment strategy both in the US and internationally. A number of our strategic partners are also direct or indirect investors in our company.
- **Experienced team with a proven track record**. Our management team offers an exceptional combination of scientific, operational and managerial expertise. Our CEO, Dr. Patrick Gruber, has spent over 20 years developing and successfully commercializing industrial biotechnology products, and our top five executive officers named in this prospectus average 19 years of relevant experience. Across the company, our employees have 450 combined years of biotechnology, synthetic biology and biobased product experience. Our employees have generated over 300 patent and patent application authorships over the course of their careers, and have played key roles in the commercialization of several successful, large-scale industrial biotechnology projects.

Our strategy

Our strategy is to commercialize our isobutanol for use directly as a specialty chemical and low vapor pressure fuel blendstock and for conversion into plastics, fibers, rubber, other polymers and hydrocarbon fuels. Key elements of our strategy include:

- **Deploy first commercial production facility**. In August 2010, we entered into an acquisition agreement with Agri-Energy. Upon and subject to the consummation of the transactions contemplated by the acquisition agreement, we will acquire a 22 MGPY ethanol production facility in Luverne, Minnesota. We expect to begin our retrofit of the Luverne facility in the fourth quarter of 2010 and commence commercial production of approximately 18 MGPY of isobutanol at the Luverne facility in the first half of 2012.
- **Enter into supply agreements with customers to support capacity growth**. We intend to transition the letters of intent that we have already received into firm supply agreements, and then add to our customer pipeline by entering into isobutanol supply agreements for further capacity with additional customers in the refining, specialty chemicals and transportation sectors both in the US and internationally.
- **Expand our production capacity via retrofit of additional existing ethanol facilities**. As we secure supply agreements with customers, we plan to acquire or gain access to additional and larger scale

ethanol facilities via acquisitions or joint ventures. We believe that our exclusive alliance with ICM will enhance our ability to rapidly deploy our technology on a commercial scale at these facilities. We plan to acquire access to additional production capacity to enable us to produce and sell over 500 million gallons of isobutanol in 2014.

- **Expand adoption of our isobutanol across multiple applications and markets**. We intend to drive adoption of our isobutanol in multiple US and international chemicals and fuels end-markets by offering a renewable product with superior properties at a competitive price. In addition, we intend to leverage existing and potential strategic partnerships with hydrocarbon companies to accelerate the use of isobutanol as a building block for drop-in hydrocarbons. This strategy will be implemented through direct supply agreements with leading chemicals and fuels companies, as well as through alliances with key technology providers.
- **Align the value chain for our isobutanol by collaborating with large brand owners**. We are developing relationships with large brand owners to purchase products made from our isobutanol by third-party chemicals and fuels companies. For example, we recently entered into a letter of intent with United Air Lines, Inc. to purchase significant quantities of renewable jet fuel made from our isobutanol. We intend to use these relationships to obtain contracts to sell our isobutanol directly into the manufacturing chain that will use our isobutanol as a building block in the production of renewable jet fuel.
- **Incorporate additional feedstocks into our isobutanol production facilities**. Our second-generation biocatalyst can produce isobutanol from any fuel ethanol feedstock currently in commercial use, including grains (e.g., corn, wheat, sorghum and barley) and sugar cane. We are developing a future-generation biocatalyst under contract with Cargill. We believe that this future-generation biocatalyst will enable us to efficiently integrate mixed sugars from cellulosic feedstocks into our production facilities when the technology to separate and break down cellulosic biomass into separate simple sugar molecules becomes commercially available. While our initial focus is to access corn ethanol facilities in the US, the ability of our biocatalyst to produce isobutanol from multiple feedstocks will support our future efforts to expand production of isobutanol into international markets that use sugar cane or other grain feedstocks, either directly or through partnerships.

Industry overview

Petroleum is a fundamental source of chemicals and fuels, with annual global demand in 2008 estimated at $3.0 trillion, according to MPI. Today's organic chemicals and fuels are predominantly derived from petroleum, as it historically has been convenient and inexpensive. However, recent fundamental trends including increasing petroleum demand (especially from emerging markets), limited new supply, price volatility and the changing regulatory framework in the US and internationally with regard to the environmental impact of fossil fuels, has increased the need for economical, renewable and environmentally sensitive alternatives to petroleum at stable prices.

These market developments, combined with advances in synthetic biology and metabolic pathway engineering, have encouraged the convergence between the industrial biotechnology and energy sectors. These new technologies enable the production of flexible platform chemicals, such as isobutanol, from renewable sources instead of fossil fuels, at economically attractive costs. We believe that isobutanol and the products derived from it will have potential applications in approximately 40% of the global petrochemicals market and substantially all of the global fuels market, and that our isobutanol fulfills an immediate need for alternatives to petroleum.

Corporate information

We were incorporated in Delaware in June 2005 under the name Methanotech, Inc. Our principal executive offices are located at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112, and our telephone number is (303) 858-8358. Our website address is www.gevo.com. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus.

Our logos, "Gevo™," "GIFT™" and "Gevo Integrated Fermentation Technology™" and other trademarks or service marks of Gevo, Inc. appearing in this prospectus are the property of Gevo, Inc. This prospectus contains additional trade names, trademarks and service marks of other companies. We do not intend our use or display of other companies' trade names, trademarks or service marks to imply relationships with, or endorsement or sponsorship of us by, these other companies.

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The offering

Common stock offered by Gevo	shares (or shares if the underwriters exercise their option to purchase additional shares in full).
Common stock to be outstanding after this offering.	shares (or shares if the underwriters exercise their option to purchase additional shares in full).
Proposed Nasdaq Global Market symbol	“GEVO”
Use of proceeds	We currently intend to use all or a portion of the net proceeds of this offering, together with existing cash and cash equivalents, to acquire access to ethanol facilities through direct acquisition and joint ventures, and retrofit those facilities to produce isobutanol. Other than our acquisition agreement with Agri-Energy, we do not have agreements or commitments for any specific acquisitions at this time. We may also use a portion of the net proceeds of this offering to fund working capital and other general corporate purposes, including paying off certain of our long-term debt obligations and the costs associated with being a public company. Please see “Use of Proceeds.”
Risk factors	See “Risk Factors” starting on page 15 of this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.

The number of shares of common stock to be outstanding after this offering is based on 15,666,183 shares outstanding as of July 31, 2010 and excludes:

- 2,854,315 shares of common stock issuable upon the exercise of options outstanding as of July 31, 2010 at a weighted average exercise price of $2.59 per share;
- 858,000 shares of common stock issuable upon the exercise of outstanding common stock warrants as of July 31, 2010 at an exercise price of $2.70 per share;
- 306,109 shares of common stock issuable upon the exercise of outstanding preferred stock warrants as of July 31, 2010 at a weighted average exercise price of $5.42 per share, based on the one-to-one conversion rate in effect as of July 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering); and
- shares of common stock reserved for issuance under our 2010 stock incentive plan, which will become effective in connection with the consummation of this offering.

Except as otherwise indicated, all information in this prospectus assumes:

- the conversion of all of our outstanding shares of preferred stock into 14,505,526 shares of common stock in connection with the consummation of this offering, based on the one-to-one conversion rate in effect as of July 31, 2010 (see Note 8 to our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and the related conversion of all outstanding preferred stock warrants into common stock warrants;
- no exercise of the underwriters' option to purchase additional shares; and
- the filing of our amended and restated certificate of incorporation, which will occur in connection with the consummation of this offering.

Summary historical and pro forma as adjusted financial data

The following table sets forth a summary of our historical consolidated financial data for the periods ended or as of the dates indicated. We have derived the consolidated statements of operations data for the years ended December 31, 2007, 2008 and 2009 from our audited consolidated financial statements appearing elsewhere in this prospectus. We have derived the consolidated statements of operations data for the three months ended March 31, 2009 and 2010 and the consolidated balance sheet data as of March 31, 2010 from our unaudited interim consolidated financial statements appearing elsewhere in this prospectus. You should read this table together with our consolidated financial statements and the accompanying notes, "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus. The unaudited interim consolidated financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly our financial position as of March 31, 2010 and results of operations for the three months ended March 31, 2009 and 2010. The summary historical consolidated financial data in this section is not intended to replace our consolidated financial statements and the accompanying notes. Our historical results are not necessarily indicative of our future results.

The following table also sets forth summary unaudited pro forma, as adjusted financial data, which gives effect to the Agri-Energy acquisition and related transactions and this offering. This pro forma, as adjusted financial data is presented for informational purposes only and does not purport to represent what our consolidated results of operations or financial position actually would have been had the transactions reflected occurred on the dates indicated or to project our financial condition as of any future date or results of operations for any future period.

Our Series A-1, Series A-2, Series A-3, Series A-4, Series B, Series C, Series D and Series D-1 preferred stock are collectively referred to as "convertible preferred stock" for financial reporting purposes and in the financial tables included in this prospectus, as more fully explained in Note 8 to our consolidated financial statements. In other parts of this prospectus, we refer to our Series A-1, Series A-2, Series A-3, Series A-4, Series B, Series C, Series D and Series D-1 preferred stock collectively as "preferred stock."

Consolidated statements of operations data:	Year ended December 31, 2007	Year ended December 31, 2008	Year ended December 31, 2009	Three months ended March 31, 2009	Three months ended March 31, 2010	Pro forma, as adjusted(5) Year ended December 31, 2009	Pro forma, as adjusted(5) Three months ended March 31, 2010
Revenue	$ 275,000	$ 208,000	$ 660,000	$ 158,000	$ 330,000		
Operating expenses:							
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(1,820,000)	(4,668,000)		
General and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(1,567,000)	(2,642,000)		
Lease termination costs	(894,000)	—	—	—	—		
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(22,000)	—	—		
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(3,387,000)	(7,310,000)		
Loss from operations	(7,162,000)	(13,311,000)	(18,569,000)	(3,229,000)	(6,980,000)		
Other (expense) income:							
Interest expense	(140,000)	(1,385,000)	(1,103,000)	(250,000)	(308,000)		
Interest and other income	76,000	154,000	277,000	17,000	19,000		
Loss from change in fair value of warrant liabilities(1)	—	—	(490,000)	(455,000)	(590,000)		
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(688,000)	(879,000)		
Net loss	(7,226,000)	(14,542,000)	(19,885,000)	(3,917,000)	(7,859,000)		
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(21,000)		
Net loss attributable to Gevo, Inc. common stockholders	$(7,226,000)	$(14,542,000)	$(19,885,000)	$(3,917,000)	$(7,880,000)		
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (3.60)	$ (7.02)		
Weighted average number of common shares used in computing net loss per share of common stock, basic and diluted	976,909	1,051,848	1,100,294	1,087,674	1,123,045		
Net loss used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(2)(3)			$(19,395,000)		$(7,269,000)		
Pro forma net loss per share of common stock, basic and diluted (unaudited)(4)			$ (1.62)		$ (0.53)		
Weighted average number of common shares used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(4)			11,966,689		13,789,374		

(1) On January 1, 2009, we changed the manner in which we account for warrants that are exercisable into preferred stock, as described in Note 15 to our consolidated financial statements.

(2) Net loss used in computing pro forma basic and diluted net loss per share of common stock has been adjusted to add back losses resulting from remeasurement of the convertible preferred stock warrant liability as these measurements would no longer be required when the convertible preferred stock warrants become warrants to purchase shares of the company's common stock.

(footnotes continued on following page)

(3) Net loss used in computing pro forma basic and diluted net loss per share of common stock has been adjusted to remove the deemed dividend associated with the amortization of the beneficial conversion feature on our Series D-1 preferred stock. See Note 8 to our consolidated financial statements.

(4) Pro forma basic and diluted net loss per share of common stock and weighted average number of common shares used in computing pro forma basic and diluted net loss per share of common stock for the year ended December 31, 2009 and the three months ended March 31, 2010 give effect to the conversion of all of our outstanding convertible preferred stock upon completion of this offering, based on the one-to-one conversion rate in effect as of March 31, 2010 for all periods presented, and, for the pro forma, as adjusted presentation, give effect to this conversion and the sale of shares in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

(5) The pro forma, as adjusted statement of operations data reflects the combined results of operations of the company and Agri-Energy for the year ended December 31, 2009 and the three months ended March 31, 2010 as if the transactions contemplated by the acquisition agreement with Agri-Energy and the related transactions had occurred on January 1, 2009 and also gives effect to (i) the sale of shares in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable or paid by us, and (ii) the conversion of all of our outstanding convertible preferred stock into common stock (and the related reversal of amortization associated with the beneficial conversion feature of our Series D-1 preferred stock) and the conversion of all of our preferred stock warrants into common stock warrants (and the reversal of losses resulting from remeasurement of the convertible preferred stock warrant liability as these measurements would no longer be required), in each case, upon completion of this offering based on the one-to-one conversion rate in effect as of March 31, 2010 for all periods presented. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

	As of March 31, 2010		
Consolidated balance sheet data:	**Actual**	**Pro forma(1)**	**Pro forma as adjusted(2)(3)**
Cash and cash equivalents	$32,428,000	$32,428,000	
Working capital	27,085,000	27,085,000	
Total assets	37,504,000	37,504,000	
Convertible preferred stock warrant liability	1,572,000	—	
Current and long-term secured debt, net of debt discounts	7,770,000	7,770,000	
Convertible preferred stock	135,000	—	
Gevo, Inc. stockholders’ equity	23,493,000	25,065,000	

(1) The pro forma consolidated balance sheet data gives effect to (i) the conversion of all of our outstanding convertible preferred stock in connection with the completion of this offering, based on the one-to-one conversion rate in effect as of March 31, 2010 for all periods presented (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and (ii) conversion of all of our warrants for convertible preferred stock into warrants for common stock and the related reclassification of convertible preferred stock warrant liability to stockholders’ equity upon the completion of this offering.

(2) The pro forma, as adjusted consolidated balance sheet data gives effect to the items described in footnote (1) above as well as (i) the sale of shares of common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and (ii) the effects of the Agri-Energy acquisition, including the use of $ in cash, net of cash acquired, and our incurrence of $12.5 million in long-term debt in connection with the consummation of the transactions contemplated by the acquisition agreement with Agri-Energy.

(3) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase or decrease, as applicable, our pro forma, as adjusted cash and cash equivalents, working capital, total assets and stockholders’ equity by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Risk factors

Investing in our common stock involves a high degree of risk. You should carefully consider the following risk factors, as well as the other information in this prospectus, before deciding whether to invest in shares of our common stock. The occurrence of any of the events described below could harm our business, financial condition, results of operations and growth prospects. In such an event, the trading price of our common stock may decline and you may lose all or part of your investment.

RISKS RELATING TO OUR BUSINESS AND STRATEGY

We are a development stage company with a history of net losses, and we may not achieve or maintain profitability.

We have incurred net losses since our inception, including losses of $7.2 million, $14.5 million and $19.9 million in 2007, 2008 and 2009, respectively, and $7.9 million for the three months ended March 31, 2010. As of March 31, 2010, we had an accumulated deficit of $50.3 million. We expect to incur losses and negative cash flow from operating activities for the foreseeable future. We are a development stage company and, to date, our revenues have been extremely limited and we have not generated any revenues from the sale of isobutanol. What revenue we have has been primarily derived from government grants and cooperative agreements, and we expect to derive a substantial portion of our revenues from these sources until such time as we complete the acquisition of the Agri-Energy ethanol production facility. If our existing grants and cooperative agreements are canceled prior to the expected end dates or we are unable to obtain new grants and cooperative agreements, our revenues could be adversely affected. Furthermore, we expect to spend significant amounts on further development of our technology, acquiring or otherwise gaining access to ethanol plants and retrofitting them for isobutanol production, marketing and general and administrative expenses associated with our planned growth and management of operations as a public company. As a result, even if our revenues increase substantially, we expect that our expenses will exceed revenues for the foreseeable future. We do not expect to achieve profitability during this period, and may never achieve it. If we fail to achieve profitability, or if the time required to achieve profitability is longer than we anticipate, we may not be able to continue our business. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis.

Our planned acquisition of Agri-Energy may be delayed or may never occur, which could delay our first commercial production of isobutanol.

In August 2010, we signed an acquisition agreement with Agri-Energy. Upon and subject to the consummation of the associated transactions with Agri-Energy, we will acquire ownership of an ethanol production facility in Luverne, Minnesota, which we intend to retrofit to produce isobutanol. However, the acquisition agreement is an executory contract subject to numerous closing conditions, and there is no guarantee that these conditions will be satisfied in a timely manner or at all. Failure of either party to satisfy these conditions in a timely manner, without receiving a waiver from the other party, could delay or prevent the transactions from closing. Disputes regarding interpretations of the agreement could also delay or prevent the closing. Until the acquisition transactions close, we will be unable to begin retrofitting the Luverne facility. We plan to use the Luverne facility for our first commercial isobutanol production, and if we are unable to close the transactions in a timely manner or at all, we may be forced to seek alternative arrangements to acquire access to our initial commercial production capacity. Accordingly, any delay or failure to close the planned acquisition of Agri-Energy could significantly delay the commercialization of our isobutanol, which could have a significant negative effect on our prospects and performance.

Even if we should successfully close our transactions with Agri-Energy, we will require substantial additional financing to retrofit the Luverne ethanol production facility to produce isobutanol. Such funds may not be available when we need them, on terms that are acceptable to us or at all.

Although we have signed an acquisition agreement with Agri-Energy, there is no guarantee we will be able to maintain Agri-Energy's current revenues and profits, and Agri-Energy's financial statements will not be a strong indicator of our future earnings potential.

Because we have signed an acquisition agreement with Agri-Energy, we have included certain financial statements of Agri-Energy in this prospectus. While we remain a development stage company, Agri-Energy operates a commercial ethanol facility in Luverne, Minnesota, which generates revenues from sales of ethanol and reported net income of approximately $2.0 million for the year ended December 31, 2009. However, should we successfully close our transactions with Agri-Energy, there is no guarantee that we will be able to maintain Agri-Energy's current levels of revenue or profit. We plan to retrofit the Luverne facility to produce isobutanol, and our future profitability depends on our ability to produce and market isobutanol, not on continued production and sales of ethanol. Because the risks involved in our isobutanol production are different from those involved with operating an ethanol production facility, Agri-Energy's financial statements will not be a reliable indicator of our future earnings potential. Furthermore, our planned retrofit will require a significant amount of time. While we believe the facility will be able to continue ethanol production during most of the modification and retrofit process, there is no guarantee that this will be the case and we may need to significantly reduce or halt ethanol production during the modification and/or retrofit. In addition, the retrofit of the Luverne facility will be subject to the risks inherent in the build-out of any manufacturing facility, and we may not be able to produce isobutanol at the volumes, rates and costs we expect following the retrofit. While we believe we will have the ability to reverse the retrofit and switch between ethanol and isobutanol production, the Luverne facility may fail to perform as expected following completion of the retrofit. If we are unable to continue ethanol production during the modification and/or retrofit process or if we are unable to produce isobutanol at the volumes, rates and costs we expect and are unable to switch back to ethanol production, we would be unable to match the facility's current economic performance and our business, financial condition and results of operations would be materially adversely affected.

We may fail to close the transactions contemplated by our loan agreement with TriplePoint, which could delay or prevent our acquisition of Agri-Energy's Luverne facility.

In August 2010, we signed a loan and security agreement and related agreements with TriplePoint Capital LLC, or TriplePoint, to provide a $12.5 million loan to finance the transactions contemplated by the acquisition agreement with Agri-Energy, including the acquisition of the Luverne facility. We must satisfy several closing conditions before we are able to draw these funds from TriplePoint, including limits regarding the Agri-Energy purchase price, no changes in the financial condition of Agri-Energy (excluding CORN-er Stone Ethanol Management, Inc.) sufficient to constitute a material adverse effect and our payment of a commitment fee. There is no guarantee we will satisfy these conditions in a timely manner, or ever. Failure to satisfy the closing conditions could force us to seek alternative financing arrangements and could delay or prevent the closing of the transactions contemplated by the Agri-Energy acquisition agreement, which could harm our commercialization efforts and have a substantial negative effect on our performance.

We may not be successful in the development of individual steps in, or an integrated process for, the production of commercial quantities of isobutanol from plant feedstocks in a timely or economic manner, or at all.

As of the date of this prospectus, we have not produced commercial quantities of isobutanol and we may not be successful in doing so. The production of isobutanol requires multiple integrated steps, including:

- obtaining the plant feedstocks;
- treatment with enzymes to produce fermentable sugars;
- fermentation by organisms to produce isobutanol from the fermentable sugars;
- distillation of the isobutanol to concentrate and separate it from other materials;
- purification of the isobutanol; and
- storage and distribution of the isobutanol.

Our future success depends on our ability to produce commercial quantities of isobutanol in a timely and economic manner. Our biocatalysts have not yet produced commercial volumes of isobutanol. Our largest-scale isobutanol production to date was achieved with our first-generation biocatalyst at ICM's 1 MGPY demonstration facility in St. Joseph, Missouri, and we have produced only small amounts of isobutanol at our mini-plant in Englewood, Colorado with our second-generation biocatalyst. We have focused the majority of our research and development efforts on producing isobutanol from dextrose, and challenges remain in achieving substantial production volumes with other sugars, like corn mash. The risk of contamination and other problems rise as we increase the scale of our isobutanol production. If we are unable to successfully manage these risks, we may encounter difficulties in achieving our target isobutanol production yield, rate, concentration or purity, which could delay or increase the costs involved in commercializing our isobutanol production. In addition, we have never sourced large quantities of feedstocks and we have no experience storing and/or distributing significant volumes of isobutanol. The technological and logistical challenges associated with each of the processes involved in production, sale and distribution of isobutanol are extraordinary, and we may not be able to resolve any difficulties that arise in a timely or cost effective manner, or at all. Even if we are successful in developing an economical process for converting plant feedstocks into commercial quantities of isobutanol, we may not be able to adapt such process to other biomass raw materials, including cellulosic biomass.

We have estimated the retrofit and operating costs for our initial large-scale commercial isobutanol facility based upon a commercial engineering study completed by ICM in May 2010. Neither we nor ICM have ever built (through retrofit or otherwise) or operated a commercial isobutanol facility. We assume that we understand how the engineering and process characteristics of the 1 MGPY demonstration facility will scale up to larger facilities, but these assumptions may prove to be incorrect. In addition, if existing tax credits, subsidies and other incentives in the US and foreign markets are phased out or reduced, the overall cost of commercialization of isobutanol could increase. Accordingly, we cannot be certain that we can manufacture isobutanol in an economical manner in commercial quantities. If we fail to manufacture isobutanol economically on a commercial scale or in commercial volumes, our commercialization of isobutanol and our business, financial condition and results of operations will be materially adversely affected.

We may not be able to successfully identify and acquire access to ethanol production facilities suitable for efficient retrofitting, or acquire access to sufficient capacity to be commercially viable or meet customer demand.

Our strategy currently includes accessing and retrofitting, either independently or with potential development partners, existing ethanol facilities for the production of large quantities of isobutanol for commercial distribution and sale. We plan to acquire additional production capacity to enable us to produce and sell over 500 MGPY of isobutanol in 2014. We may not find development partners with whom we can implement this growth strategy, and we may not be able to identify facilities suitable for acquisition, lease or joint venture. Even if we successfully identify a facility suitable for efficient retrofitting, we may not be able to acquire access to such facility in a timely manner, if at all. The owners of the ethanol facility may reach an agreement with another party, refuse to consider an acquisition, lease or joint venture, or demand more or different consideration than we are willing to provide. In particular, if the profitability of ethanol production increases, plant owners may be less likely to consider modifying their production, and thus may be less willing to negotiate with us or agree to allow us to retrofit their facilities for isobutanol production. Even if the owners of the facility are interested in reaching an agreement that grants us access to the plant, negotiations may take longer, or cost more, than we expect, and we may never achieve a final agreement. Even if we are able to access and retrofit several facilities, we may fail to access enough capacity to be commercially viable or meet the volume demands of our customers. Failure to acquire access to sufficient capacity in a timely manner, if at all, may slow or stop our commercialization process and cause our business performance to suffer.

Once we acquire access to ethanol facilities, we may be unable to successfully retrofit them to produce isobutanol, and we may not be able to retrofit them in a timely and cost-effective manner.

Once we gain access to a suitable ethanol facility, we will be required to obtain numerous regulatory approvals and permits to retrofit and operate the facility. These include such items as a modification to the air permit, fuel registration with the US Environmental Protection Agency, or EPA, ethanol excise tax registration and others. These requirements may not be satisfied in a timely manner, or at all. Later-enacted federal and state governmental requirements may also substantially increase our costs or delay or prevent the completion of a retrofit, which could have a material adverse effect on our business, financial condition and results of operations.

No two ethanol facilities are exactly alike, and each retrofit will require individualized engineering and design work. There is no guarantee that we or any contractor we retain will be able to successfully design a commercially viable retrofit, or properly complete the retrofit once the engineering plans are completed. Neither we nor ICM has ever built, via retrofit or otherwise, a full-scale commercial isobutanol facility. Our estimates of the capital costs that we will need to incur to retrofit a commercial-scale ethanol facility are based upon a commercial engineering study completed by ICM in May 2010. These estimates may prove to be inaccurate, and each retrofit may cost materially more to engineer and build than we currently anticipate. For example, our estimates assume that each plant we retrofit will be performing at full production capacity, and we may need to expend substantial sums to repair underperforming facilities prior to retrofit.

Our retrofit design was developed in cooperation with ICM and is based on ICM technology. There is no guarantee that our retrofit design will be compatible with existing ethanol facilities that do not utilize ICM technology. Before we can retrofit such facilities, we may need to modify them to be compatible with our retrofit design. This may require significant additional expenditure of time and money, and there is no guarantee such modification will be successful.

Furthermore, the retrofit of acquired facilities will be subject to the risks inherent in the build-out of any manufacturing facility, including risks of delays and cost overruns as a result of factors that may be out of our control, such as delays in the delivery of equipment and subsystems or the failure of such equipment to perform as expected once delivered. In addition, we will depend on third-party relationships in expanding our isobutanol production capacity and such third parties may not fulfill their obligations to us under our arrangements with them. Delays, cost-overruns or failures in the retrofit process will slow our commercial production of isobutanol and harm our performance.

Though our initial retrofit design includes the capability to switch between isobutanol and ethanol production, we may be unable to successfully revert to ethanol production after we begin retrofit of an ethanol facility, or the facility may produce ethanol less efficiently or in lower volumes than it did before the retrofit. Thus, if we fail to achieve commercial levels of isobutanol production at a retrofitted facility, we may be unable to rely on ethanol production as an alternative revenue source, which could have a material adverse effect on our prospects.

Our facilities and process may fail to produce isobutanol at the volumes, rates and costs we expect.

Some or all of the facilities we choose to retrofit may be in locations distant from corn or other feedstock sources, which could increase our feedstock costs or prevent us from acquiring sufficient feedstock volumes for commercial production. General market conditions might also cause increases in feedstock prices, which could likewise increase our production costs.

Even if we secure access to sufficient volumes of feedstock, the facilities we retrofit for isobutanol production may fail to perform as expected. The equipment and subsystems installed during the retrofit may never operate as planned. Our systems may prove incompatible with the original facility, or require additional modification after installation. Our biocatalyst may perform less efficiently than it did in testing, if at all. Contamination of plant equipment may require us to replace our biocatalyst more often than expected, or cause our fermentation process to yield undesired or harmful by-products. Likewise, our feedstock may contain contaminants like wild yeast, which naturally ferments feedstock into ethanol. The presence of contaminants, such as wild yeast, in our feedstock could reduce the purity of the isobutanol that we produce and require us to invest in more costly isobutanol separation processes or equipment. Unexpected problems may force us to cease or delay production and the time and costs involved with such delays may prove prohibitive. Any or all of these risks could prevent us from achieving the production throughput and yields necessary to achieve our target annualized production run rates. Failure to achieve these rates, or achieving them only after significant additional expenditures, could substantially harm our commercial performance.

We may be unable to produce isobutanol in accordance with customer specifications.

Even if we produce isobutanol at our targeted rates, we may be unable to produce isobutanol that meets customer specifications. If we fail to meet specific product or volume specifications contained in a supply agreement, the customer may have the right to seek an alternate supply of isobutanol or terminate the agreement completely. A failure to successfully meet the specifications of our potential customers could decrease demand for our production, and significantly hinder market adoption of our product.

We lack direct experience operating commercial-scale ethanol and isobutanol facilities, and may encounter substantial difficulties operating commercial plants or expanding our business.

We have never operated a commercial isobutanol or ethanol facility. Accordingly, we may encounter significant difficulties operating at a commercial scale. We believe that our facilities will be able to continue producing ethanol during much of the retrofit process. We will need to successfully administer and manage this production. Though ICM is experienced in the operation of ethanol facilities, and our future development partners or the entities that we acquire may likewise have such experience, we may be unable to manage ethanol producing operations, especially given the possible complications associated with a simultaneous retrofit. Once we complete a commercial retrofit, operational difficulties may increase, because neither we nor anyone else has experience operating a pure isobutanol fermentation facility at a commercial scale. The skills and knowledge gained in operating commercial ethanol facilities or small-scale isobutanol plants may prove insufficient for successful operation of a large-scale isobutanol facility, and we may be required to expend significant time and money to develop our capabilities in isobutanol facility operation. We will also need to hire new employees or contract with third parties to help manage our operations, and our performance will suffer if we are unable to hire qualified parties or if they perform poorly.

We may face additional operational difficulties as we further expand our production capacity. Integrating new facilities with our existing operations may prove difficult. Rapid growth, resulting from our operation or other involvement with isobutanol facilities or otherwise, may impose a significant burden on our administrative and operational resources. To effectively manage our growth and execute our expansion plans, we will need to expand our administrative and operational resources substantially and attract, train, manage and retain qualified management, technicians and other personnel. We may be unable to do so. Failure to meet the operational challenges of developing and managing increased isobutanol production, or failure to otherwise manage our growth, may have a material adverse effect on our business, financial condition and results of operations.

We may have difficulty adapting our technology to commercial-scale fermentation which could delay or prevent our commercialization of isobutanol.

While we have succeeded, at the demonstration plant, in reaching our commercial fermentation performance targets for isobutanol concentration, fermentation productivity and isobutanol yield, we have not accomplished this in a commercial plant environment. We have successfully fermented isobutanol using our second-generation biocatalyst, but have not yet done so at the demonstration plant scale and have not yet met all of our fermentation performance targets. We are currently working to optimize our second-generation biocatalyst's performance in anticipation of its integration into the demonstration facility, but this process, if it succeeds at all, may take longer or cost more than expected. Even if we are successful in developing and using our second-generation biocatalyst to meet our performance targets at the demonstration facility, this yeast biocatalyst may not be able to meet these targets at a commercial scale retrofitted plant in a timely manner, or ever. In addition, the risk of contamination and other problems rise as we increase the scale of our isobutanol production. If we encounter difficulties in scaling up our production, our commercialization of isobutanol and our business, financial condition and results of operations will be materially adversely affected.

We may have difficulties gaining market acceptance and successfully marketing our isobutanol to customers, including refiners and chemical producers.

A key component of our business strategy is to market our isobutanol to refiners and chemical producers. If we fail to successfully market our isobutanol to refiners and chemical producers, our business, financial condition and results of operations will be materially adversely affected.

No market currently exists for isobutanol as a fuel or fuel blendstock. Therefore, to gain market acceptance and successfully market our isobutanol to refiners, we must effectively demonstrate the commercial advantages of using isobutanol over other biofuels and blendstocks, as well as our ability to produce isobutanol reliably on a commercial scale at a sufficiently low cost. We must show that isobutanol is compatible with existing infrastructure and does not damage pipes, engines, storage facilities or pumps. We must also overcome marketing and lobbying efforts by producers of other biofuels and blendstocks, including ethanol, many of whom may have greater resources than we do. If the markets for isobutanol as a fuel or fuel blendstock do not develop as we currently anticipate, or if we are unable to penetrate these markets successfully, our revenue and revenue growth rate, if any, could be materially and adversely affected.

We also intend to market our isobutanol to chemical producers for use in making various chemicals such as isobutylene, a type of butene that can be produced through the dehydration of isobutanol. Although a significant market currently exists for isobutylene produced from petroleum, which is widely used in the production of plastics, specialty chemicals, alkylate for gasoline blending and high octane aviation fuel, no one has successfully created isobutylene on a commercial scale from biobased isobutanol. Therefore, to gain market acceptance and successfully market our isobutanol to chemical producers, we must show that our isobutanol can be converted into isobutylene at a commercial scale. As no company currently dehydrates commercial volumes of isobutanol into isobutylene, we must demonstrate the large-scale feasibility of the process and reach agreements with companies that are willing to invest in the necessary dehydration infrastructure. Failure to reach favorable agreements with these companies, or the inability of their plants to convert isobutanol into isobutylene at sufficient scale, will slow our development in the chemicals market and could significantly affect our profitability.

Obtaining market acceptance in the chemicals industry is complicated by the fact that many potential chemicals industry customers have invested substantial amounts of time and money in developing petroleum-based production channels. These potential customers generally have well-developed manufacturing processes and arrangements with suppliers of chemical components, and may display substantial resistance to changing these processes. Pre-existing contractual commitments, unwillingness to invest in new infrastructure, distrust of new production methods and lengthy relationships with current suppliers may all slow market acceptance of isobutanol.

We believe that consumer demand for environmentally friendly products will drive demand among large brand owners for renewable hydrocarbon sources. One of our marketing strategies is to leverage this demand to obtain commitments from large brand owners to purchase products made from our isobutanol by third parties. We believe these commitments will, in turn, promote chemicals industry demand for our isobutanol. If consumer demand for environmentally friendly products fails to develop at sufficient scale or if such demand fails to drive large brand owners to seek sources of renewable hydrocarbons, our revenue and growth rate could be materially and adversely affected.

We may face substantial delay in getting regulatory approvals for use of our isobutanol in the fuels and chemicals markets, which could substantially hinder our ability to commercialize our products.

Commercialization of our isobutanol will require approvals from state and federal agencies. Before we can sell isobutanol as a fuel or fuel blendstock, we must receive EPA fuel certification. We are currently in the first phase of Tier 1 EPA testing, and the approval process may require significant time. Approval can be delayed for years, and there is no guarantee of receiving it. Additionally, California requires that fuels meet both its fuel certification requirements and a separate state low-carbon fuel standard. Any delay in receiving approval will slow or prevent the commercialization of our isobutanol for fuel markets, which could have a material adverse effect on our business, financial condition and results of operations.

Before any biofuel we produce receives a “renewable identification number,” or RIN, we must register it with the EPA and receive approval that it meets specified regulatory requirements. Delay or failure in developing a fuel that meets the standards for advanced and cellulosic biofuels, or delays in receiving the desired RIN, will make our fuel less attractive to refiners, blenders, and other purchasers, which could harm our competitiveness.

With respect to the chemicals markets, we plan to focus on isobutanol production and sell to companies that can convert our isobutanol into other chemicals, such as isobutylene. However, should we later decide to produce these other chemicals ourselves, we may face similar requirements for EPA and other regulatory approvals. Approval, if ever granted, could be delayed for substantial amounts of time, which could significantly harm the development of our business and prevent the achievement of our goals.

Our isobutanol fermentation process utilizes a genetically modified organism which, when used in an industrial process, is considered a new chemical under the EPA’s Toxic Substances Control Act program, or TSCA. The TSCA requires us to comply with the EPA’s Microbial Commercial Activity Notice process to operate plants producing isobutanol using our biocatalysts. The TSCA’s new chemicals submission policies may change and additional government regulations may be enacted that could prevent or delay regulatory approval of our isobutanol production.

There are various third party certification organizations such as ASTM International, or ASTM, and Underwriters’ Laboratories, Inc. involved in standard-setting regarding the transportation, dispensing and use of liquid fuel in the US and abroad. These organizations may change and additional requirements may be enacted that could prevent or delay approval of our products. The process of seeking required approvals and the continuing need for compliance with applicable standards may require the expenditure of substantial resources, and there is no guarantee that we will satisfy these standards in a timely manner, if ever.

In addition, to retrofit ethanol facilities and operate the retrofitted plants to produce isobutanol, we will need to obtain and comply with a number of permit requirements. As a condition to granting necessary permits, regulators may make demands that could increase our retrofit or operations costs, and permit conditions could also restrict or limit the extent of our operations, which could delay or prevent our commercial production of isobutanol. We cannot guarantee that we will be able to meet all regulatory requirements or obtain and comply with all necessary permits to complete our planned ethanol plant retrofits, and failure to satisfy these requirements could have a substantial negative effect on our performance.

We are in negotiations, facilitated by the Air Transport Association of America, or ATA, with several major passenger and cargo airlines for potential commitments by several ATA member airlines to purchase jet fuel manufactured by third parties from our isobutanol. Jet fuels must meet various statutory and regulatory requirements before they may be used in commercial aviation. In the US, the use of specific jet fuels is regulated by the Federal Aviation Administration, or FAA. Rather than directly approving specific fuels, the FAA certifies individual aircraft for flight. This certification includes authorization for an aircraft to use the types of fuels specified in its flight manual. To be included in an aircraft’s flight manual, the fuel must meet standards set by ASTM. The current ASTM requirements do not permit the use of jet fuel derived from isobutanol, and we will need to give ASTM sufficient data to justify creating a new standard applicable to our biojet fuel. Though our work testing isobutanol-based biojet fuel with the US Air Force Research Laboratory has provided us with data we believe ASTM will consider, the process of seeking required approvals and the continuing need for compliance with applicable statues and regulations will require the expenditure of substantial resources. Failure to obtain regulatory approval in a timely manner, or at all, could have a significant negative effect on our operations.

We may be unable to successfully negotiate final, binding terms related to our current non-binding isobutanol supply agreements, which could harm our commercial prospects.

We have engaged in supply negotiations with a number of companies, and have agreed to preliminary terms regarding supplying isobutanol or the products derived from it to various companies, including LANXESS Inc., TOTAL PETROCHEMICALS USA, INC., Toray Industries, Inc. and United Air Lines, Inc. However, none of these agreements are binding, and we have yet to negotiate any final, definitive supply agreements for our isobutanol. We may be unable to negotiate final terms in a timely manner, or at all, and there is no guarantee that the terms of any final agreement will be the same or similar to those currently contemplated in our preliminary agreements. Final terms may include less favorable pricing structures or volume commitments, more expensive delivery or purity requirements, reduced contract durations and other adverse changes. Delays in negotiating final contracts could slow our initial isobutanol commercialization, and failure to agree to definitive terms for sales of sufficient volumes of isobutanol could prevent us from growing our business. To the extent that terms in our initial supply contracts may influence negotiations regarding future contracts, the failure to negotiate favorable final terms related to our current preliminary agreements could have an especially negative impact on our growth and profitability. Additionally, as we have yet to produce or supply commercial volumes of isobutanol to any customer, we have not demonstrated that we can meet the production levels contemplated in our current non-binding supply agreements. If our production scale-up proceeds more slowly than we expect, or if we encounter difficulties in successfully completing plant retrofits, potential customers, including those with whom we have current letters of intent, may be less willing to negotiate definitive supply agreements, or demand terms less favorable to us, and our performance may suffer.

Even if we are successful in producing isobutanol on a commercial scale, we may not be successful in negotiating sufficient supply agreements for our production.

We expect that many of our customers will be large companies with extensive experience operating in the fuels or chemicals markets. As a development stage company, we lack commercial operating experience, and may face difficulties in developing marketing expertise in these fields. Our business model relies upon our ability to successfully negotiate and structure long-term supply agreements for the isobutanol we produce, whereby a buyer agrees to purchase all or a significant portion of a plant’s isobutanol output for a given time period. Many of our potential customers may be more experienced in these matters than we are, and we may fail to successfully negotiate these agreements in a timely manner or on favorable terms which, in turn, may force us to slow our production, delay our acquiring and retrofitting of additional plants, dedicate additional resources to increasing our storage capacity and dedicate additional resources to sales in spot markets. Furthermore, should we become more dependent on spot market sales, our profitability will become increasingly vulnerable to short-term fluctuations in the price and demand for petroleum-based fuels and competing substitutes.

Our isobutanol may encounter physical or regulatory issues which could limit its usefulness as a fuel blendstock.

In the fuel blendstock market, isobutanol can be used in conjunction with, or as a substitute for, ethanol and other widely-used fuel oxygenates and we believe our isobutanol will be physically compatible with typical gasoline engines. However, there is a risk that under actual automotive engine conditions, isobutanol will face significant limitations, making it unsuitable for use in high percentage gasoline blends. Additionally, current regulations limit fuel blends to low percentages of isobutanol, and also limit combination isobutanol-ethanol blends. Government agencies may maintain or even increase the restrictions on isobutanol fuel blends. As we believe that the potential to use isobutanol in higher percentage blends than is feasible for ethanol will be an important factor in successfully marketing isobutanol to refiners, a low blend wall could significantly limit commercialization of isobutanol as a blendstock.

Our isobutanol may be less compatible with existing refining and transportation infrastructure than we believe, which may hinder our ability to market our product on a large scale.

We developed our business model based on our belief that our isobutanol is fully compatible with existing refinery infrastructure. For example, when making isobutanol blends, we believe that gasoline refineries will be able to pump our isobutanol through their pipes and blend it in their existing facilities without damaging their equipment. If our isobutanol proves unsuitable for such handling, it will be more expensive for refiners to use our isobutanol than we anticipate, and they may be less willing to adopt it as a blendstock, forcing us to seek alternative purchasers.

Likewise, our plans for marketing our isobutanol are based upon our belief that it will be compatible with the pipes, tanks and other infrastructure currently used for transporting, storing and distributing gasoline. If our isobutanol or products incorporating our isobutanol cannot be transported with this equipment, we will be forced to seek alternative transportation arrangements, which will make our isobutanol and products incorporating our isobutanol more expensive to transport and less appealing to potential customers. Reduced compatibility with either refinery or transportation infrastructure may thus slow or prevent market adoption of our isobutanol, which could substantially harm our performance.

We may face substantial delay in receiving US Food and Drug Administration approval to sell protein fermentation meal as an animal feedstock, which could substantially increase our net production costs.

Most of the ethanol plants we initially plan to retrofit use dry-milled corn as a feedstock. We plan to sell, as an animal feedstock, the protein fermentation meal left as a co-product of fermenting isobutanol from dry-milled corn. We believe that this will enable us to offset a significant portion of the expense of purchasing corn for fermentation. Before our protein fermentation meal can be used as an animal feedstock, the FDA must approve it as safe for livestock consumption. FDA testing and approval can take a significant amount of time, and there is no guarantee that we will ever receive such approval. If FDA approval is delayed or never obtained, or if we are unable to secure market acceptance for our protein fermentation meal, our net cost of production will increase, which may hurt our operating results.

Our current development strategy relies heavily on our relationship with ICM.

We rely heavily upon our relationship with ICM. In October 2008, we entered into a development agreement and a commercialization agreement with ICM. Pursuant to the terms of the development agreement, ICM engineers helped us install the equipment necessary to test and develop our isobutanol fermentation process at ICM's 1 MGPY ethanol demonstration facility, and ICM agreed to assist us in running and maintaining the converted plant. We currently use the demonstration plant to improve our second-generation biocatalyst and develop processes for commercial-scale production of isobutanol. Under the commercialization agreement, ICM serves as our exclusive engineering, procurement, and construction, or EPC, contractor for the retrofit of ICM-designed ethanol plants, and we serve as ICM's exclusive technology partner for the production of butanols, pentanols and propanols from the fermentation of sugars.

Because ICM has designed approximately 60% of the operating ethanol production capacity in the US, we believe that our exclusive alliance with ICM will provide us with a competitive advantage and allow us to more quickly achieve commercial-scale production of isobutanol. However, ICM may fail to fulfill its obligations to us under our agreements and under certain circumstances, such as a breach of confidentiality by us, can terminate the agreements. In addition, ICM may assign the agreements without our consent in connection with a change of control. Since adapting our technology to commercial-scale production of isobutanol and then retrofitting ethanol plants to use our technology is a major part of our commercialization strategy, losing our exclusive alliance with ICM would slow our technological and commercial development. It could also force us to find a new contractor with less experience than ICM in designing and building ethanol plants, or to invest the time and resources necessary to retrofit plants on our own. Such retrofits may be less successful than if performed by ICM engineers, and retrofitted plants might operate less efficiently than expected. This could substantially hinder our ability to expand our production capacity, and could severely impact our performance. If ICM fails to fulfill its obligations to us under our agreements and our competitors obtain access to ICM’s expertise, our ability to realize continued development and commercial benefits from our alliance could be affected. Accordingly, if we lose our exclusive alliance with ICM, if ICM terminates or breaches its agreements with us, or if ICM assigns its agreements with us to a competitor of ours or to a third party that is not willing to work with us on the same terms or commit the same resources, our business and prospects could be harmed.

We may require substantial additional financing to achieve our goals, and a failure to obtain this capital when needed or on acceptable terms could force us to delay, limit, reduce or terminate our development and commercialization efforts.

Since our inception, most of our resources have been dedicated towards research and development, as well as demonstrating the effectiveness of our technology at the St. Joseph, Missouri plant. We believe that we will continue to expend substantial resources for the foreseeable future on further developing our technologies and accessing facilities necessary for the production of isobutanol on a commercial scale. These expenditures will include costs associated with research and development, accessing existing ethanol plants, retrofitting the plants to produce isobutanol, obtaining government and regulatory approvals, acquiring or constructing storage facilities and negotiating supply agreements for the isobutanol we produce. In addition, other unanticipated costs may arise. Because the costs of developing our technology at a commercial scale are highly uncertain, we cannot reasonably estimate the amounts necessary to successfully commercialize our production.

To date, we have funded our operations primarily through private equity offerings and the issuance of convertible and nonconvertible debt. We believe that the net proceeds from this offering, together with our existing cash and cash equivalents and government grants, will allow us to take a substantial step toward implementing our strategy. However, based on our current plans and expectations, we will require additional funding to achieve our goal of producing and selling over 500 million gallons of isobutanol in 2014. Moreover, our plans and expectations may change as a result of factors currently unknown to us, and we may need additional funds sooner than planned. We may also choose to seek additional capital sooner than required due to favorable market conditions or strategic considerations.

Our future capital requirements will depend on many factors, including:

- the timing of, and costs involved in developing our technologies for commercial-scale production of isobutanol;
- the timing of, and costs involved in accessing existing ethanol plants;
- the timing of, and costs involved in retrofitting the plants we access with our technologies;

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- the cost of operating and maintaining the retrofitted plants;
- our ability to negotiate agreements supplying suitable biomass to our plants, and the timing and terms of those agreements;
- the timing of, and the costs involved in developing adequate storage facilities for the isobutanol we produce;
- our ability to gain market acceptance for isobutanol as a specialty chemical, gasoline blendstock and as a raw material for the production of hydrocarbons;
- our ability to negotiate supply agreements for the isobutanol we produce, and the timing and terms of those agreements;
- our ability to negotiate sales of our isobutanol for commercial-scale production of butenes and other industrially useful chemicals and fuels, and the timing and terms of those sales;
- our ability to sell the protein fermentation meal left as a co-product of fermenting isobutanol from corn as animal feedstock;
- our ability to establish and maintain strategic partnerships, licensing or other arrangements and the timing and terms of those arrangements; and
- the cost of preparing, filing, prosecuting, maintaining, defending and enforcing patent, trademark and other intellectual property claims, including litigation costs and the outcome of such litigation.

Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. If needed funds are not available to us on a timely basis, we may be required to delay, limit, reduce or terminate:

- our research and development activities;
- our plans to access and/or retrofit existing ethanol facilities;
- our production of isobutanol at retrofitted plants; and/or
- our activities in developing storage capacity and negotiating supply agreements that may be necessary for the commercialization of our isobutanol production.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our technologies.

We may seek additional capital through a combination of public and private equity offerings, debt financings, strategic partnerships and licensing arrangements. To the extent that we raise additional capital through the sale or issuance of equity, warrants or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder. If we raise capital through debt financing, it may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through strategic partnerships and licensing agreements with third parties, we may have to relinquish valuable rights to our technologies, or grant licenses on terms that are not favorable to us. If we are unable to raise additional funds when needed, we may be required to delay, limit, reduce or terminate our development and commercialization efforts.

Our quarterly operating results may fluctuate in the future. As a result, we may fail to meet or exceed the expectations of research analysts or investors, which could cause our stock price to decline.

Our financial condition and operating results have varied significantly in the past and may continue to fluctuate from quarter to quarter and year to year in the future due to a variety of factors, many of which are beyond our control. Factors relating to our business that may contribute to these fluctuations are described elsewhere in this prospectus. Accordingly, the results of any prior quarterly or annual periods should not be relied upon as indications of our future operating performance.

If we lose our licensed intellectual property rights we may be unable to continue our business.

We are a party to certain license agreements, including with Cargill, The Regents of the University of California, or The Regents, and the California Institute of Technology, or Caltech, pursuant to which we license key intellectual property. These license agreements impose various diligence, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with any of these obligations, the licensors may have the right to reduce an exclusive license of intellectual property to a nonexclusive license or to terminate the license completely, in which case our competitors may gain access to these important licensed technologies or we may be unable to develop or market products covered by the licensed intellectual property. If we lose rights that are important to our isobutanol production, our business may be materially affected. We may enter into additional licenses in the future, and if we fail to comply with obligations under those agreements, we could suffer similar consequences.

Fluctuations in the price of corn and other feedstocks may affect our cost structure.

Our approach to the biofuels and chemicals markets will be dependent on the price of corn and other feedstocks that will be used to produce isobutanol. A decrease in the availability of plant feedstocks or an increase in the price may have a material adverse effect on our financial condition and operating results. At certain levels, prices may make these products uneconomical to use and produce.

The price and availability of corn and plant feedstocks may be influenced by general economic, market and regulatory factors. These factors include weather conditions, farming decisions, government policies and subsidies with respect to agriculture and international trade, and global demand and supply. The significance and relative impact of these factors on the price of plant feedstocks is difficult to predict, especially without knowing what types of plant feedstock materials we may need to use.

Fluctuations in petroleum prices and customer demand patterns may reduce demand for biofuels and biobased chemicals.

We anticipate marketing our biofuel as an alternative to petroleum-based fuels. Therefore, if the price of oil falls, any revenues that we generate from biofuel products could decline, and we may be unable to produce products that are a commercially viable alternative to petroleum-based fuels. Additionally, demand for liquid transportation fuels, including biofuels, may decrease due to economic conditions or otherwise. We will encounter similar risks in the chemicals industry, where declines in the price of oil may make petroleum-based hydrocarbons less expensive, which could reduce the competitiveness of our biobased alternatives.

Reductions or changes to existing regulations and policies may present technical, regulatory and economic barriers, all of which may significantly reduce demand for biofuels or our ability to supply isobutanol.

The market for biofuels is heavily influenced by foreign, federal, state and local government regulations and policies concerning the petroleum industry. For example, in 2007, the US Congress passed an alternative fuels mandate that currently calls for 13 billion gallons of liquid transportation fuels sold in 2010 to come from alternative sources, including biofuels, a mandate that grows to 36 billion gallons by 2022. Of this amount, a minimum of 21 billion gallons must be advanced biofuels. In the US and in a number of other countries, these regulations and policies have been modified in the past and may be modified again in the future. Any reduction in mandated requirements for fuel alternatives and additives to gasoline may cause demand for biofuels to decline and deter investment in the research and development of biofuels. Market uncertainty regarding future policies may also affect our ability to develop new biofuels products or to license our technologies to third parties. Any inability to address these requirements and any regulatory or policy changes could have a material adverse effect on our biofuels business, financial condition and results of operations. Our other potential bioindustrial products may be subject to additional regulations.

Additionally, like the ethanol facilities we plan to retrofit, our isobutanol plants will emit greenhouse gasses. Any changes in state or federal emissions regulations, including the passage of cap-and-trade legislation or a carbon tax, could limit our production of isobutanol and protein fermentation meal and increase our operating costs, which could have a material adverse effect on our business, financial condition and results of operations.

If we engage in any acquisitions, we will incur a variety of costs and may potentially face numerous risks that could adversely affect our business and operations.

If appropriate opportunities become available, we expect to acquire businesses, assets, technologies or products to enhance our business in the future. In connection with any future acquisitions, we could:

- issue additional equity securities which would dilute our current stockholders;
- incur substantial debt to fund the acquisitions; or
- assume significant liabilities.

Acquisitions involve numerous risks, including problems integrating the purchased operations, technologies or products, unanticipated costs and other liabilities, diversion of management's attention from our core businesses, adverse effects on existing business relationships with current and/or prospective partners, customers and/or suppliers, risks associated with entering markets in which we have no or limited prior experience and potential loss of key employees. We have not engaged in acquisitions in the past, other than our current acquisition agreement with Agri-Energy, and do not have experience in managing the integration process. Therefore, we may not be able to successfully integrate any businesses, assets, products, technologies or personnel that we might acquire in the future without a significant expenditure of operating, financial and management resources, if at all. The integration process could divert management time from focusing on operating our business, result in a decline in employee morale and cause retention issues to arise from changes in compensation, reporting relationships, future prospects or the direction of the business. Acquisitions may also require us to record goodwill, non-amortizable intangible assets that will be subject to impairment testing on a regular basis and potential periodic impairment charges, incur amortization expenses related to certain intangible assets and incur large and immediate write-offs and restructuring and other related expenses, all of which could harm our operating results and financial condition. In addition, we may acquire companies that have insufficient internal financial controls, which could impair our ability to integrate the acquired company and adversely impact our financial reporting. If we fail in our integration efforts with respect to any of our acquisitions and are unable to efficiently operate as a combined organization, our business, financial condition and results of operations may be materially adversely affected.

If we lose key personnel, including key management personnel, or are unable to attract and retain additional personnel, it could delay our product development programs and harm our research and development efforts, we may be unable to pursue partnerships or develop our own products and it may trigger an event of default under our loan agreements with TriplePoint.

Our business is complex and we intend to target a variety of markets. Therefore, it is critical that our management team and employee workforce are knowledgeable in the areas in which we operate. The loss of any key members of our management, including our named executive officers, or the failure to attract or retain other key employees who possess the requisite expertise for the conduct of our business, could prevent us from developing and commercializing our products for our target markets and entering into partnerships or licensing arrangements to execute our business strategy. In addition, the loss of any key scientific staff, or the failure to attract or retain other key scientific employees, could prevent us from developing and commercializing our products for our target markets and entering into partnerships or licensing arrangements to execute our business strategy. We may not be able to attract or retain qualified employees in the future due to the intense competition for qualified personnel among biotechnology and other technology-based businesses, particularly in the advanced biofuels area, or due to the limited availability of personnel with the qualifications or experience necessary for our renewable chemicals and advanced biofuels business. If we are not able to attract and retain the necessary personnel to accomplish our business objectives, we may experience staffing constraints that will adversely affect our ability to meet the demands of our partners and customers in a timely fashion or to support our internal research and development programs. In particular, our product and process development programs are dependent on our ability to attract and retain highly skilled scientists. Competition for experienced scientists and other technical personnel from numerous companies and academic and other research institutions may limit our ability to do so on acceptable terms. Additionally, certain changes in our management could trigger an event of default under our loan and security agreements with TriplePoint, and we could be forced to pay the outstanding balance of the loan(s) in full. All of our employees are at-will employees, which means that either the employee or we may terminate their employment at any time.

Our planned activities will require additional expertise in specific industries and areas applicable to the products and processes developed through our technology platform or acquired through strategic or other transactions, especially in the end markets that we seek to penetrate. These activities will require the addition of new personnel, and the development of additional expertise by existing personnel. The inability to attract personnel with appropriate skills or to develop the necessary expertise could impair our ability to grow our business.

Our ability to compete may decline if we do not adequately protect our proprietary technologies or if we lose some of our intellectual property rights through costly litigation or administrative proceedings.

Our success will depend in part on our ability to obtain patents and maintain adequate protection of our intellectual property covering our technologies and products and potential products in the US and other countries. We have adopted a strategy of seeking patent protection in the US and in certain foreign countries with respect to certain of the technologies used in or relating to our products and processes. As such, as of August 10, 2010, we exclusively licensed rights to 73 issued patents and pending patent applications in the US and in various foreign jurisdictions, and we own rights to approximately 173 pending patent applications in the US and in various foreign jurisdictions. All patents expire, and any patent will only provide us commercial advantage for a limited period of time, if at all. Our patent applications are directed to our enabling technologies and to our methods and products which support our business in the advanced biofuels and renewable chemicals markets. We intend to continue to apply for patents relating to our technologies, methods and products as we deem appropriate.

A filed patent application does not guarantee a patent will issue and a patent issuing does not guarantee its validity, nor does it give us the right to practice the patented technology or commercialize the patented product. Third parties may have or obtain rights to “blocking patents” that could be used to prevent us from commercializing our products or practicing our technology. The scope and validity of patents and success in prosecuting patent applications involve complex legal and factual questions and, therefore, issuance, coverage and validity cannot be predicted with any certainty. Patents issuing from our pending applications may be challenged, invalidated or circumvented. Moreover, third parties could practice our inventions in secret and in territories where we do not have patent protection. Such third parties may then try to sell or import products made using our inventions in and into the US or other territories and we may be unable to prove that such products were made using our inventions. Additional uncertainty may result from potential passage of patent reform legislation by the US Congress and from legal precedent as handed down by the US Court of Appeals for the Federal Circuit and the US Supreme Court, as they determine legal issues concerning the scope, validity and construction of patent claims. Because patent applications in the US and many foreign jurisdictions are typically not published until 18 months after filing, or in some cases not at all, and because publication of discoveries in the scientific literature often lags behind the actual discoveries, there is additional uncertainty as to the validity of any patents that may issue and the potential for blocking patents coming into force at some future date. Accordingly, we cannot ensure that any of our currently pending or future patent applications will result in issued patents, or even if issued, predict the scope of the claims that may issue in our and other companies’ patents. Given that the degree of future protection for our proprietary rights is uncertain, we cannot ensure that: (i) we were the first to make the inventions covered by each of our pending applications, (ii) we were the first to file patent applications for these inventions, (iii) the proprietary technologies we develop will be patentable, (iv) any patents issued will be broad enough in scope to provide commercial advantage and prevent circumvention, and (v) that competitors and other parties do not have or will not obtain patent protection that will block our development and commercialization activities.

These concerns apply equally to patents we have licensed, which may likewise be challenged, invalidated or circumvented, and the licensed technologies may be obstructed from commercialization by competitors’ “blocking patents.” In addition we generally do not control the patent prosecution and maintenance of subject matter that we license from others. Generally, the licensors are primarily or wholly responsible for the patent prosecution and maintenance activities pertaining to the patent applications and patents we license, while we may only be afforded opportunities to comment on such activities. Accordingly, we are unable to exercise the same degree of control over licensed intellectual property as we exercise over our own intellectual property and we face the risk that our licensors will not prosecute or maintain it as effectively as we would like.

In addition, unauthorized parties may attempt to copy or otherwise obtain and use our products or technology. Monitoring unauthorized use of our intellectual property is difficult, particularly where, as here, the end products reaching the market generally do not reveal the processes used in their manufacture, and particularly in certain foreign countries where the local laws may not protect our proprietary rights as fully as in the US, so we cannot be certain that the steps we have taken in obtaining intellectual property and other proprietary rights will prevent unauthorized use of our technology. If competitors are able to use our technology without our authorization, our ability to compete effectively could be harmed. Moreover, competitors and other parties such as universities may independently develop and obtain patents for technologies that are similar to or superior to our technologies. If that happens, the potential competitive advantages provided by our intellectual property may decline. We may then need to license these competing technologies, and we may not be able to obtain licenses on reasonable terms, if at all, which could cause material harm to our business.

Our commercial success also depends in part on not infringing patents and proprietary rights of third parties, and not breaching any licenses or other agreements that we have entered into with regard to our technologies, products and business. We cannot be certain that patents have not or will not issue to third parties that could block our ability to obtain patents or to operate our business as we would like or at all. There may be patents in some countries that, if valid, may block our ability to commercialize products in those countries if we are unsuccessful in circumventing or acquiring rights to these patents. There also may be claims in patent applications filed in some countries that, if granted and valid, may also block our ability to commercialize products or processes in these countries if we are unable to circumvent or license them.

As is commonplace in the biotechnology industries, some of our directors, employees and consultants are or have been employed at, or associated with, companies and universities that compete with us or have or will develop similar technologies and related intellectual property. While employed at these companies, these employees, directors and consultants may have been exposed to or involved in research and technology similar to the areas of research and technology in which we are engaged. Though we have not received such a complaint, we may be subject to allegations that we, our directors, employees or consultants have inadvertently or otherwise used, misappropriated or disclosed alleged trade secrets or confidential or proprietary information of those companies. Litigation may be necessary to defend against such allegations and the outcome of any such litigation would be uncertain.

Under some of our research agreements, our partners share joint rights in certain intellectual property we develop. For example, under our development agreement with ICM we have exclusive rights to all intellectual property developed within the defined scope of the project, but all other intellectual property developed pursuant to the agreement is to be jointly owned. Such provisions may limit our ability to gain commercial benefit from some of the intellectual property we develop, and may lead to costly or time-consuming disputes with parties with whom we have commercial relationships over rights to certain innovations.

As with many other markets, we believe that the various bioindustrial markets in which we operate will be subject to frequent and extensive litigation regarding patents and other intellectual property rights. Historically, companies in many industries have employed intellectual property litigation as a way to gain a competitive advantage. Litigation may be necessary for us to assert or defend claims of infringement, enforce patents we own or license, protect trade secrets or determine the enforceability, scope and validity of the intellectual property rights of others. Our involvement in litigation, interferences, opposition proceedings or other intellectual property proceedings inside and outside of the US may divert management time from focusing on business operations, could cause us to spend significant amounts of money and may have no guarantee of success. Any potential intellectual property litigation also could force us to do one or more of the following:

- stop selling, incorporating, manufacturing or using our products that use the subject intellectual property;
- obtain from a third party asserting its intellectual property rights, a license to sell or use the relevant technology, which license may not be available on reasonable terms, or at all;

- redesign those products or processes that use any allegedly infringing or misappropriated technology, which may result in significant cost or delay to us, or which redesign could be technically infeasible; or
- pay damages, including the possibility of treble damages in a patent case if a court finds us to have willfully infringed certain intellectual property rights.

We are aware of a significant number of patents and patent applications relating to aspects of our technologies filed by, and issued to, third parties. We cannot assure you that if this third-party intellectual property is asserted against us that we would ultimately prevail.

If any other party has filed patent applications or obtained patents that claim inventions also claimed by us, we may have to participate in interference proceedings declared by the US Patent and Trademark Office to determine priority of invention and, thus, the right to the patents for these inventions in the US. These proceedings could result in substantial cost to us even if the outcome is favorable. Even if successful, an interference may result in loss of certain claims. Even successful interference outcomes could result in significant legal fees and other expenses, diversion of management time and efforts and disruption in our business. Uncertainties resulting from initiation and continuation of any patent or related litigation could harm our ability to compete.

Our government grants are subject to uncertainty, which could harm our business and results of operations.

We have received various government grants, including a cooperative agreement, to complement and enhance our own resources. We may seek to obtain government grants and subsidies in the future to offset all or a portion of the costs of retrofitting existing ethanol manufacturing facilities and research and development activities. We cannot be certain that we will be able to secure any such government grants or subsidies. Any of our existing grants or new grants that we may obtain may be terminated, modified or recovered by the granting governmental body under certain conditions.

We may also be subject to audits by government agencies as part of routine audits of our activities funded by our government grants. As part of an audit, these agencies may review our performance, cost structures and compliance with applicable laws, regulations and standards. Funds available under grants must be applied by us toward the research and development programs specified by the granting agencies, rather than for all of our programs generally. If any of our costs are found to be allocated improperly, the costs may not be reimbursed and any costs already reimbursed may have to be refunded. Accordingly, an audit could result in an adjustment to our revenues and results of operations.

We have received funding from US government agencies, which could negatively affect our intellectual property rights.

Some of our research has been funded by grants from US government agencies. When new technologies are developed with US government funding, the government obtains certain rights in any resulting patents and technical data, generally including, at a minimum, a nonexclusive license authorizing the government to use the invention or technical data for noncommercial purposes. US government funding must be disclosed in any resulting patent applications, and our rights in such inventions will normally be subject to government license rights, periodic progress reporting, foreign manufacturing restrictions and march-in rights. March-in rights refer to the right of the US government, under certain limited circumstances, to require us to grant a license to technology developed under a government grant to a responsible applicant, or, if we refuse, to grant such a license itself. March-in rights can be triggered if the government determines that we have failed to work sufficiently towards achieving practical application of a technology or if action is necessary to alleviate health or safety needs, to meet requirements of federal regulations or to give preference to US industry. If we breach the terms of our grants, the government may gain rights to the intellectual property developed in our related research. The government's rights in our intellectual property may lessen its commercial value, which could adversely affect our performance.

We may not be able to enforce our intellectual property rights throughout the world.

The laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the US. Many companies have encountered significant problems in protecting and enforcing intellectual property rights in certain foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to bioindustrial technologies. This could make it difficult for us to stop the infringement of our patents or misappropriation of our other intellectual property rights. Proceedings to enforce our patents and other proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business. Accordingly, our efforts to enforce our intellectual property rights in such countries may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop.

If our biocatalysts, or the genes that code for our biocatalysts, are stolen, misappropriated or reverse engineered, others could use these biocatalysts or genes to produce competing products.

Third parties, including our contract manufacturers, customers and those involved in shipping our biocatalysts may have custody or control of our biocatalysts. If our biocatalysts, or the genes that code for our biocatalysts, were stolen, misappropriated or reverse engineered, they could be used by other parties who may be able to reproduce these biocatalysts for their own commercial gain. If this were to occur, it would be difficult for us to discover or challenge this type of use, especially in countries with limited intellectual property protection.

Confidentiality agreements with employees and others may not adequately prevent disclosures of trade secrets and other proprietary information.

We rely in part on trade secret protection to protect our confidential and proprietary information and processes. However, trade secrets are difficult to protect. We have taken measures to protect our trade secrets and proprietary information, but these measures may not be effective. We require new employees and consultants to execute confidentiality agreements upon the commencement of an employment or consulting arrangement with us. These agreements generally require that all confidential information developed by the individual or made known to the individual by us during the course of the individual's relationship with us be kept confidential and not disclosed to third parties. These agreements also generally provide that know-how and inventions conceived by the individual in the course of rendering services to us shall be our exclusive property. Nevertheless, these agreements may not be enforceable, our proprietary information may be disclosed, third parties could reverse engineer our biocatalysts and others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

We may face substantial competition, which could adversely affect our performance and growth.

We may face substantial competition in the markets for isobutanol, plastics, fibers, rubber, other polymers and hydrocarbon fuels. Our competitors include companies in the incumbent petroleum-based industry as well as those in the nascent biorenewable industry. The incumbent petroleum-based industry benefits from a large established infrastructure, production capability and business relationships. The incumbents' greater resources and financial strength provide significant competitive advantages that we may not be able to overcome in a timely manner.

The biorenewable industry is characterized by rapid technological change. Our future success will depend on our ability to maintain a competitive position with respect to technological advances. Technological development by others may impact the competitiveness of our products in the marketplace. Competitors and potential competitors who have greater resources and experience than we do may develop products and technologies that make ours obsolete or may use their greater resources to gain market share at our expense.

In the gasoline blendstock market, we will compete with renewable ethanol producers (including those working to produce ethanol from cellulosic feedstocks), producers of alkylate from petroleum and producers of other blendstocks, all of whom may reduce our ability to obtain market share or maintain our price levels.

Significant competitors in these areas include Codexis, Inc., which is engaged with Equilon Enterprises LLC dba Shell Oil Products US, or Shell, in a research and development collaboration under which they are developing biocatalysts for use in producing advanced biofuels; Novozymes A/S, which has partnered with a number of companies and organizations on a regional basis to develop or produce biofuels, and recently opened a biofuel demonstration plant with Inbicon A/S of Denmark; Danisco A/S/Genencor, which has formed a joint venture with E.I. Du Pont De Nemours and Company, or DuPont, called DuPont Danisco Cellulosic Ethanol LLC, and is marketing a line of cellulases to convert biomass into sugar; Royal DSM N.V., which received a grant from the US Department of Energy to be the lead partner in a technical consortium including Abengoa Bioenergy New Technologies, Inc., and is developing cost-effective enzyme technologies; Mascoma Corporation, which has entered into a feedstock processing and lignin supply agreement with Chevron Technology Ventures, a division of Chevron USA., Inc.; and BP, p.l.c., or BP, which has purchased Vercipia Biofuels, LLC and technology from Verenium Corporation to develop a commercial-scale cellulosic ethanol facility. Range Fuels, Inc. is also focused on developing non-biocatalytic thermochemical processes to convert cellulosic biomass into fuels, and Coskata, Inc. is developing a hybrid thermochemical-biocatalytic process to produce ethanol from a variety of feedstocks.

In the production of cellulosic biofuels, key competitors include Shell Oil, BP, DuPont-Danisco Cellulosic Ethanol LLC, Abengoa Bioenergy, S.A., POET, LLC, ICM, Mascoma, Range Fuels, Inbicon A/S, INEOS New Planet BioEnergy LLC, Coskata, Archer Daniels Midland Company, BlueFire Ethanol, Inc., KL Energy Corporation, ZeaChem Inc., Iogen Corporation, Qteros, Inc., AE Biofuels, Inc. and many smaller start-up companies. If these companies are successful in establishing low cost cellulosic ethanol or other fuel production, it could negatively impact the market for our isobutanol as a gasoline blendstock.

Additionally, DuPont has announced plans to develop and market isobutanol through Butamax Advanced Biofuels LLC, or Butamax, a joint venture with BP. A number of companies including Cathay Industrial Biotech, Ltd., Green Biologics Ltd., METabolic Explorer, S.A., TetraVitae Bioscience, Inc. and Cobalt Technologies, Inc. are developing n-butanol production capability from a variety of renewable feedstocks. Academic and government institutions may also develop technologies which will compete with us in the blendstock market.

If any of these competitors succeed in producing blendstocks more efficiently, in higher volumes or offering superior performance than our isobutanol, our financial performance may suffer. Furthermore, if our competitors have more success marketing their products or reach development or supply agreements with major customers, our competitive position may also be harmed.

In the plastics, fibers, rubber and other polymers markets, we face competition from incumbent petroleum-derived products, other renewable isobutanol producers and renewable n-butanol producers. Our competitive position versus the incumbent petroleum-derived products and other renewable butanol producers may not be favorable. Petroleum-derived products have dominated the market for many years and there is substantial existing infrastructure for production from petroleum sources, which may impede our ability to establish a position in these markets. Other isobutanol and n-butanol companies may develop technologies that prove more effective than our isobutanol production technology, or more adept at marketing their production. Additionally, one small company in France, Global Bioenergies, S.A., is pursuing the production of isobutylene from renewable carbohydrates directly. Since conversion of isobutanol to butenes such as isobutylene is a key step in producing many plastics, fibers, rubber and other polymers from our isobutanol, this direct production of renewable isobutylene, if successful, could limit our opportunities in these markets.

In the markets for the hydrocarbon fuels that we plan to produce from our isobutanol, we will face competition from the incumbent petroleum-based fuels industry. The incumbent petroleum-based fuels industry makes the vast majority of the world’s gasoline, jet and diesel fuels and blendstocks. It is a mature industry with a substantial base of infrastructure for the production and distribution of petroleum-derived products. The size, established infrastructure, and significant resources of many companies in this industry may put us at a substantial competitive disadvantage, and delay or prevent the establishment and growth of our business in the market for hydrocarbon fuels.

Biofuels companies may also provide substantial competition in the hydrocarbon fuels market. With respect to production of renewable gasoline, biofuels competitors are numerous and include both large established companies and numerous startups. One competitor, Virent Energy Systems, Inc., or Virent, has developed a process for making gasoline and gasoline blendstocks, and many other competitors may do so as well. In the jet fuel market, we will face competition from companies such as Synthetic Genomics, Inc., Solazyme, Inc., Sapphire Energy, Inc. and Exxon-Mobil Corporation that are pursuing production of jet fuel from algae-based technology. LS9, Inc. and others are also targeting production of jet fuels from renewable biomass. We may also face competition from companies working to produce jet fuel from hydrogenated fatty acid methyl esters. In the diesel fuels market, competitors such as Amyris Biotechnologies, Inc., or Amyris, and LS9 have developed technologies for production of alternative hydrocarbon diesel fuel.

In the plastics, fibers, rubber and other polymers markets and the hydrocarbon fuels market, we expect to face vigorous competition from existing technologies. The companies we may compete with may have significantly greater access to resources, far more industry experience and/or more established sales and marketing networks. Additionally, since we do not plan to produce most of these products directly, we depend on the willingness of potential customers to purchase and convert our isobutanol into their products. These potential customers generally have well-developed manufacturing processes and arrangements with suppliers of the chemical components of their products and may have a resistance to changing these processes and components. These potential customers frequently impose lengthy and complex product qualification procedures on their suppliers, influenced by consumer preference, manufacturing considerations such as process changes and capital and other costs associated with transitioning to alternative components, supplier operating history, regulatory issues, product liability and other factors, many of which are unknown to, or not well understood by, us. Satisfying these processes may take many months or years. If we are unable to convince these potential customers that our isobutanol is comparable or superior to the alternatives that they currently use, we will not be successful in entering these markets and our business will be adversely affected.

We also face challenges in marketing our isobutanol. Though we intend to enhance our competitiveness through partnerships and joint development agreements, some competitors may gain an advantage by securing more valuable partnerships for developing their hydrocarbon products than we are able to obtain. Such partners could include major petrochemical, refiner or end-user companies. Additionally, petrochemical companies may develop alternative pathways for hydrocarbon production that may be less expensive, and may utilize more readily available infrastructure than that used to convert our isobutanol into hydrocarbon products.

We plan to enter into joint ventures through which we will sell significant volumes of our isobutanol to partners who will convert it into useful hydrocarbons or use it as a fuel or fuel blendstock. However, if any of these partners instead negotiate supply agreements with other buyers for the isobutanol they purchase from us, or sell it into the open market, they may become competitors of ours in the field of isobutanol sales. This could significantly reduce our profitability and hinder our ability to negotiate future supply agreements for our isobutanol, which could have an adverse effect on our performance.

Our ability to compete successfully will depend on our ability to develop proprietary products that reach the market in a timely manner and are technologically superior to and/or are less expensive than other products on the market. Many of our competitors have substantially greater production, financial, research and development, personnel and marketing resources than we do. In addition, certain of our competitors may also benefit from local government subsidies and other incentives that are not available to us. As a result, our competitors may be able to develop competing and/or superior technologies and processes, and compete more aggressively and sustain that competition over a longer period of time than we could. Our technologies and products may be rendered obsolete or uneconomical by technological advances or entirely different approaches developed by one or more of our competitors. As more companies develop new intellectual property in our markets, the possibility of a competitor acquiring patent or other rights that may limit our products or potential products increases, which could lead to litigation. Furthermore, to secure purchase agreements from certain customers, we may be required to enter into exclusive supply contracts, which could limit our ability to further expand our sales to new customers. Likewise, major potential customers may be locked into long-term, exclusive agreements with our competitors, which could inhibit our ability to compete for their business.

In addition, various governments have recently announced a number of spending programs focused on the development of clean technologies, including alternatives to petroleum-based fuels and the reduction of carbon emissions. Such spending programs could lead to increased funding for our competitors or a rapid increase in the number of competitors within those markets.

Our limited resources relative to many of our competitors may cause us to fail to anticipate or respond adequately to new developments and other competitive pressures. This failure could reduce our competitiveness and market share, adversely affect our results of operations and financial position, and prevent us from obtaining or maintaining profitability.

The terms of our loan and security agreements with Lighthouse and TriplePoint may restrict our ability to engage in certain transactions.

In December 2006, we entered into a loan and security agreement with Lighthouse Capital Partners V, L.P., or Lighthouse, and in August 2010, we entered into two loan and security agreements with TriplePoint. Pursuant to the terms of these loan and security agreements, we cannot engage in certain actions, including disposing of certain assets, granting or otherwise allowing the imposition of a lien against certain assets, incurring certain kinds of additional indebtedness or acquiring or merging with another entity, excluding Agri-Energy, unless we receive the prior approval of Lighthouse and/or TriplePoint. If Lighthouse and/or TriplePoint do not consent to any of the actions that we desire to take, we could be prohibited from engaging in transactions which could be beneficial to our business and our stockholders or could be forced to pay the outstanding balance of the loan(s) in full. As of August 6, 2010, the aggregate outstanding principal and final payment under the loan from Lighthouse was approximately $3.1 million, and the aggregate outstanding principal and end-of-term payment under the loan from TriplePoint was approximately $5.4 million. In order to finance the transactions contemplated by the acquisition agreement with Agri-Energy, we intend to borrow an additional $12.5 million pursuant to our existing loan and security agreements with TriplePoint.

Business interruptions could delay us in the process of developing our products and could disrupt our sales.

We are vulnerable to natural disasters and other events that could disrupt our operations, such as riot, civil disturbances, war, terrorist acts, flood, infections in our laboratory or production facilities or those of our contract manufacturers and other events beyond our control. We do not have a detailed disaster recovery plan. In addition, we may not carry sufficient business interruption insurance to compensate us for losses that may occur. Any losses or damages we incur could have a material adverse effect on our cash flows and success as an overall business. Furthermore, ICM may terminate our commercialization agreement and The Regents may terminate our license agreement if a force majeure event interrupts our operations for a specified period of time.

Ethical, legal and social concerns about genetically engineered products and processes, and similar concerns about feedstocks grown on land that could be used for food production, could limit or prevent the use of our products, processes and technologies and limit our revenues.

Some of our processes involve the use of genetically engineered organisms or genetic engineering technologies. Additionally, our feedstocks may be grown on land that could be used for food production, which subjects our feedstock sources to “food versus fuel” concerns. If we are not able to overcome the ethical, legal and social concerns relating to genetic engineering or food versus fuel, our products and processes may not be accepted. Any of the risks discussed below could result in increased expenses, delays or other impediments to our programs or the public acceptance and commercialization of products and processes dependent on our technologies or inventions. Our ability to develop and commercialize one or more of our technologies, products, or processes could be limited by the following factors:

- public attitudes about the safety and environmental hazards of, and ethical concerns over, genetic research and genetically engineered products and processes, which could influence public acceptance of our technologies, products and processes;
- public attitudes regarding, and potential changes to laws governing ownership of genetic material, which could harm our intellectual property rights with respect to our genetic material and discourage others from supporting, developing or commercializing our products, processes and technologies;
- public attitudes and ethical concerns surrounding production of feedstocks on land which could be used to grow food, which could influence public acceptance of our technologies, products and processes;
- governmental reaction to negative publicity concerning genetically engineered organisms, which could result in greater government regulation of genetic research and derivative products; and

- governmental reaction to negative publicity concerning feedstocks produced on land which could be used to grow food, which could result in greater government regulation of feedstock sources.

The subjects of genetically engineered organisms and food versus fuel have received negative publicity, which has aroused public debate. This adverse publicity could lead to greater regulation and trade restrictions on imports of genetically engineered products or feedstocks grown on land suitable for food production.

The biocatalysts that we develop have significantly enhanced characteristics compared to those found in naturally occurring enzymes or microbes. While we produce our biocatalysts only for use in a controlled industrial environment, the release of such biocatalysts into uncontrolled environments could have unintended consequences. Any adverse effect resulting from such a release could have a material adverse effect on our business and financial condition, and we may be exposed to liability for any resulting harm.

Compliance with stringent laws and regulations may be time consuming and costly, which could adversely affect the commercialization of our biofuels products.

Any biofuels developed using our technologies will need to meet a significant number of regulations and standards, including regulations imposed by the US Department of Transportation, the EPA, the FAA, various state agencies and others. Any failure to comply, or delays in compliance, with the various existing and evolving industry regulations and standards could prevent or delay the commercialization of any biofuels developed using our technologies and subject us to fines and other penalties.

We use hazardous materials in our business and we must comply with environmental laws and regulations. Any claims relating to improper handling, storage or disposal of these materials or noncompliance of applicable laws and regulations could be time consuming and costly and could adversely affect our business and results of operations.

Our research and development processes involve the use of hazardous materials, including chemical, radioactive and biological materials. Our operations also produce hazardous waste. We cannot eliminate entirely the risk of accidental contamination or discharge and any resultant injury from these materials. Federal, state and local laws and regulations govern the use, manufacture, storage, handling and disposal of, and human exposure to, these materials. We may be sued for any injury or contamination that results from our use or the use by third parties of these materials, and our liability may exceed our total assets. Although we believe that our activities conform in all material respects with environmental laws, there can be no assurance that violations of environmental, health and safety laws will not occur in the future as a result of human error, accident, equipment failure or other causes. Compliance with applicable environmental laws and regulations may be expensive, and the failure to comply with past, present, or future laws could result in the imposition of fines, third-party property damage, product liability and personal injury claims, investigation and remediation costs, the suspension of production or a cessation of operations, and our liability may exceed our total assets. Liability under environmental laws can be joint and several and without regard to comparative fault. Environmental laws could become more stringent over time imposing greater compliance costs and increasing risks and penalties associated with violations, which could impair our research, development or production efforts and harm our business.

As isobutanol has not previously been used as a commercial fuel in significant amounts, its use subjects us to product liability risks, and we may have difficulties obtaining product liability insurance.

Isobutanol has not been used as a commercial fuel and research regarding its impact on engines and distribution infrastructure is ongoing. Though we intend to test isobutanol further before commercialization, there is a risk that it may damage engines or otherwise fail to perform as expected. If isobutanol degrades the performance or reduces the lifecycle of engines, or causes them to fail to meet emissions standards, market acceptance could be slowed or stopped, and we could be subject to product liability claims. Furthermore, due to isobutanol's lack of commercial history as a fuel, we are uncertain as to whether we will be able to acquire product liability insurance on reasonable terms, or at all. A significant product liability lawsuit could substantially impair our production efforts and could have a material adverse effect on our business, reputation, financial condition and results of operations.

We may not be able to use some or all of our net operating loss carry-forwards to offset future income.

In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an "ownership change" is subject to limitation on its ability to utilize its pre-change net operating loss carry-forwards, or net operating losses, to offset future taxable income. We may have experienced one or more ownership changes in prior years, and the issuance of shares in connection with this public offering may itself trigger an ownership change; hence our ability to utilize our net operating losses to offset income if we attain profitability may be limited. In addition, these loss carry-forwards expire at various times through 2029. The Company believes that it is more likely than not that these carry-forwards will not result in any material future tax savings.

If we fail to maintain an effective system of internal controls, we might not be able to report our financial results accurately or prevent fraud; in that case, our stockholders could lose confidence in our financial reporting, which would harm our business and could negatively impact the price of our stock.

Effective internal controls are necessary for us to provide reliable financial reports and prevent fraud. In addition, Section 404 of the Sarbanes-Oxley Act of 2002 will require us and, in the event we are an accelerated filer, our independent registered public accounting firm to evaluate and report on our internal control over financial reporting beginning with our Annual Report on Form 10-K for the year ending December 31, 2011. The process of implementing our internal controls and complying with Section 404 will be expensive and time consuming, and will require significant attention of management. We cannot be certain that these measures will ensure that we implement and maintain adequate controls over our financial processes and reporting in the future. Even if we conclude, and our independent registered public accounting firm concurs, that our internal control over financial reporting provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, because of its inherent limitations, internal control over financial reporting may not prevent or detect fraud or misstatements. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our results of operations or cause us to fail to meet our reporting obligations. If we or our independent registered public accounting firm discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in our financial statements and harm our stock price. In addition, a delay in compliance with Section 404 could subject us to a variety of administrative sanctions, including SEC action, ineligibility for short form resale registration, the suspension or delisting of our common stock from the stock exchange on which it is listed and the inability of registered broker-dealers to make a market in our common stock, which would further reduce our stock price and could harm our business.

RISKS RELATING TO THIS OFFERING

We are subject to anti-takeover provisions in our certificate of incorporation and bylaws and under Delaware law that could delay or prevent an acquisition of our company, even if the acquisition would be beneficial to our stockholders.

Provisions in our amended and restated certificate of incorporation and our bylaws, both of which will become effective upon the completion of this offering, may delay or prevent an acquisition of us. Among other things, our amended and restated certificate of incorporation and bylaws will provide for a board of directors which is divided into three classes, with staggered three-year terms and will provide that all stockholder action must be effected at a duly called meeting of the stockholders and not by a consent in writing, and will further provide that only our board of directors may call a special meeting of the stockholders. These provisions may also frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, who are responsible for appointing the members of our management team. Furthermore, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibits, with some exceptions, stockholders owning in excess of 15% of our outstanding voting stock from merging or combining with us. Finally, our charter documents establish advance notice requirements for nominations for election to our board of directors and for proposing matters that can be acted upon at stockholder meetings. Although we believe these provisions together provide an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board of directors, they would apply even if an offer to acquire our company may be considered beneficial by some stockholders.

Concentration of ownership among our existing officers, directors and principal stockholders may prevent other stockholders from influencing significant corporate decisions and depress our stock price.

When this offering is completed, our officers, directors and existing stockholders who hold at least 5% of our stock will together control approximately   % of our outstanding common stock. As of July 31, 2010, Khosla Ventures I, L.P. and its affiliates, or Khosla Ventures, Virgin Green Fund I, L.P., or Virgin Green, Total Energy Ventures International, Burrill Life Sciences Capital Fund III, L.P., or Burrill, and Malaysian Life Sciences Capital Fund Ltd., or Malaysian Capital, beneficially owned approximately 40.6%, 15.2%, 12.7%, 10.3% and 9.1% of our outstanding common stock, respectively on an as-converted basis, based on the one-to-one conversion rate in effect as of July 31, 2010. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering. If these officers, directors and principal stockholders or a group of our principal stockholders act together, they will be able to exert a significant degree of influence over our management and affairs and control matters requiring stockholder approval, including the election of directors and approval of mergers or other business combination transactions. The interests of this concentration of ownership may not always coincide with our interests or the interests of other stockholders. For instance, officers, directors and principal stockholders, acting together, could cause us to enter into transactions or agreements that we would not otherwise consider. Similarly, this concentration of ownership may have the effect of delaying or preventing a change in control of our company otherwise favored by our other stockholders. This concentration of ownership could depress our stock price.

Our share price may be volatile and you may be unable to sell your shares at or above the offering price.

The initial public offering price for our shares will be determined by negotiations between us and representatives of the underwriters and may not be indicative of prices that will prevail in the trading market. The market price of shares of our common stock could be subject to wide fluctuations in response to many risk factors listed in this section, and others beyond our control, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- the position of our cash and cash equivalents;
- actual or anticipated changes in our growth rate relative to our competitors;
- actual or anticipated fluctuations in our competitors' operating results or changes in their growth rate;
- announcements of technological innovations by us, our partners or our competitors;
- announcements by us, our partners or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- the entry into, modification or termination of licensing arrangements;
- the entry into, modification or termination of research, development, commercialization or supply arrangements;
- additions or losses of customers;
- additions or departures of key management or scientific personnel;
- competition from existing products or new products that may emerge;
- issuance of new or updated research reports by securities or industry analysts;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- disputes or other developments related to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- changes in existing laws, regulations and policies applicable to our business and products, including the National Renewable Fuel Standard program, and the adoption or failure to adopt carbon emissions regulation;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us or our stockholders;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- general market conditions in our industry; and
- general economic and market conditions, including the recent financial crisis.

Furthermore, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations, as well as general economic, political and market conditions such as recessions, interest rate changes or international currency fluctuations, may negatively impact the market price of shares of our common stock. If the market price of shares of our common stock after this offering does not exceed the initial public offering price, you may not realize any return on your investment in us and may lose some or all of your investment. In the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

A significant portion of our total outstanding shares of common stock is restricted from immediate resale but may be sold into the market in the near future. This could cause the market price of our common stock to drop significantly, even if our business is doing well.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares of common stock intend to sell shares, could reduce the market price of our common stock. As of July 31, 2010, our three largest stockholders beneficially own, collectively, approximately 69% of our outstanding common stock. If one or more of them were to sell a substantial portion of the shares they hold, it could cause our stock price to decline. Based on shares outstanding as of July 31, 2010, upon completion of this offering, we will have outstanding shares of common stock, assuming no exercise of the underwriters' option to purchase additional shares. This includes the shares that we are selling in this offering. Of the remaining shares, shares of common stock will be subject to a 180-day contractual lock-up with the underwriters, and shares of common stock will be subject to a 180-day contractual lock-up with us. Upon expiration of the lockup agreements, these shares will be eligible for immediate resale, subject in some cases to the volume and other restrictions of Rules 144 and 701 under the Securities Act of 1933, as amended, or the Securities Act. These shares represent a substantial fraction of our total shares outstanding, and sales of these shares upon expiration of the lock-up could significantly depress our share price.

In addition, as of July 31, 2010, there were 2,854,315 shares subject to outstanding options that will become eligible for sale in the public market to the extent permitted by any applicable vesting requirements, the lock-up agreements and Rules 144 and 701 under the Securities Act. Moreover, after this offering, based on the one-to-one conversion rate in effect as of July 31, 2010, holders of an aggregate of approximately 15,023,635 shares of our outstanding common stock (including shares of our common stock issuable upon the exercise of outstanding options) will have rights, subject to some conditions, to require us to file registration statements covering their shares and to include their shares in registration statements that we may file for ourselves or other stockholders. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

We also intend to register approximately shares of common stock that have been reserved for issuance under our stock incentive plans. Once we register these shares, they can be freely sold in the public market upon issuance and once vested, subject to the 180-day lock-up periods under the lock-up agreements described in the "Underwriting" section of this prospectus.

No public market for our common stock currently exists and an active trading market may not develop or be sustained following this offering.

Prior to this offering, there has been no public market for our common stock. An active trading market may not develop following the completion of this offering or, if developed, may not be sustained. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If one or more of the analysts who cover us downgrade our stock or change their opinion of our stock, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our stock price or trading volume to decline.

Purchasers in this offering will experience immediate and substantial dilution in the book value of their investment.

The initial public offering price will be substantially higher than the tangible book value per share of shares of our common stock based on the total value of our tangible assets less our total liabilities immediately following this offering. Therefore, if you purchase shares of our common stock in this offering, you will experience immediate and substantial dilution of approximately $ per share in the price you pay for shares of our common stock as compared to its tangible book value, assuming an initial public offering price of $ per share. To the extent outstanding options and warrants to purchase shares of common stock are exercised, there will be further dilution. For further information on this calculation, see “Dilution” elsewhere in this prospectus.

We have broad discretion in the use of net proceeds from this offering and may not use them effectively.

Although we currently intend to use the net proceeds from this offering in the manner described in “Use of Proceeds” elsewhere in this prospectus, we will have broad discretion in the application of the net proceeds. Our failure to apply these net proceeds effectively could affect our ability to continue to develop and sell our products and grow our business, which could cause the value of your investment to decline.

We will incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

We have never operated as a public company. As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act, as well as related rules implemented by the Securities and Exchange Commission and The Nasdaq Stock Market, impose various requirements on public companies. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect these rules and regulations to make it more expensive for us to maintain director and officer liability insurance.

In addition, the Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, commencing in 2011, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management and our independent registered public accounting firm to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Our compliance with Section 404 will require that we incur substantial accounting expense and expend significant management time on compliance-related issues. We will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. Moreover, if we are not able to comply with the requirements of Section 404 in a timely manner, our stock price could decline, and we could face sanctions, delisting or investigations by The Nasdaq Global Market, or other material effects on our business, reputation, results of operations, financial condition or liquidity.

We do not anticipate paying cash dividends, and accordingly, stockholders must rely on stock appreciation for any return on their investment.

The terms of our loan and security agreements with Lighthouse and TriplePoint currently prohibit us from paying cash dividends on our common stock. Although the prohibition on paying dividends under Gevo, Inc.'s loan and security agreement with TriplePoint terminates upon the completion of this offering, we do not anticipate paying cash dividends in the future. As a result, only appreciation of the price of our common stock, which may never occur, will provide a return to stockholders. Investors seeking cash dividends should not invest in our common stock. Under the terms of Gevo Development's loan and security agreement with TriplePoint, subject to certain limited exceptions, Gevo Development is only permitted to pay dividends if the following conditions are satisfied: (i) the retrofit of the Luverne facility is complete and the facility is producing commercial volumes of isobutanol, (ii) its net worth is greater than or equal to $10.0 million, and (iii) no event of default has occurred and is continuing under the agreement. Accordingly, even if we decide to pay cash dividends in the future, we may not be able to access cash generated by Gevo Development if amounts are then outstanding pursuant to its loan and security agreement with TriplePoint. Following the consummation of the Agri-Energy acquisition, Agri-Energy, LLC will be subject to the same dividend restrictions applicable to Gevo Development under the loan and security agreement with TriplePoint, as described above.

Forward-looking statements

This prospectus contains forward-looking statements that involve risks and uncertainties. The forward-looking statements are contained principally in the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” These statements relate to future events or our future financial or operational performance and involve known and unknown risks, uncertainties and other factors that could cause our actual results, levels of activity, performance or achievement to differ materially from those expressed or implied by these forward-looking statements. These risks and uncertainties are contained principally in the section entitled “Risk Factors.”

Forward-looking statements include all statements that are not historical facts. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “could,” “would,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “projects,” “predicts,” “potential,” or the negative of those terms, and similar expressions and comparable terminology intended to identify forward-looking statements. These statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent our estimates and assumptions only as of the date of this prospectus and, except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this prospectus.

In particular, forward looking statements in this prospectus include statements about:

- the achievement of advances in our technology platform;
- the timing and cost of acquiring access to existing ethanol production facilities, including Agri-Energy’s Luverne facility;
- the timing and costs associated with our planned retrofits of production facilities, including Agri-Energy’s Luverne facility;
- our access to capital, including pursuant to that certain loan and security agreement with TriplePoint;
- the acceptance and success of our capital-light model for production of our product at retrofitted ethanol plants;
- the commercial scale-up of our production, including the timing and volume of our future production;
- the availability of suitable and cost-competitive feedstocks;
- our ability to gain market acceptance for isobutanol as a specialty chemical, fuel blendstock and raw material for the production of hydrocarbons;
- our ability to produce and sell protein fermentation meal as an animal feedstock;
- the expected applications of our platform molecule and addressable markets, including our access to distribution infrastructure and services and the availability of chemical processing;
- the expected cost-competitiveness and relative performance attributes of our isobutanol and the products derived from it;
- the timing of commercial sales of our product, including the timing and terms of final, binding supply agreements for the isobutanol that we produce;
- government regulatory and industry certification, approval and acceptance of our product and its derivatives;
- government policymaking and incentives relating to renewable fuels;

Forward-looking statements

- the future price and volatility of corn and other renewable feedstocks; and
- the future price and volatility of petroleum and products derived from petroleum.

This prospectus also contains estimates and other information concerning our target markets that are based on industry publications, surveys and forecasts, including those generated by SRI, CMAI, the EIA, the IEA, the RFA, Nexant and MPI. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates and information. These industry publications, surveys and forecasts generally indicate that their information has been obtained from sources believed to be reliable. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in “Risk Factors.” These and other factors could cause actual results to differ materially from those expressed in these publications, surveys and forecasts.

Use of proceeds

We estimate that we will receive net proceeds of approximately $ million from the sale of shares of common stock offered in this offering based on an assumed initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the net proceeds to us from this offering by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters exercise their option to purchase additional shares, we estimate that our net proceeds will be approximately $ million based on an assumed initial public offering price of $ per share.

We currently intend to use all or a portion of the net proceeds of this offering, together with existing cash and cash equivalents, to acquire access to ethanol facilities through direct acquisition and joint ventures, and retrofit those facilities to produce isobutanol. Other than our acquisition agreement with Agri-Energy, we do not have agreements or commitments for any specific acquisitions at this time. We may also use a portion of the net proceeds of this offering to fund working capital and other general corporate purposes, including paying off certain of our long-term debt obligations and the costs associated with being a public company.

The potential uses of net proceeds from this offering represent our current intentions based upon our present business plans and business conditions. As of the date of this prospectus, we cannot allocate specific percentages of the net proceeds that we may use to acquire access to ethanol facilities, retrofit these facilities, fund working capital and for other general corporate purposes.

Until we apply the net proceeds of this offering to its intended uses, we intend to invest the net proceeds in interest-bearing demand deposit accounts or short-term investment-grade securities. We cannot predict whether these temporary investments of the net proceeds will yield a favorable return, or any yield at all.

Dividend policy

We have never declared or paid cash dividends on shares of our common or preferred stock, and currently do not plan to declare or pay cash dividends in the foreseeable future. We expect to retain our future earnings, if any, for use in the operation and expansion of our business. In addition, the terms of our loan and security agreement with Lighthouse currently prohibit us from paying cash dividends, and the terms of Gevo, Inc.'s loan and security agreement with TriplePoint prohibit us from paying cash dividends until the completion of this offering. Subject to the foregoing, the payment of cash dividends in the future, if any, will be at the discretion of our board of directors and will depend upon such factors as earnings levels, capital requirements, requirements under the Delaware General Corporation Law, restrictions and covenants pursuant to any other credit facilities we may enter into, our overall financial condition and any other factors deemed relevant by our board of directors. Under the terms of Gevo Development's loan and security agreement with TriplePoint, subject to certain limited exceptions, Gevo Development is only permitted to pay dividends if the following conditions are satisfied: (i) the retrofit of the Luverne facility is complete and the facility is producing commercial volumes of isobutanol, (ii) its net worth is greater than or equal to $10.0 million, and (iii) no event of default has occurred and is continuing under the agreement. Accordingly, even if our board of directors decides to pay cash dividends in the future, we may not be able to access cash generated by Gevo Development if amounts are then outstanding pursuant to its loan and security agreement with TriplePoint. Following the consummation of the Agri-Energy acquisition, Agri-Energy, LLC will be subject to the same dividend restrictions applicable to Gevo Development under the loan and security agreement with TriplePoint, as described above.

Capitalization

The following table sets forth our cash and cash equivalents and our capitalization as of March 31, 2010:

- on an actual basis; and
- on a pro forma basis to reflect:
  - the filing of a restated certificate of incorporation to authorize shares of common stock and shares of undesignated preferred stock;
  - the conversion of all of our outstanding shares of convertible preferred stock into 13,546,783 shares of common stock, based on the one-to-one conversion rate in effect as of March 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and the related conversion of all outstanding convertible preferred stock warrants to common stock warrants; and
  - the reclassification of the convertible preferred stock warrant liability to stockholders' equity upon the completion of this offering; and
- on a pro forma, as adjusted basis to reflect the pro forma adjustments described above and (i) our receipt of the estimated net proceeds from this offering, based on an assumed initial public offering of shares at a price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us and (ii) the effects of the Agri-Energy acquisition, including our use of $ in cash, net of cash acquired, and the incurrence of $12.5 million in long-term debt in connection with the consummation of the transactions contemplated by the acquisition agreement with Agri-Energy.

Capitalization

The pro forma and pro forma, as adjusted information below is illustrative only and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the accompanying notes appearing elsewhere in this prospectus.

	As of March 31, 2010		
	Actual	Pro forma (unaudited)	Pro forma, as adjusted
Cash and cash equivalents	$ 32,428,000	$ 32,428,000	$
Convertible preferred stock warrant liability	$ 1,572,000	—	
Secured long-term debt, net of current portion and debt discounts	$ 6,846,000	$ 6,846,000	
Stockholders' equity:			
Convertible preferred stock, $0.01 par value per share; 15,246,000 shares authorized, 13,546,783 shares issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma and pro forma, as adjusted	$ 135,000	—	
Preferred stock, $0.01 par value per share; no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma; shares authorized, no shares issued and outstanding, pro forma, as adjusted	—	—	
Common stock, $0.01 par value per share; 30,000,000 shares authorized; 1,173,548 issued and outstanding, actual; 30,000,000 shares authorized, 14,720,331 shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma, as adjusted	12,000	147,000	
Additional paid-in capital	73,663,000	75,235,000	
Accumulated deficit	(50,317,000)	(50,317,000)	
Total stockholders' equity	23,493,000	25,065,000	
Total capitalization	$ 31,911,000	$ 31,911,000	$

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) would increase or decrease, as applicable, our pro forma, as adjusted cash and cash equivalents, additional paid-in capital and stockholders' equity by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The number of shares of common stock shown as issued and outstanding in the table is based on the number of shares of our common stock outstanding as of March 31, 2010 and excludes:

- 2,473,005 shares of common stock issuable upon the exercise of options outstanding as of March 31, 2010 at a weighted average exercise price of $1.44 per share;

- 858,000 shares of common stock issuable upon the exercise of common stock warrants outstanding as of March 31, 2010 at an exercise price of $2.70 per share;
- 306,109 shares of common stock issuable upon the exercise of preferred stock warrants outstanding as of March 31, 2010 at a weighted average exercise price of $5.42 per share, based on the one-to-one conversion rate in effect as of March 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering); and
- shares of our common stock reserved for future issuance under our 2010 stock incentive plan, which will become effective in connection with the consummation of this offering.

Dilution

If you invest in our common stock, your interest will be diluted to the extent of the difference between the public offering price per share of our common stock and the pro forma, as adjusted net tangible book value per share of our common stock after this offering.

Our pro forma net tangible book value at March 31, 2010 was $25.1 million, or $1.70 per share of common stock. Pro forma net tangible book value per share represents total tangible assets less total liabilities (which includes the reclassification of convertible preferred stock warrant liability into additional paid-in capital upon the conversion of outstanding shares of preferred stock underlying warrants into shares of common stock), divided by the number of outstanding shares of common stock on March 31, 2010, after giving effect to the conversion of all of our outstanding convertible preferred stock into shares of our common stock in connection with the completion of this offering, based on the one-to-one conversion rate in effect as of March 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), as if the conversion occurred on March 31, 2010. Our pro forma, as adjusted net tangible book value at March 31, 2010, after giving effect to the sale by us of shares of common stock in this offering at an assumed initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, would have been approximately $ million, or $ per share. This represents an immediate increase in pro forma, as adjusted net tangible book value of $ per share to existing stockholders and an immediate dilution of $ per share to new investors, or approximately % of the assumed initial public offering price of $ per share. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$
Pro forma net tangible book value per share at March 31, 2010	$ 1.70	
Increase in pro forma net tangible book value per share attributable to this offering		
Pro forma, as adjusted net tangible book value per share after this offering		
Dilution per share to new investors		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) would increase (decrease) our pro forma, as adjusted net tangible book value by $ million, the pro forma, as adjusted net tangible book value per share by $ per share and the dilution in the pro forma net tangible book value to new investors in this offering by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

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Dilution

The following table shows, as of March 31, 2010, the number of shares of common stock purchased from us, the total consideration paid to us and the average price paid per share by existing stockholders and by new investors purchasing common stock in this offering at an assumed initial public offering price of $ per share, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares purchased		Total consideration		Average price per share
	Number	Percent	Amount	Percent	
Existing stockholders		%		%	
New investors					
Total		100.0%		100.0%	

The table above, and the information below, assume that our existing stockholders do not purchase any shares in this offering.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of this prospectus) would increase (decrease) total consideration paid by new investors, total consideration paid by all stockholders and the average price per share paid by all stockholders by $, $ and $, respectively, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discount and estimated offering expenses payable by us.

The discussion and tables in this section regarding dilution are based on 14,720,331 shares of common stock issued and outstanding as of March 31, 2010, which assumes the conversion of all of our preferred stock into an aggregate of 13,546,783 shares of our common stock upon the completion of this offering, based on the one-to-one conversion rate in effect as of March 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and excludes:

- 2,473,005 shares of common stock issuable upon the exercise of options outstanding as of March 31, 2010 at a weighted average exercise price of $1.44 per share;
- 858,000 shares of common stock issuable upon the exercise of common stock warrants outstanding as of March 31, 2010 at an exercise price of $2.70 per share;
- 306,109 shares of common stock issuable upon the exercise of preferred stock warrants outstanding as of March 31, 2010 at a weighted average exercise price of $5.42 per share, based on the one-to-one conversion rate in effect as of March 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering); and
- shares of our common stock reserved for future issuance under our 2010 stock incentive plan, which will become effective in connection with the consummation of this offering.

If the underwriters exercise their option to purchase additional shares in full, the following will occur:

- the number of shares of our common stock held by existing stockholders would decrease to % of the total number of shares of our common stock outstanding after this offering; and
- the number of shares of our common stock held by new investors would increase to approximately % of the total number of shares of our common stock outstanding after this offering.

Dilution

To the extent that outstanding options or warrants are exercised, you will experience further dilution. If all of our outstanding options and warrants were exercised, our pro forma net tangible book value as of March 31, 2010 would have been $32.6 million, or $1.78 per share, and the pro forma, as adjusted net tangible book value after this offering would have been $ million, or $ per share, causing dilution to new investors of $ per share.

In addition, we may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

Selected historical consolidated financial data

The following selected historical consolidated financial data should be read together with our consolidated financial statements and the accompanying notes appearing elsewhere in this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations." The selected historical consolidated financial data in this section is not intended to replace our historical consolidated financial statements and the accompanying notes. Our historical results are not necessarily indicative of our future results.

We derived the consolidated statements of operations data for 2007, 2008 and 2009 and the consolidated balance sheet data as of December 31, 2008 and 2009 from our audited consolidated financial statements appearing elsewhere in this prospectus. The consolidated statements of operations data for 2005 and 2006 and the consolidated balance sheet data as of December 31, 2005, 2006 and 2007 have been derived from our unaudited consolidated financial statements not included in this prospectus. The consolidated statements of operations data for the three months ended March 31, 2009 and 2010 and the consolidated balance sheet data as of March 31, 2010 are derived from our unaudited interim consolidated financial statements appearing elsewhere in this prospectus. The unaudited interim financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly our financial position as of March 31, 2010 and results of operations for the three months ended March 31, 2009 and 2010. Operating results for the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the year ended December 31, 2010. The data should be read in conjunction with the consolidated financial statements, related notes, and other financial information included herein.

Consolidated statements of operations data:	Years ended December 31, 2005	2006	2007	2008	2009	Three months ended March 31, 2009	2010
Revenue	$ —	$ 100,000	$ 275,000	$ 208,000	$ 660,000	$ 158,000	$ 330,000
Operating expenses:							
Research and development	(161,000)	(902,000)	(3,699,000)	(7,376,000)	(10,508,000)	(1,820,000)	(4,668,000)
General and administrative	(99,000)	(328,000)	(2,601,000)	(6,065,000)	(8,699,000)	(1,567,000)	(2,642,000)
Lease termination costs	—	—	(894,000)	—	—	—	—
Loss on abandonment or disposal of assets	—	—	(243,000)	(78,000)	(22,000)	—	—
Total operating expenses	(260,000)	(1,230,000)	(7,437,000)	(13,519,000)	(19,229,000)	(3,387,000)	(7,310,000)
Loss from operations	(260,000)	(1,130,000)	(7,162,000)	(13,311,000)	(18,569,000)	(3,229,000)	(6,980,000)
Other (expense) income:							
Interest expense	—	—	(140,000)	(1,385,000)	(1,103,000)	(250,000)	(308,000)
Interest and other income	1,000	20,000	76,000	154,000	277,000	17,000	19,000
Loss from change in fair value of warrant liabilities(1)	—	—	—	—	(490,000)	(455,000)	(590,000)
Other (expense) income—net	1,000	20,000	(64,000)	(1,231,000)	(1,316,000)	(688,000)	(879,000)
Net loss	(259,000)	(1,110,000)	(7,226,000)	(14,542,000)	(19,885,000)	(3,917,000)	(7,859,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	—	—	(21,000)
Net loss attributable to Gevo, Inc. common stockholders	$ (259,000)	$ (1,110,000)	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (3,917,000)	$ (7,880,000)

Selected consolidated financial data

Consolidated statements of operations data:	Years ended December 31, 2005	2006	2007	2008	2009	Three months ended March 31, 2009	2010
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted(2)(3)	$ (0.27)	$ (1.17)	$ (7.40)	$ (13.83)	$ (18.07)	$ (3.60)	$ (7.02)
Weighted average number of common shares used in computing net loss per share of common stock, basic and diluted	944,146	950,000	976,909	1,051,848	1,100,294	1,087,674	1,123,045
Net loss used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(4)					$(19,395,000)		$ (7,269,000)
Pro forma net loss per share of common stock, basic and diluted (unaudited)(4)					$ (1.62)		$ (0.53)
Weighted average number of common shares used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(4)					11,966,689		13,789,374

(1) On January 1, 2009, we changed the manner in which we account for warrants that are exercisable into preferred stock, as described in Note 15 to our consolidated financial statements.
(2) Net loss used in computing pro forma basic and diluted net loss per share of common stock has been adjusted to remove losses resulting from remeasurement of the convertible preferred stock warrant liability as these measurements would no longer be required when the convertible preferred stock warrants become warrants to purchase shares of the company's common stock.
(3) Net loss used in computing pro forma basic and diluted net loss per share of common stock has been adjusted to remove the deemed dividend associated with the amortization of the beneficial conversion feature on our Series D-1 preferred stock.
(4) Pro forma basic and diluted net loss per share of common stock and weighted average number of common shares used in computing pro forma basic and diluted net loss per share of common stock in the table above give effect to the conversion of all of our outstanding convertible preferred stock, based on the one-to-one conversion rate in effect as of March 31, 2010 for all periods presented. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of an initial public offering or a subsequent financing.

Consolidated balance sheets data:	Years ended December 31, 2005	2006	2007	2008	2009	Three months ended March 31, 2010
Cash and cash equivalents	$ 183,000	$ 1,005,000	$ 63,000	$ 9,635,000	$ 21,240,000	$ 32,428,000
Total assets	228,000	1,776,000	2,391,000	13,094,000	26,383,000	37,504,000
Fair value of warrant liabilities	0	0	0	0	982,000	1,572,000
Secured long-term debt, including current portion, net of debt discounts	0	0	1,579,000	8,178,000	7,701,000	7,770,000
Total liabilities	44,000	205,000	3,029,000	9,936,000	11,300,000	14,011,000
Accumulated deficit	(259,000)	(1,369,000)	(8,595,000)	(23,137,000)	(42,437,000)	(50,317,000)
Total stockholders' equity (deficit)	184,000	1,571,000	(638,000)	3,158,000	15,083,000	23,493,000

Unaudited pro forma condensed consolidated combined financial information

The following unaudited pro forma condensed consolidated combined financial statements have been prepared to give effect to our acquisition of Agri-Energy, using the acquisition method of accounting with the assumptions and adjustments described in the accompanying notes to the unaudited pro forma condensed consolidated combined financial statements. The unaudited pro forma condensed consolidated combined statements of operations reflect the combined results of operations of the company and Agri-Energy for the year ended December 31, 2009 and the three months ended March 31, 2010, in both cases as if the transactions contemplated by the Agri-Energy acquisition agreement had occurred on January 1, 2009. The unaudited pro forma condensed consolidated combined balance sheet was prepared as if the acquisition had been completed as of March 31, 2010. There were no transactions between the company and Agri-Energy during the periods presented. There are no significant differences between the accounting policies of the company and Agri-Energy.

On August 5, 2010, we entered an acquisition agreement with Agri-Energy pursuant to which we agreed to purchase all of the outstanding units of Agri-Energy, LLC and certain operating assets of Agri-Energy Limited Partnership. The acquisition agreement provides for an aggregate purchase price comprised of $20,753,000 in cash plus the purchase of working capital totaling $3,369,000 (based on actual working capital amounts at March 31, 2010). The purchase price was allocated to the following: property, plant and equipment of $20,753,000 and working capital of $3,369,000. We expect to pay the aggregate purchase price with available cash reserves and by borrowing $12,500,000 million under our loan and security agreement with TriplePoint (as described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Secured long-term debt” and Note 16 of the Consolidated Financial Statements).

The unaudited pro forma condensed consolidated combined financial statements presented are based on the assumptions and adjustments described in the accompanying notes. The unaudited pro forma condensed consolidated combined financial statements are prepared for illustrative purposes only and are not necessarily indicative of the financial position or results of operations that would have actually been reported had the acquisitions described above occurred on January 1, 2009 for statement of operations purposes or as of March 31, 2010 for balance sheet purposes, nor are they necessarily indicative of the future financial position or results of operations of the combined company. The unaudited pro forma condensed consolidated combined financial statements include adjustments which are based on preliminary estimates to reflect the allocation of the purchase price to the acquired assets and assumed liabilities of Agri-Energy. The final allocation of the purchase price will be determined after the completion of the transactions contemplated by the acquisition agreement with Agri-Energy and will be based upon actual tangible and intangible assets acquired as well as liabilities assumed. Any change in the fair value of the net assets of Agri-Energy will change the amount of the purchase price allocable to goodwill or other intangible assets. Final purchase accounting adjustments for Agri-Energy may differ materially from the pro forma adjustments presented here.

These unaudited pro forma condensed consolidated combined financial statements are based upon our historical consolidated financial statements and the historical combined financial statements of Agri-Energy, and should be read together with the company’s and Agri-Energy’s respective financial statements and accompanying notes appearing elsewhere in this prospectus and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Unaudited pro forma condensed consolidated combined financial information

GEVO, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED BALANCE SHEET
As of March 31, 2010

	Gevo	Agri-Energy	Adjustments for acquisition(1)(2)	Pro forma condensed consolidated combined(1)(2)
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$32,428,000	$ 1,049,000	$ (2,856,000)(1)(3)	$ 21,354,000
			(21,267,000)(1)(5)	
			12,500,000(4)	
			(500,000)(9)	
Accounts receivable	186,000	3,091,000	(434,000)(6)	2,843,000
Inventory	—	2,464,000	—	2,464,000
Current portion of restricted certificate of deposit	40,000	—	—	40,000
Derivative assets	—	102,000	—	102,000
Margin deposit	—	82,000	—	82,000
Prepaid expenses and other current assets	150,000	96,000	—	246,000
Total current assets	32,804,000	6,884,000	(12,557,000)	27,131,000
PROPERTY AND EQUIPMENT—Net	4,017,000	10,196,000	10,558,000(5)	24,771,000
RESTRICTED CERTIFICATE OF DEPOSIT—Less current portion	119,000	—	—	119,000
DEFERRED OFFERING COSTS	474,000	—	—	474,000
DEFERRED FINANCING COSTS	—	47,000	(47,000)(3)	—
DEPOSITS AND OTHER ASSETS	90,000	—	—	90,000
TOTAL	$37,504,000	$17,127,000	$ (2,046,000)	$ 52,585,000
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Accounts payable and accrued expenses	$ 3,223,000	$ 2,481,000	$ —	$ 5,704,000
Derivative liability	—	600,000	—	600,000
Current portion of secured long-term debt	924,000	258,000	(258,000)(3)	924,000
Fair value of warrant liabilities	1,572,000	—	—	1,572,000
Total current liabilities	5,719,000	3,339,000	(258,000)	8,800,000
SECURED LONG-TERM DEBT—Less current portion	6,846,000	2,598,000	(2,598,000)(3)	6,846,000
DUE TO RELATED PARTY	—	1,792,000	(1,792,000)(7)	—
OTHER LIABILITIES	1,446,000	—	—	1,446,000
SECURED LONG-TERM DEBT—ACQ.	—	—	12,500,000(4)	12,500,000
Total liabilities	14,011,000	7,729,000	7,852,000	29,592,000
COMMITMENTS AND CONTINGENCIES				
STOCKHOLDERS' EQUITY:				
Total stockholders' equity	23,493,000	9,398,000	(9,398,000)(8)	22,993,000
			(500,000)(9)	
Total liabilities and stockholders' equity	$37,504,000	$17,127,000	$ (2,046,000)	$ 52,585,000

(1) The adjustments for acquisition and the pro forma condensed consolidated combined columns give effect to our payment of the purchase price of approximately $20.7 million, and our payment of $3.4 million which represents the target working capital amount of $3.7 million adjusted for actual working capital amounts at March 31, 2010.
(2) The adjustments for acquisition and the pro forma condensed consolidated combined columns are prepared assuming that the acquisition had been completed as of March 31, 2010.
(3) Represents the repayment of Agri-Energy's note payable to Heartland Business Bank concurrent with the closing of the acquisition.
(4) Assumes the incurrence of $12.5 million in long-term debt pursuant to the loan and security agreement with TriplePoint, which we entered into on August 5, 2010 in conjunction with the proposed acquisition of Agri-Energy. See Note 16 of the Consolidated Financial Statements.
(5) Purchase price adjustment reflecting estimated fair value of acquired property, plant and equipment of $20,754,000. The final allocation of the purchase price will be determined after the completion of the transactions contemplated by the acquisition agreement with Agri-Energy and will be based upon actual tangible and intangible assets acquired as well as liabilities assumed.

Unaudited pro forma condensed consolidated combined financial information

Any change in the fair value of the net assets of Agri-Energy will change the amount of the purchase price allocable to goodwill or other intangible assets. Final purchase accounting adjustments for Agri-Energy may differ materially from the pro forma adjustments presented. Because of the preliminary nature of the purchase price allocation a change in the value assigned to the property, plant and equipment will change the amount of depreciation recorded. A $1.0 million change in the value of property, plant and equipment would result in a $100,000 change in depreciation expense.

(6) Elimination of receivable from Aventine Renewable Energy, or ARE, which is not being acquired.

(7) Agri-Energy transferred funds within a group of related companies (Agri-Energy Limited Partnership, Agri-Energy, LLC, CORN-er Stone Farmers' Cooperative and CORN-er Stone Ethanol Management, Inc.) in order to finance operations. These transfers are recorded as Due to Related Party in Agri-Energy's combined balance sheet and are excluded from the acquisition.

(8) Elimination of Agri-Energy's historical stockholders' equity accounts.

(9) Represents transaction costs.

Unaudited pro forma condensed consolidated combined financial information

GEVO, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2009

Condensed consolidated combined statements of operations data:	Gevo	Agri-Energy	Adjustments for acquisition(1)	Pro forma condensed consolidated combined(1)
Revenue:				
Product revenue	$ —	$ 40,108,000	—	$ 40,108,000
Government grant revenue	660,000	—	—	660,000
Total revenue	$ 660,000	$ 40,108,000	—	$ 40,768,000
Operating expenses:				
Cost of goods sold	—	(36,985,000)	(773,000)(2)	(37,758,000)
Research and development	(10,508,000)	—	—	(10,508,000)
General and administrative	(8,699,000)	(2,029,000)	—	(10,728,000)
(Loss) income on abandonment or disposal of assets	(22,000)	—	—	(22,000)
Total operating expenses	(19,229,000)	(39,014,000)	(773,000)	(59,016,000)
Loss from operations	(18,569,000)	1,094,000	(773,000)	(18,248,000)
Other (expense) income:				
Minnesota producer payment	—	934,000	(934,000)(3)	—
Interest expense	(1,103,000)	(145,000)	(1,625,000)(4)	(2,873,000)
Interest and other income	277,000	70,000	—	347,000
Loss from change in fair value of warrant liabilities	(490,000)	—	—	(490,000)
Other expense—net	(1,316,000)	859,000	(2,559,000)	(3,016,000)
Income taxes	—	—	— (5)	—
Net (loss) income attributable to Gevo, Inc. common stockholders	$(19,885,000)	$ 1,953,000	$ (3,332,000)	$ (21,264,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (18.07)			$ (19.33)
Weighted average number of common shares used in computing net loss per share of common stock, basic and diluted	1,100,294			1,100,294

(1) The adjustments for acquisition and the pro forma condensed consolidated combined columns reflect the combined results of operations of the company and Agri-Energy for the year ended December 31, 2009 as if the transactions contemplated by the acquisition agreement with Agri-Energy had occurred on January 1, 2009.

(2) Represents estimated incremental depreciation expense of $773,000 for the year ended December 31, 2009 based on our estimated fair value of acquired property, plant and equipment. Any change in fair value of acquired assets will change the estimated amount of depreciation expense. A $1.0 million change in the value of property, plant and equipment would result in a $100,000 change in annual depreciation expense based on an average estimated remaining useful life of ten years.

(3) Agri-Energy has been receiving incentives to produce ethanol from the State of Minnesota that are reported in the historical financial statements as Minnesota producer payments, and relate to ethanol sold prior to December 31, 2008. Any producer payments received after consummation of the acquisition will remain with CORN-er Stone Farmers' Cooperative.

(4) Interest expense on funds borrowed for the acquisition of Agri-Energy at 13% interest, the minimum interest payable under the agreement. If the prime interest rate increases 1% interest expense would increase $125,000. See Note 16 of the Consolidated Financial Statements.

(5) State income taxes projected as payable in Minnesota on Agri-Energy's operations based on a corporate state income tax rate of 8.9%. Agri-Energy had previously been structured as pass through entities for federal and state income tax purposes. Accordingly, no income tax expense was recognized in the audited financial statements. No adjustment was made for the year ended December 31, 2009 due to the net loss reported, as adjusted, for the period.

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GEVO, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED STATEMENT OF OPERATIONS
For the Three Months Ended March 31, 2010

Condensed consolidated combined statements of operations data:	Gevo	Agri-Energy	Adjustments for acquisition(1)	Pro forma condensed consolidated combined(1)
Revenue:				
Product revenue	$ —	$ 10,244,000	—	$ 10,244,000
Government grant revenue	330,000	—	—	330,000
Total revenue	$ 330,000	$ 10,244,000	—	$ 10,574,000
Operating expenses:				
Cost of goods sold		(10,031,000)	(193,000)(2)	(10,224,000)
Research and development	(4,668,000)	—	—	(4,668,000)
General and administrative	(2,642,000)	(258,000)	—	(2,900,000)
Total operating expenses	(7,310,000)	(10,289,000)	(193,000)	(17,792,000)
Loss from operations	(6,980,000)	(45,000)	(193,000)	(7,218,000)
Other (expense) income:				
Minnesota producer payments	—	—	— (3)	—
Interest expense	(308,000)	(36,000)	(406,000)(4)	(750,000)
Interest and other income	19,000	3,000	—	22,000
Loss from change in fair value of warrant liabilities	(590,000)	—	—	(590,000)
Other expense—net	(879,000)	(33,000)	(406,000)	(1,318,000)
Income taxes	—	—	— (5)	—
Net loss	(7,859,000)	(78,000)	(599,000)	(8,536,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	(21,000)	—	—	(21,000)
Net loss attributable to Gevo, Inc. common stockholders	$(7,880,000)	$ (78,000)	$ (599,000)	$ (8,557,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (7.02)			$ (7.62)
Weighted average number of common shares used in computing net loss per share of common stock, basic and diluted	1,123,045			1,123,045

(1) The adjustments for acquisition and pro forma condensed consolidated combined columns reflect the combined results of operations of the company and Agri-Energy for the three months ended March 31, 2010 as if the transactions contemplated by the acquisition agreement with Agri-Energy had occurred on January 1, 2009.

(2) Represents estimated incremental depreciation expense of $193,000 for the three months ended March 31, 2010 based on our estimated fair value of acquired property, plant and equipment. Any change in fair value of acquired assets will change the estimated amount of depreciation expense. A $1 million change in the value of property, plant and equipment would result in a $25,000 change in annual depreciation expense based on an average estimated remaining useful life of ten years.

(3) No Minnesota producer payments were received in the three months ended March 31, 2010.

(4) Represents interest expense on funds borrowed for the acquisition of Agri-Energy at 13% interest, the minimum interest payable under the agreement. If the prime interest rate increases 1% interest expense would increase $31,250. See Note 16 of the Consolidated Financial Statements.

(5) State income taxes projected as payable in Minnesota on Agri-Energy's operations based on a corporate state income tax rate of 8.9%. Agri-Energy had previously been structured as pass through entities for federal and state income tax purposes. Accordingly, no income tax expense was recognized in the audited financial statements. No adjustment was made for the three months ended March 31, 2010 due to the net loss reported for that period.

Management's discussion and analysis of financial condition and results of operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes that appear elsewhere in this prospectus. In addition to historical financial information, the following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those discussed below. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this prospectus, particularly in "Risk Factors."

OVERVIEW

We are a renewable chemicals and advanced biofuels company focused on the development and commercialization of alternatives to petroleum-based products. Our initial commercialization and development efforts are focused on isobutanol, a four carbon alcohol. Without any modification, our isobutanol has applications as a specialty chemical and a fuel blendstock. The potential global market for isobutanol as a specialty chemical is approximately 1.1 BGPY, and the potential global market for isobutanol as a fuel blendstock is approximately 40 BGPY.

Our isobutanol can also be converted by our customers into a wide variety of hydrocarbons which form the basis for the production of many products, including plastics, fibers, rubber and other polymers and hydrocarbon fuels, including jet and diesel fuel. We believe that products derived from isobutanol have potential applications in approximately 40% of the global petrochemicals market, representing a potential market for isobutanol of approximately 67 BGPY, and substantially all of the global hydrocarbon fuels market, representing a potential market for isobutanol of approximately 900 BGPY. When combined with a potential aggregate specialty chemical and fuel blendstock market for isobutanol of approximately 41.1 BGPY, this represents a potential global market for isobutanol of approximately 1,008 BGPY. Furthermore, our isobutanol and its derivatives are chemically identical to petroleum-derived products, except that they contain carbon from renewable sources, which we believe will reduce market adoption barriers.

Our technology platform consists of proprietary biocatalysts and a proprietary isobutanol separation unit. Together these technologies form the Gevo Integrated Fermentation Technology™. GIFT™ is designed to allow relatively low capital expenditure retrofits of existing ethanol facilities, enabling a rapid and cost-efficient route to isobutanol production from a variety of renewable feedstocks. Our biocatalysts are microorganisms that have been designed to metabolize sugars to produce isobutanol. By August 2009, we had improved our first-generation biocatalyst's performance to equal or exceed our targeted levels of commercial performance, initially at our GIFT™ mini-plant and then at our 10,000 gallon per year pilot plant in Englewood, Colorado. In September 2009, we replicated this performance by successfully completing the retrofit of a 1 MGPY ethanol demonstration facility located at ICM's St. Joseph, Missouri site.

To establish isobutanol production in a commercial industrial setting, we are now completing the development of our second-generation biocatalyst. We have transferred our proprietary isobutanol pathway to an industrially relevant yeast host and are currently optimizing the yeast's performance to achieve our commercial performance targets. As of July 2010, our second-generation biocatalyst had achieved a fermentation time of 69 hours and achieved approximately 92% of the theoretical maximum yield of isobutanol from feedstock. We anticipate optimizing the pathway performance to meet 100% of our fermentation time and commercial yield performance targets in order to achieve our targeted fermentation performance criteria in time for our planned commercial launch of isobutanol production in the first half of 2012.

Using our biocatalysts, we have demonstrated that GIFT™ enables isobutanol fermentation times equal to, or less than, that achieved in the current conventional production of ethanol. Meeting the conventional ethanol fermentation time is important because it allows us to lower capital expenditures by leveraging the existing ethanol infrastructure through retrofit of ethanol plants to isobutanol production. We developed our technology platform to be compatible with the existing approximately 20 BGPY of global operating ethanol production capacity. We believe that this retrofit approach will allow us to rapidly expand our isobutanol production capacity in response to customer demand and will be attractive to current ethanol plant owners due to the opportunity to increase their operating margins through the retrofit of their existing facilities in joint venture settings.

Our strategy is to commercialize our isobutanol for use directly as a specialty chemical and value-added fuel blendstock and for conversion, into plastics, fibers, rubber, other polymers and hydrocarbon fuels. We intend to drive further adoption of our isobutanol in multiple US and international chemicals and fuels end-markets by offering a renewable product with superior properties at a competitive price. In addition, we intend to leverage existing and potential strategic partnerships with hydrocarbon companies to accelerate the use of isobutanol as a building block for drop-in hydrocarbons. This strategy will be implemented through direct supply agreements with leading chemicals and fuels companies, as well as through alliances with key technology providers.

As we add to our customer pipeline by entering into isobutanol supply agreements with customers in the refining, specialty chemicals and transportation sectors both in the US and internationally, we plan to secure access to additional and larger scale existing ethanol production facilities through direct acquisitions or joint ventures. We will then work with ICM to deploy our technology platform through retrofit of these production facilities. A commercial engineering study completed by ICM in May 2010 estimated the capital costs associated with the retrofit of a standard 50 MGPY ICM-designed corn ethanol plant to be approximately $22 to 24 million and the capital costs associated with the retrofit of a standard 100 MGPY ICM-designed corn ethanol plant to be approximately $40 to 45 million. These projected retrofit capital expenditures are substantially less than estimates for new plant construction for the production of advanced biofuels, including cellulosic ethanol. Notably, our calculations based on expected costs of retrofit, operating costs, volume of isobutanol production and price of isobutanol suggest that GIFT™ retrofits will result in an approximately two-year payback period on the capital invested in the retrofit. The ICM study also projected that each retrofit process would take approximately 14 months to complete. We believe that our exclusive alliance with ICM will enhance our ability to rapidly deploy our technology on a commercial scale at future production facilities. We plan to acquire additional production capacity to enable us to produce and sell over 500 million gallons of isobutanol in 2014.

In September 2009, Gevo, Inc. formed Gevo Development, LLC, or Gevo Development, as a 90% majority-owned subsidiary to develop isobutanol production assets using GIFT™. Gevo Development has a flexible business model and aims to secure access to existing ethanol capacity either through direct acquisition or joint venture. Gevo Development has two classes of membership interests outstanding. Gevo, Inc. is currently the sole owner of the class A interests, which comprise 90% of the outstanding equity interests of Gevo Development. CDP Gevo, LLC, or CDP, which is indirectly owned by the two co-managing directors of Gevo Development, is the sole owner of the class B interests, which comprise the remaining 10% of the outstanding equity interests of Gevo Development. In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. Upon and subject to the consummation of our equity purchase agreement with CDP, Gevo, Inc. will own 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary.

At March 31, 2010, we were considered to be in the development stage as our primary activities since inception have been conducting research and development activities, establishing our facilities, recruiting personnel, business development, business and financial planning, and raising capital. Successful completion of our research and development program, obtaining adequate financing to complete our development activities, and ultimately, the attainment of profitable operations are dependent upon future events, including completion of our development activities resulting in commercial products and/or technology, achieving market acceptance and demand for our products and services, and attracting and retaining qualified personnel.

Series D-1 preferred stock issuance

During March 2010, we issued 943,344 shares of Series D-1 preferred stock at $17.12 per share in an initial closing of a Series D-1 offering for gross cash proceeds of approximately $16,150,000. During April and May 2010, we issued an additional 900,331 shares of Series D-1 preferred stock at $17.12 per share for gross cash proceeds of approximately $15,414,000, and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of future services to be provided by ICM. The 58,412 shares issued to ICM in exchange for the credit against future services are fully vested, non-forfeitable and non-cancellable. In addition, ICM must pay a penalty of $250,000 if future services are not provided according to the terms of the agreement. In aggregate, we issued a total of 1,902,087 shares of Series D-1 preferred stock at $17.12 per share for $32,564,000.

Agri-Energy Acquisition

In August 2010, we entered into an acquisition agreement with Agri-Energy. Upon and subject to the consummation of the transactions contemplated by the acquisition agreement, we will acquire a 22 MGPY ethanol production facility in Luverne, Minnesota that we intend to retrofit to produce isobutanol. We have agreed to pay a purchase price of approximately $20.7 million. In addition, we are acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. We expect to pay the aggregate purchase price with available cash reserves and by borrowing $12.5 million under our loan and security agreement with TriplePoint (as described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Secured long-term debt”). Although there can be no assurance of the consummation of these transactions, we currently expect the transactions to close in September 2010. We anticipate beginning our retrofit of the Luverne facility in the fourth quarter of 2010. The Luverne facility is a traditional dry-mill facility, which means that it uses dry-milled corn as a feedstock. Based on ICM’s initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce isobutanol. We expect to incur additional costs of approximately $5 million related to the retrofit that are unique to the Luverne facility, including costs associated with the construction of a seed train and equipment and storage tanks that are designed to allow switching between isobutanol and ethanol production, bringing the total projected cost to approximately $22 million. We expect to begin commercial production of isobutanol at the Luverne facility in the first half of 2012, and we plan to expand our production capacity beyond this facility to produce and sell over 500 million gallons of isobutanol in 2014.

Following completion of the acquisition of Agri-Energy we will record revenue from the sale of the ethanol, distiller’s grains and other related products produced as part of the ethanol production process during the period of the retrofit of the Agri-Energy facility to isobutanol production. Continued ethanol production during the retrofit will allow us to retain local staff for the future operation of the plant, maintain the equipment and generate cash flow. As the production of ethanol is not our intended business, we intend to continue reporting our operating results as a development stage company during the retrofit process and only intend to report revenue from the production of ethanol on an interim basis until we begin to generate revenue from sales of isobutanol. Accordingly, the historical operating results of Agri-Energy and the operating results reported during the retrofit to isobutanol production will not be indicative of future operating results for Agri-Energy once isobutanol production commences.

Ethanol plant operations are highly dependent on commodity prices, especially prices for corn, ethanol, distiller's grains and natural gas. Because the market prices of these commodities are not always correlated, at times ethanol production may be unprofitable. As commodity price volatility poses a significant threat to our margin structure from the time we complete the acquisition of Agri-Energy, we plan to develop and implement a risk management strategy focused on locking in favorable operating margins. We will monitor market prices of corn, natural gas and other input costs relative to the prices for ethanol and distiller's grains at Luverne, Minnesota, the location of Agri-Energy. We will seek to create offsetting positions by using a combination of derivative instruments, fixed-price purchases and sales contracts or a combination of strategies within strict limits. Our primary focus will not be to manage general price movements, such as seeking to minimize the cost of corn consumed, but rather to lock in favorable profit margins whenever possible. By using a variety of risk management tools and hedging strategies we believe we will be able to maintain a disciplined approach to risk.

REVENUES AND OPERATING EXPENSES

Revenues

Our revenues are comprised of government research grants and cooperative agreements. Revenues under these research grants and cooperative agreements are recognized when the related expenses are incurred and the company has obtained approval to use the funds for the agreed-upon budgeted expenses.

Following completion of the acquisition of Agri-Energy we will record revenue from the sale of the ethanol, distiller's grains and other products produced as part of the ethanol production process during the period of the retrofit of the Agri-Energy facility to isobutanol production. Revenue from the production of ethanol, isobutanol and related products is recorded when all of the following criteria are satisfied: persuasive evidence of an arrangement exists, risk of loss and title transfer to the customer, the price is fixed and determinable and collectability of the revenue is reasonably assured. Ethanol and related products are generally shipped free on board shipping point.

Research and development

Our research and development costs consist of expenses incurred to identify, develop and test our technologies for the production of isobutanol and the development of downstream applications thereof. Research and development expense includes personnel costs (including stock-based compensation), consultants and related contract research, facility costs, supplies, depreciation and amortization expense on property and equipment used in product development, license fees paid to third parties for use of their intellectual property and patent rights, and other overhead expenses incurred to support our research and development programs. Upfront fees and milestone payments made under licensing agreements, payments for sponsored research and university research gifts to support research at academic institutions are recorded as research and development expense.

General and administrative

General and administrative expense consists of personnel costs (including stock-based compensation), hiring and training costs, consulting and service provider expenses (including patent counsel related costs), marketing costs, corporate insurance costs, occupancy-related costs, depreciation and amortization expenses on property and equipment not used in our product development programs, and travel and relocation expenses. After completion of this offering, we anticipate incurring a significant increase in general and administrative expense as we incur additional compliance costs as a public company. These increases will likely include increased costs for insurance, costs related to the hiring of additional personnel and payment to outside consultants, lawyers and accountants. We also expect to incur significant costs to comply with the corporate governance, internal controls and similar requirements applicable to public companies.

Following completion of the acquisition of Agri-Energy, we will record general and administrative expenses for those operations that will include administrative and oversight, labor, insurance, property taxes and other operating expenses.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the US and include our accounts and the accounts of our majority-owned subsidiary, Gevo Development. The preparation of our consolidated financial statements requires us to make estimates, assumptions, and judgments that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the applicable periods. Management bases its estimates, assumptions and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances. Different assumptions and judgments would change the estimates used in the preparation of our consolidated financial statements, which, in turn, could change the results from those reported. Our management evaluates its estimates, assumptions and judgments on an ongoing basis.

While our significant accounting policies are more fully described in Note 1 to our consolidated financial statements included in this prospectus, we believe that the following accounting policies are the most critical to aid you in fully understanding and evaluating our reported financial results and reflect the more significant judgments and estimates that we use in the preparation of our consolidated financial statements.

Stock-based compensation

Effective January 1, 2006, we adopted the provisions of FASB ASC 718, *Compensation—Stock Compensation*. Prior to January 1, 2006 we did not grant any share based awards. Compensation costs related to all equity instruments granted after January 1, 2006 are recognized at the grant-date fair value of the awards. We estimate the fair value of our share-based payment awards on the date of grant using the Black-Scholes option-pricing model and recognize the expense over the requisite service period of the awards on a straight-line basis.

We have accounted for stock options issued to nonemployees based on their estimated fair value determined using the Black-Scholes option-pricing method. The fair value of the options granted to nonemployees is re-measured as the services are performed and the options vest, and the resulting increase in value, if any, is recognized as expense during the period the related services are rendered.

The following table summarizes the stock options granted from January 1, 2008 through March 31, 2010 with their exercise prices, the fair value of the underlying common stock and the intrinsic value per share, if any:

Date of issuance	Number of options	Exercise price per share	Fair value	Intrinsic value
January 7, 2008 to February 25, 2008	64,500	$ 0.49	$ 0.49	—
June 12, 2008 to December 4, 2008	803,459	1.16	1.16	—
November 16, 2009 to December 1, 2009	863,720	2.70	2.70	—

Significant factors, assumptions and methodologies used in determining fair value

We have estimated the fair value of our stock option grants using the Black-Scholes option-pricing method. We calculate the estimated volatility rate based on selected comparable public companies, due to a lack of historical information regarding the volatility of our stock price. We will continue to analyze the historical stock price volatility assumption as more historical data for our common stock becomes available. Due to our limited history of grant activity, we calculate the expected life of options granted using the "simplified method" permitted by the SEC as the arithmetic average of the total contractual term of the option and its vesting period. The risk-free interest rate assumption was based on the US Treasury yield curve in effect during the year of grant for instruments with a term similar to the expected life of the related option. No dividends are expected to be paid. Forfeitures have been estimated by us based upon our historical and expected forfeiture experience.

The fair value of stock options granted in the years ended December 31, 2008 and 2009 were estimated using the following assumptions:

	Options granted in year 2008	Options granted in year 2009
Risk-free interest rate	1.92%–4.43%	2.15%–2.55%
Expected dividend yield	None	None
Expected volatility factor	70%–75%	76%–80%
Expected option life (in years)	4.87–6.08	5.08–6.07
Expected forfeitures	0%–5%	0%–5%

We recognized a total of $207,000 in stock-based compensation expense during 2008, of which $140,000 was attributable to employee stock options and $67,000 was attributable to nonemployee stock options and restricted stock. Of these amounts, $101,000 was recorded as general and administrative expense while $106,000 was recorded as a research and development expense. We recognized a total of $945,000 in stock-based compensation expense during 2009, of which $797,000 was attributable to employee stock options and $148,000 was attributable to nonemployee stock options and restricted stock. Of these amounts, $671,000 was recorded as general and administrative expense while $274,000 was recorded as a research and development expense. In the three months ended March 31, 2009 and 2010, we recognized a total of $67,000 and $184,000 in stock-based compensation expense, respectively, of which $48,000 and $139,000, respectively, was attributable to employee stock options and $19,000 and $45,000, respectively, was attributable to nonemployee stock options and restricted stock. Of this total amount for the three months ended March 31, 2009 and 2010, $38,000 and $137,000, respectively, was recorded as a general and administrative expense, while $29,000 and $47,000, respectively, was recorded as a research and development expense. Generally our stock options vest over four years. Historically, many of our stock option grants have contained a provision providing for vesting from the grantee’s date of hire. During the fourth quarter of 2009, we granted options to purchase 863,720 shares of common stock at a price of $2.70 per share. Because vesting for many of these grants commenced from the grantee’s date of hire, most of these grants were partially vested on the grant date resulting in a charge of approximately $558,000 in the fourth quarter of 2009 for the portion of the grants that was vested as of the grant date.

Common stock valuations

In the absence of a public trading market, we determined a reasonable estimate of the then current fair value of our common stock for purposes of granting stock based compensation based on multiple criteria. We determined the fair value of our common stock utilizing methodologies, approaches, and assumptions consistent with the American Institute of Certified Public Accountants Practice Aid, “*Valuation of Privately-Held-Company Equity Securities Issued as Compensation*” (AICPA Practice Aid). In addition, we exercised judgment in evaluating and assessing the foregoing based on several factors including:

- the nature and history of our business;
- our historical operating and financial results;
- the market value of companies that are engaged in a similar business to ours;
- the lack of marketability of our common stock;
- the price at which shares of our preferred stock have been sold;
- the liquidation preference and other rights, privileges and preferences associated with our preferred stock;
- our progress in developing our isobutanol production technology;
- our progress towards achieving commercial performance targets for our bacteria and yeast based biocatalysts;
- our progress towards producing isobutanol at the one million gallon per year development plant scale;
- the risks associated with transferring our isobutanol production technology to full commercial scale settings;
- the overall inherent risks associated with our business at the time stock option grants were approved; and
- the overall equity market conditions and general economic trends.

We considered the factors outlined above, as well as the results of independent outside valuations performed as of the dates listed in the table below, in determining the underlying fair value of our common stock at September 30, 2007 after the completion of our Series B preferred stock financing, at March 13, 2008 after completion of our Series C preferred stock financing, at August 31, 2009 after completion of our Series D preferred stock financing and at March 31, 2010 after completion of our initial closing of the Series D-1 preferred stock financing. We used an option-pricing method, as well as other factors outlined above, to estimate the fair value of our common stock as follows:

Valuation date	Fair value per share
September 30, 2007	$ 0.49
March 13, 2008	1.16
August 31, 2009	2.70
March 31, 2010	10.07

In November 2007, we completed a valuation to estimate the fair market value of a share of our common stock as of September 30, 2007 using the option-pricing method. To determine our estimated enterprise value, we applied an asset-based approach and a market-based approach based on the investment in our preferred stock by venture capital firms, including the issuance of 1,027,397 shares of Series B preferred stock at a price of $2.92 per share in July 2007. We used the option-pricing method to allocate the estimated enterprise value between common and preferred stockholders. We used a volatility of 70.3% based upon two years of data from a set of comparable public company stocks. Applying an appropriate risk free interest rate of 4.21% and a 50% discount for the lack of marketability of our common stock, we estimated a fair market value at September 30, 2007 of $0.49 per common share. We used this fair market value per common share for stock options granted through February 25, 2008.

In April 2008, we completed a valuation to estimate the fair market value of a share of our common stock as of March 13, 2008 using the option-pricing method. To determine our estimated enterprise value, we applied a market-based approach based on the investment in our preferred stock by venture capital firms, including the issuance of 3,102,190 shares of Series C preferred stock at a price of $5.48 per share in March 2008. We used the option-pricing method to allocate the estimated enterprise value between common and preferred stockholders. We used a volatility of 83.7% based upon three years of data from a set of comparable public company stocks. Applying an appropriate risk free interest rate of 1.84% and a 49% adjustment for the lack of marketability of our common stock, we estimated a fair market value at March 13, 2008 of $1.16 per common share. We used this fair market value per common share for options granted between June 12, 2008 and December 4, 2008.

In September 2009, we completed a valuation to estimate the fair market value of a share of our common stock as of August 31, 2009 using the option-pricing method. To determine our estimated enterprise value, we applied a market-based approach based on the investment in our preferred stock by venture capital firms and strategic investors, including the issuance of 4,616,483 shares of Series D preferred stock at a price of $7.04 per share between April and August 2009. We used the option-pricing method to allocate the estimated enterprise value between common and preferred stockholders. We used a volatility of 83.63% based upon two years of data from a set of comparable public company stocks. Applying an appropriate risk free interest rate of 0.97% and a 40% discount for the lack of marketability of our common stock, we estimated a fair market value at August 31, 2009 of $2.70 per common share. We used this fair market value per common share for options granted between November 16, 2009 and December 1, 2009.

In May 2010, we completed a valuation to estimate the fair market value of a share of our common stock as of March 31, 2010 using the option-pricing method. We first estimated our enterprise value and then allocated this value to the underlying classes of equity using the option-pricing method as outlined in the AICPA Practice Aid. In estimating the enterprise value, we used a scenario analysis incorporating probabilities of future events for existing shareholders of an initial public offering (IPO), merger / acquisition (M&A), or an orderly liquidation to calculate an overall estimated enterprise value of the company. To calculate the enterprise value in the IPO and M&A scenarios, we used an income approach which incorporated a discounted cash flow valuation. This approach requires a projection of the cash flows that the business expects to generate over a forecast period and an estimate of the present value of cash flows beyond that period, which is referred to as terminal value. These cash flows are converted to present value by means of discounting, using a rate of return that accounts for the time value of money and the appropriate degree of risks inherent in the business. The orderly liquidation scenario considered the total preferences of the preferred shareholders assuming no further rounds of financing after Series D-1. To allocate the enterprise value to the underlying classes of equity, we used the option-pricing method. Within the allocation model, we estimated a time until liquidity event of six months, a risk-free discount rate of 0.24% and a volatility input of 59.79% based upon 6 months of data from a set of comparable public company stocks. We estimated a fair market value at March 31, 2010 of $10.07 per common share.

No single event caused the valuation of our common stock to increase from January 2008 to March 2010; rather, it was a combination of the following factors that led to the changes in the fair value of the underlying common stock:

- We completed our Series C financing in March 2008. The value of the company negotiated during this financing, led by two new investors, took into account our license agreement signed with UCLA during the fall of 2007.
- We completed our Series D financing between April and August 2009. The value of the company negotiated during this financing, led by a new investor, took into account the operation of our pilot plant located at our facility in Colorado during 2008, our partnership with ICM that was entered into in 2008, improvements in our first-generation biocatalyst, and construction of our demonstration plant in St. Joseph, Missouri.
- We completed our Series D-1 financing between March and May 2010. The value of the company negotiated during this financing took into account several recent developments including commissioning our demonstration plant in St. Joseph, Missouri during September 2009, the establishment of Gevo Development in September 2009 in order to focus on accessing, financing and developing ethanol facilities for future retrofit to isobutanol production, significant improvements in the isobutanol yield of our second-generation biocatalyst in late December 2009 through May 2010 and our entering into a number of letters of interest with potential future customers in the period from January 2010 to May 2010.
- There is inherent uncertainty in these estimates and if we had made different assumptions than those described above, the amount of our stock-based compensation expense, net loss and net loss per share amounts could have been significantly different.

Estimation of fair value of warrants to purchase preferred stock

Effective January 1, 2009 upon the adoption of FASB ASC 815, *Derivatives and Hedging*, all warrants issued by us that are exercisable into preferred stock are accounted for as derivatives and recognized in the consolidated balance sheets as fair value of warrant liabilities at their estimated fair value. As such, effective January 1, 2009, we reclassified the fair value of these preferred stock warrants from equity to liability status as if these warrants were recorded as a derivative liability since their dates of issuance. We determined that this treatment was appropriate because the preferred stock underlying the warrants has down-round protection. As a result of this change in accounting principle, on January 1, 2009, we recorded these liabilities at their fair value of $289,000.

As of December 31, 2009 and March 31, 2010, the fair value of preferred stock warrants was estimated to be $982,000 and $1,572,000, respectively, using an option-pricing model. We recorded a $490,000 non-cash charge related to the change in fair value of preferred stock warrants for the year ended December 31, 2009, and $455,000 and $590,000, for the three months ended March 31, 2009 and 2010, respectively. These warrant liabilities are marked to fair value from January 1, 2009 resulting in the recognition of gain or loss in our consolidated statements of operations as gain or loss from change in fair value of warrant liabilities from that date.

Preferred stock warrants were initially issued by us in connection with the issuance of secured long-term debt and convertible promissory notes. The warrants were not issued with the intent of effectively hedging any exposures to cash flow, market or foreign currency risks. The warrants do not qualify for hedge accounting, and as such, all future changes in the fair value of these warrants will be recognized currently in earnings until such time as the warrants are exercised, expire or are converted to common stock warrants. The warrants do not trade in an active market, and as such, we estimated the fair value of these warrants using an option-pricing model with the following assumptions:

	January 1, 2009	December 31, 2009	March 31, 2010
Risk-free interest rate	1.00%	1.14%	0.24%
Expected volatility factor	67.50%	91.60%	59.79%
Expected time to a liquidity event (in years)	3	2	0.5

During the year ended December 31, 2009, we granted an additional warrant to Lighthouse to acquire 55,000 shares of our Series D preferred stock with an exercise price of $7.04, and an additional warrant to acquire 416 shares of our Series C preferred stock with an exercise price of $5.48. No additional preferred stock warrants were granted during the three months ended March 31, 2010. Due to the nature of these derivative instruments, the instruments contain no credit-risk-related contingent features.

To value our preferred stock warrants as of March 31, 2010, we first estimated our enterprise value and then allocated this value to the underlying classes of equity using the option-pricing method as outlined in the AICPA Practice Aid. In estimating the enterprise value, we used a scenario analysis incorporating probabilities of future events for existing shareholders of an IPO, M&A transaction, or liquidation to calculate an overall estimated enterprise value of the company using the option-pricing method. To calculate the enterprise value in the IPO and M&A scenarios, we used an income approach which incorporated a discounted cash flow valuation. This approach requires a projection of the cash flows that the business expects to generate over a forecasted period and an estimate of the present value of cash flows beyond that period, which is referred to as terminal value. These cash flows are converted to present value by means of discounting, using a rate of return that accounts for the time value of money and the appropriate degree of risks inherent in the business. The orderly liquidation scenario considered the total preferences of the preferred stockholders assuming no further rounds of financing after Series D-1. To allocate the enterprise value to the underlying classes of equity, we used the option-pricing method. Within the allocation model, we estimated a time until liquidity event of six months, a risk-free discount rate of 0.24% and a volatility input of 59.79% based upon 6 months of data from a set of comparable public company stocks.

There is inherent uncertainty in these estimates and if we had made different assumptions than those described above, the amount of our loss on change in fair value of preferred stock warrants, net loss and net loss per share amounts could have been significantly different.

The table below summarizes the preferred stock warrants that were issued by us and recorded as a liability as of January 1, 2009, December 31, 2009 and March 31, 2010.

Type of preferred stock warrants	Year(s) of issuance	Number of warrant shares	Exercise price	Grant date original value assigned	Fair value at January 1, 2009	Fair value at December 31, 2009	Fair value at March 31, 2010
SeriesA-3 preferred stock warrant	2006, 2007	15,000	$ 1.75	$ 18,000	$ 30,000	$ 68,000	$ 126,000
SeriesA-4 preferred stock warrant	2007, 2008	15,021	2.33	27,000	27,000	65,000	118,000
Series C preferred stock warrant	2008, 2009	221,088	5.48	830,000	232,000	697,000	1,117,000
Series D preferred stock warrant	2009	55,000	7.04	202,000	—	152,000	211,000
		306,109		$ 1,077,000	$ 289,000	$ 982,000	1,572,000

Upon the closing of this initial public offering and the conversion of the underlying preferred stock to common stock, all outstanding warrants to purchase shares of preferred stock will convert into warrants to purchase shares of our common stock. The then-current aggregate fair value of these warrants will be reclassified from liabilities to additional paid-in capital, a component of stockholders’ equity, and we will cease to record any related periodic fair value adjustments.

Beneficial conversion feature of Series D-1 preferred stock financing

Each share of Series D-1 preferred stock is convertible into the number of shares of common stock determined by dividing the original issue price of the Series D-1 of $17.12, as adjusted, by the conversion price of the Series D-1 in effect at the time of conversion. The initial conversion price for the Series D-1 is $17.12, resulting in an initial conversion ratio that is one share of Series D-1 preferred stock for one share of common stock. In addition to the conversion price adjustments that are applicable to the other series of preferred stock, including, but not limited to, adjustments in connection with stock splits and dilutive events, the conversion price of the Series D-1 adjusts upon the closing of an initial public offering (the offering) or a qualified financing. A qualified financing is defined as the first issuance of common stock or a new series of convertible preferred stock by us following the final closing of the Series D-1 financing. If the offering or qualified financing closes on or prior to December 31, 2010, the conversion price of the Series D-1 is adjusted to an amount equal to 75% of the offering price per share or price per share paid by investors in a qualified financing. If the offering or qualified financing closes between January 1, 2011 and September 30, 2011, the conversion price of the Series D-1 is adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in a qualified financing. If an initial public offering or qualified financing does not occur by September 30, 2011, then the conversion ratio adjusts such that each share of Series D-1 preferred stock is convertible into two shares of common stock. If a merger or asset sale occurs, as defined in the amended and restated certificate of incorporation, on or prior to September 30, 2011, then the conversion ratio adjusts so that each share of Series D-1 preferred stock is convertible into one and one-half shares of common stock.

Because the conversion ratio adjustments described above are unique to the Series D-1 preferred, the Series D-1 preferred is considered to have a beneficial conversion feature. At the initial closing of the Series D-1 on March 26, 2010, we recorded the beneficial conversion feature at its intrinsic value of $2,849,000 as a discount on the preferred stock with a corresponding credit to additional paid-in-capital. Unless the Series D-1 preferred stock is converted into common stock prior to September 30, 2011, the discount will be amortized to retained earnings and additional paid-in-capital during the period from

March 26, 2010 to September 30, 2011. In the event an initial public offering, qualified financing, or merger or asset sale closes on or prior to September 30, 2011, the beneficial conversion feature will be recalculated using the adjusted conversion ratio applied against the original commitment-date estimated fair value of the underlying common stock. If the amortized amount of the beneficial conversion feature resulting from the initial measurement of the intrinsic value before the event exceeds the re-measured intrinsic value, the excess amortization charge will not be reversed and any unamortized discount will be reversed. In the calculation of net loss per share, the net loss available to common stockholders is the net loss shown on the statement of operations adjusted by the amount of the beneficial conversion feature that has been amortized during the period to retained earnings and additional paid-in-capital.

Upon the closing of this offering, the Series D-1 preferred stock will convert to common stock. The ratio of the conversion of Series D-1 preferred stock to common stock will be determined by the final offering price.

RESULTS OF OPERATIONS

The following table sets forth our consolidated results of operations for the periods shown:

Consolidated statements of operations data:	Year ended December 31, 2007	2008	2009	Three months ended March 31, 2009	2010
Revenue	$ 275,000	$ 208,000	$ 660,000	$ 158,000	$ 330,000
Operating expenses:					
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(1,820,000)	(4,668,000)
General and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(1,567,000)	(2,642,000)
Lease termination costs	(894,000)	—	—	—	—
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(22,000)	—	—
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(3,387,000)	(7,310,000)
Loss from operations	(7,162,000)	(13,311,000)	(18,569,000)	(3,229,000)	(6,980,000)
Other (expense) income:					
Interest expense	(140,000)	(1,385,000)	(1,103,000)	(250,000)	(308,000)
Interest and other income	76,000	154,000	277,000	17,000	19,000
Loss from change in fair value of warrant liabilities	—	—	(490,000)	(455,000)	(590,000)
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(688,000)	(879,000)
Net loss	(7,226,000)	(14,542,000)	(19,885,000)	(3,917,000)	(7,859,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(21,000)
Net loss attributable to Gevo, Inc. common stockholders	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (3,917,000)	$ (7,880,000)

Comparison of three months ended March 31, 2009 and 2010

The following table shows the amounts of the listed items from our consolidated statements of operations for the periods presented, showing period-over-period changes:

	Three months ended March 31, 2009	Three months ended March 31, 2010	$ Increase (decrease)	% Change
Revenue	$ 158,000	$ 330,000	$ 172,000	109%
Operating expenses:				
Research and development	(1,820,000)	(4,668,000)	2,848,000	156%
General and administrative	(1,567,000)	(2,642,000)	1,075,000	69%
Total operating expenses	(3,387,000)	(7,310,000)	3,923,000	116%
Loss from operations	(3,229,000)	(6,980,000)	3,751,000	116%
Other (expense) income:				
Interest expense	(250,000)	(308,000)	58,000	23%
Interest and other income	17,000	19,000	2,000	12%
Loss from change in fair value of warrant liabilities	(455,000)	(590,000)	135,000	30%
Other expense—net	(688,000)	(879,000)	191,000	28%
Net loss	(3,917,000)	(7,859,000)	3,942,000	101%
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	(21,000)	21,000	N/A
Net loss attributable to Gevo, Inc. common stockholders	$(3,917,000)	$(7,880,000)	$3,963,000	101%

Revenues: The increase in revenue of $172,000, or 109%, primarily relates to additional awards from the US Department of Agriculture and the Army Research Laboratory that commenced in the fourth quarter of 2009.

Research and Development: The increase in research and development expense of $2,848,000, or 156%, was primarily driven by achievement of a research milestone under our licensing agreement with Cargill for which we recorded $1,578,000 in expense during the three months ended March 31, 2010, an increase in depreciation expense including depreciation of equipment at our demonstration facility of $553,000 and an increase of $418,000 relating to our use of consultants and for contracted research, including work under our development agreements with VIB and Cargill. Research and development expense includes stock-based compensation expense of $29,000 and $47,000 in the three months ended March 31, 2009 and 2010, respectively.

General and Administrative: The increase in general and administrative expense of $1,075,000, or 69%, was primarily driven by costs incurred by Gevo Development, our majority-owned subsidiary formed in September 2009, the incurrence of payroll and related expenses, including relocation and travel related to hiring senior managers, and use of consultants. General and administrative expense included stock-based compensation expense of $38,000 and $137,000 in the three months ended March 31, 2009 and 2010, respectively.

Interest Expense: Interest expense increased by $58,000, or 23%, which related to a higher debt balance under our secured long-term debt facility.

Interest and other income: Interest and other income comprised interest earned from invested funds.

Loss from change in fair value of warrant liabilities: The increase in loss from change in fair value of warrant liabilities of $135,000, or 30%, relates to the change in the fair value of our preferred stock warrants, which are recorded as derivatives and recognized in our consolidated balance sheet as a liability.

Comparison of years ended December 31, 2008 and 2009

	Year ended December 31, 2008	Year ended December 31, 2009	$ increase (decrease)	% Change
Revenue	$ 208,000	$ 660,000	$ 452,000	217%
Operating expenses:				
Research and development	(7,376,000)	(10,508,000)	3,132,000	42%
General and administrative	(6,065,000)	(8,699,000)	2,634,000	43%
Loss on abandonment or disposal of assets	(78,000)	(22,000)	(56,000)	-72%
Total operating expenses	(13,519,000)	(19,229,000)	5,710,000	42%
Loss from operations	(13,311,000)	(18,569,000)	5,258,000	40%
Other (expense) income:				
Interest expense	(1,385,000)	(1,103,000)	(282,000)	-20%
Interest and other income	154,000	277,000	123,000	80%
Loss from change in fair value of warrant liabilities	0	(490,000)	490,000	N/A
Other expense—net	(1,231,000)	(1,316,000)	85,000	7%
Net loss attributable to Gevo, Inc. common stockholders	$(14,542,000)	$(19,885,000)	$5,343,000	37%

Revenues: The increase in revenue of $452,000, or 217%, is primarily related to increased activity under our ongoing awards and an additional grant from the EPA.

Research and Development: The increase in research and development expense of $3,132,000, or 42%, was primarily due to additional resources deployed for development of our first-generation and second-generation biocatalysts and the operation of our demonstration facility in St. Joseph, Missouri. The increase included $824,000 for sponsored research under our agreements with The Regents and VIB; upfront and milestone amounts totaling $875,000 under our Cargill license agreement, and $771,000 and $529,000 of operating expenses and depreciation expense, respectively, relating to our demonstration facility in St. Joseph, Missouri. Research and development expenses included stock-based compensation expense of $106,000 and $274,000 in 2008 and 2009, respectively.

General and Administrative: The increase in general and administrative expense of $2,634,000, or 43%, reflected hiring of additional personnel to support the growth in our business and related expenses, legal expenses to support our intellectual property positions and establishment of our activities through Gevo Development. Our personnel costs, including costs for initial hiring of executives with specialized knowledge of our industry, and expenses for stock-based compensation increased approximately $1,808,000. General and administrative expense included stock-based compensation expense of $101,000 and $671,000 in 2008 and 2009, respectively. We increased our spending on legal expenses by $145,000 as we developed our intellectual property portfolio. Gevo Development, which was established during September 2009, incurred expenses of $731,000, including initial costs related to start up activities, in 2009. Partially offsetting these increases in general and administrative expense in 2009 were costs incurred for relocation of our primary business offices and operations from Pasadena, California to Englewood, Colorado of $706,000 that we recorded in general and administrative expense in 2008.

Loss on Abandonment or Disposal of Assets: Loss on abandonment or disposal of assets in 2008 primarily represents abandoned assets as a result of the relocation of our primary business offices from Pasadena, California to Englewood, Colorado. Loss on abandonment or disposal of assets in 2009 represents disposal of obsolete equipment.

Interest Expense: The net decrease in interest expense of $282,000, or 20%, is primarily due to debt discounts recorded on our convertible promissory notes that were fully amortized to interest expense in 2008, partially offset by increases in interest expense relating to our secured debt facility. Interest expense related to our Lighthouse facility was $332,000 and $1,103,000 in 2008 and 2009, respectively. The increase in interest expense related to our Lighthouse debt facility reflected a higher debt balance outstanding throughout 2009 and issuance of warrants in 2009 related to a modification of our terms with Lighthouse in July 2009. During January 2008, we issued $3,000,000 of convertible promissory notes with warrants to existing investors. Debt discounts recorded against these convertible promissory notes of approximately $1,010,000 for the fair value assigned to the warrants and a beneficial conversion feature associated with the conversion feature of the notes were fully amortized to interest expense upon the conversion of the notes to Series C preferred stock in March 2008.

Interest and other income: Interest and other income increased by $123,000, or 80%, primarily due to $144,000 received in 2009 under a Colorado state incentive program related to local jobs creation.

Loss from change in fair value of warrant liabilities: The increase in loss from change in fair value of warrant liabilities of $490,000 relates to our preferred stock warrants, which effective January 1, 2009, were reclassified from equity to derivative liabilities and recognized in our consolidated balance sheet as a liability.

Comparison of years ended December 31, 2007 and 2008

	Year ended December 31, 2007	Year ended December 31, 2008	$ increase (decrease)	% Change
Revenue	$ 275,000	$ 208,000	$ (67,000)	-24%
Operating expenses:				
Research and development	(3,699,000)	(7,376,000)	3,677,000	99%
General and administrative	(2,601,000)	(6,065,000)	3,464,000	133%
Lease termination costs	(894,000)	—	894,000	-100%
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(165,000)	-68%
Total operating expenses	(7,437,000)	(13,519,000)	6,082,000	82%
Loss from operations	(7,162,000)	(13,311,000)	6,149,000	86%
Other (expense) income:				
Interest expense	(140,000)	(1,385,000)	1,245,000	889%
Interest and other income	76,000	154,000	78,000	103%
Other expense—net	(64,000)	(1,231,000)	1,167,000	1,823%
Net loss attributable to Gevo, Inc. common stockholders	$ (7,226,000)	$(14,542,000)	$7,316,000	101%

Revenues: The decrease in revenue of $67,000, or 24%, primarily reflects completion of research services on a project funded by the US Army under which we were a sub-awardee of Caltech in 2007.

Research and Development: The increase in research and development expense of $3,677,000, or 99%, was primarily related to $1,894,000 of increases in personnel costs, including costs for hiring additional research and development staff, and expenses for stock-based compensation. Research and development expense included stock-based compensation expenses of $36,000 and $106,000 during 2007 and 2008, respectively. Our overall research and development expense increases reflected increased levels of activity including increased spending on research-related consultants of $395,000 and laboratory supplies and services of $312,000 in 2008. Depreciation expense on equipment used in research and development activities, including initial depreciation on our pilot plant which was commissioned in 2008, also increased by approximately $403,000.

General and Administrative: The increase in general and administrative expense of $3,464,000, or 133%, primarily related to $1,761,000 of increases in personnel costs, including costs for initial hiring of executives with specialized knowledge of our industry and administrative staff to support growth, and expenses for stock-based compensation. General and administrative expense included stock-based compensation expenses of $19,000 and $101,000 during 2007 and 2008, respectively. In addition, during 2008 we relocated our primary business offices and operations from Pasadena, California to Englewood, Colorado and incurred $706,000 in moving and relocation costs. We also increased our spending on rent expense and travel-related expenses by approximately $337,000 and $172,000, respectively, as we expanded our operations and business.

Lease Termination Costs: In December 2007 we terminated a facility lease in connection with the relocation of our offices from California to Colorado in exchange for specific termination payments and recorded a lease termination cost of $894,000.

Loss on Abandonment or Disposal of Assets: Loss on abandonment or disposal of assets in 2007 and 2008 primarily represented abandoned assets as a result of the relocation of our offices in California to Englewood, Colorado.

Interest Expense: The increase in interest expense of $1,245,000, or 889%, primarily relates to $1,010,000 of debt discounts on our convertible promissory notes that were amortized to interest expense upon conversion to Series C preferred stock in March 2008, and $192,000 increase in interest expense relating to our secured debt facility.

Interest and Other Income: Interest and other income comprised interest earned from invested funds.

LIQUIDITY AND CAPITAL RESOURCES

From inception through March 31, 2010, we have funded our operations primarily through an aggregate of $73,654,000 from the sale of equity securities, $9,078,000 in borrowings under our secured debt financing arrangement and $1,573,000 from government research grants and cooperative agreements. To date, we have not generated any revenues from the sale of isobutanol.

As of March 31, 2010, our cash and cash equivalents totaled $32,428,000, including proceeds from the issuance of 943,344 shares of Series D-1 preferred stock at $17.12 per share for gross proceeds of $16,150,000. During April and May 2010, we issued an additional 900,331 shares of Series D-1 preferred stock at $17.12 per share for gross cash proceeds of approximately $15,414,000, and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of future services to be provided by ICM. These amounts were offset by offering costs of $72,000. In addition, we have $159,000 of restricted cash in certificates of deposit.

Based on our current level of operations and anticipated growth, we believe that our existing cash and cash equivalents will provide adequate funds for ongoing operations, planned capital expenditures and working capital requirements for at least the next 12 months. Possible future acquisitions of or joint ventures involving ethanol plant assets for retrofit to isobutanol production will be subject to our raising additional capital through this offering or future equity or debt issuances. Successful completion of our research and development program, and ultimately, the attainment of profitable operations are dependent upon future events, including completion of our development activities resulting in commercial products and/or technology, obtaining adequate financing to complete our development activities, obtaining adequate financing to acquire access to and complete the retrofit of ethanol plants to isobutanol production, market acceptance and demand for our products and services and attracting and retaining qualified personnel.

The following table sets forth the major sources and uses of cash for each of the periods set forth below:

	Year ended December 31, 2007	Year ended December 31, 2008	Year ended December 31, 2009	Three months ended March 31, 2010
Net cash used in operating activities	(5,869,000)	(11,741,000)	(16,099,000)	(4,709,000)
Net cash used in investing activities	(1,559,000)	(2,315,000)	(2,942,000)	(141,000)
Net cash provided by financing activities	6,486,000	23,628,000	30,646,000	16,038,000

Operating activities

Our primary uses for cash from operating activities are personnel-related expenses and research and development-related expenses including costs incurred under development agreements, for licensing of technology and for the operation of our pilot and demonstration production facilities.

Cash used in operating activities of $4,709,000 during the three months ended March 31, 2010 reflected our net loss of $7,859,000 offset by non-cash charges totaling $1,652,000 and changes in operating assets and liabilities of $1,498,000. Non-cash charges included depreciation and amortization of $809,000, stock-based compensation of $184,000, loss from change in fair value of warrant liabilities of $590,000 and non-cash interest expense and amortization of debt discounts of $69,000. The net source of cash from our operating assets and liabilities of $1,498,000 primarily reflected accrued milestone payments under our Cargill license agreement that are payable in 2011 and 2012.

Cash used in operating activities of $16,099,000 in 2009 reflected our net loss of $19,885,000 offset by non-cash charges totaling $3,203,000 and changes in operating assets and liabilities of $583,000. Non-cash charges included depreciation and amortization of $1,511,000, stock-based compensation of $945,000, loss from change in fair value of warrant liabilities of $490,000 and non-cash interest expense and amortization of debt discounts of $235,000. The net source of cash from our operating assets and liabilities of $583,000 primarily reflected accrued milestone payments under our Cargill license that were payable in 2010.

Cash used in operating activities of $11,741,000 in 2008 reflected our net loss of $14,542,000 offset by non-cash charges totaling $2,065,000 and changes in operating assets and liabilities of $736,000. Non-cash charges included depreciation of $678,000, stock-based compensation of $207,000, non-cash interest expense and amortization of debt discounts of $1,102,000 and loss on abandonment or disposal of fixed assets of $78,000. The net source of cash from our operating assets and liabilities of $736,000 primarily reflected elimination of prepaid rent and recovery of deposits related to our former California offices following the relocation of our principal offices to Colorado and other changes in the ordinary course of our business.

Cash used in operating activities of $5,869,000 in 2007 reflected our net loss of $7,226,000 offset by non-cash charges totaling $602,000 and changes in our operating assets and liabilities of $755,000. Non-cash charges included depreciation of $240,000, stock-based compensation of $55,000, loss on abandonment or disposal of fixed assets of $243,000 and non-cash interest expense and amortization of debt discounts of $54,000. The net source of cash from our operating assets and liabilities primarily reflected accrual of costs related to the relocation of our principal offices from California to Colorado.

Investing activities

Our investing activities consist primarily of capital expenditures.

During the three months ended March 31, 2010, cash used in investing activities was $141,000 for capital expenditures.

In 2009, cash used in investing activities was primarily related to $2,982,000 of capital expenditures, including $2,586,000 for construction of our demonstration facility in St. Joseph, Missouri.

In 2008, cash used in investing activities was primarily related to $2,360,000 of capital expenditures, including costs to build out our facility in Englewood, Colorado, including $710,000 for construction of our pilot plant, and $1,154,000 for laboratory related equipment used in our development programs.

In 2007, cash used in investing activities was primarily related to $1,341,000 of capital expenditures, including $837,000 for laboratory related equipment used in our development programs.

Financing activities

During the three months ended March 31, 2010, cash provided by financing activities was $16,038,000, primarily due to the net proceeds of $16,069,000 from our initial sale of our Series D-1 preferred stock. During April and May 2010, we issued an additional 900,331 shares of Series D-1 preferred stock at $17.12 per share for gross cash proceeds of approximately $15,414,000, and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of future services to be provided by ICM. In aggregate, we issued a total of 1,902,087 shares of Series D-1 preferred stock at $17.12 per share for $32,564,000.

In 2009, cash provided by financing activities was $30,646,000, primarily due to net proceeds of $31,154,000 from our sale of Series D preferred stock. In addition, we repaid a net amount of $508,000 under our secured long-term debt arrangement.

In 2008, cash provided by financing activities was $23,628,000, primarily due to net proceeds of $13,747,000 from our sale of Series C preferred stock. Additionally, during 2008 we raised $3,000,000 from the sale of convertible promissory notes and warrants and borrowed a net amount of $6,875,000 under our long-term debt arrangement.

In 2007, cash provided by financing activities was $6,486,000, primarily due to net proceeds of $4,918,000 from our sales of Series A-4 preferred stock and Series B preferred stock. During 2007, we also borrowed $1,568,000 under our long-term debt arrangement.

Agri-Energy Acquisition

In August 2010, we entered into an acquisition agreement with Agri-Energy. Upon and subject to the consummation of the transactions contemplated by the acquisition agreement, we will acquire a 22 MGPY ethanol production facility in Luverne, Minnesota that we intend to retrofit to produce isobutanol. We have agreed to pay a purchase price of approximately $20.7 million. In addition, we are acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. We expect to pay the aggregate purchase price with available cash reserves and by borrowing $12.5 million under our loan and security agreement with TriplePoint (as described in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Secured long-term debt"). Although there can be no assurance of the consummation of these transactions, we currently expect the transactions to close in September 2010. We anticipate beginning our retrofit of the Luverne facility in the fourth quarter of 2010. Based on ICM's initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce isobutanol. We expect to incur additional costs of approximately $5 million related to the retrofit that are unique to the Luverne facility, including the costs associated with construction of a seed train and equipment and storage tanks that are designed to allow switching between isobutanol and ethanol production, bringing the total projected cost to approximately $22 million. While we believe we will have the ability to reverse the retrofit and switch between ethanol and isobutanol production, there is no guarantee that this will be the case and it is not our intent to do so.

We will also require additional funding to achieve our goal of producing and selling over 500 MGPY of isobutanol in 2014.

Gevo Development, LLC and CDP Gevo, LLC

In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which the company agreed to purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the completion by Gevo, Inc. of an initial public offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc.

In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1.143 million, (i) $500,000 of which is payable on the later of the consummation of the Agri-Energy transactions and September 22, 2010, (ii) $274,000 of which is payable on the later of the consummation of the Agri-Energy transactions or December 30, 2010, and (iii) the remainder of which is payable in five equal quarterly installments beginning in January 2011, subject to the terms and conditions set forth in the agreement. Commencing September 22, 2010, each of the owners of CDP will be employed by Gevo, Inc. as a co-managing director of Gevo Development.

Secured long-term debt

On December 18, 2006, we entered into a loan and security agreement with Lighthouse. Through June 30, 2009, we had borrowed $9,078,000 and repaid principal of $1,143,000, resulting in an outstanding principal balance of $7,935,000. In August 2009, we amended the Lighthouse agreement to aggregate all outstanding loan advances totaling $7,935,000 into one promissory note that bears an interest rate of 12% per annum, requires interest only payments for the period from July 2009 through December 2010, principal plus interest repayments of equal amounts over the 18 months commencing January 1, 2011, and a final payment of $454,000 due on July 1, 2012. Under the terms of the amendment, we are prohibited from granting a security interest in our intellectual property assets to any other entity until Lighthouse is paid in full, and Lighthouse was entitled to maintain a blanket security interest in all of our assets, other than our intellectual property, until such time as we paid $5,000,000 in principal payments against the note. On August 6, 2010, we repaid $5,000,000 in outstanding principal under the note, using amounts borrowed pursuant to a loan and security agreement with TriplePoint. As a result of such payment, Lighthouse has released its blanket security interest, and retains only our negative pledge on our intellectual property and a security interest in the assets, including equipment and fixtures, financed by the proceeds of each original loan advance made under the loan agreement until such time as the loan is paid in full. The Lighthouse agreement does not contain financial ratio covenants, but does impose certain affirmative and negative covenants, which include prohibiting us from paying any dividends or distributions or creating any liens against the collateral as defined in the agreement, as amended. We cannot borrow any further amounts under our agreement with Lighthouse and are in compliance with all debt covenants.

In August 2010, concurrently with the execution of the acquisition agreement with Agri-Energy, Gevo, Inc. entered into a loan and security agreement with TriplePoint, pursuant to which it borrowed $5,000,000. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default. The aggregate amount outstanding under the loan and security agreement bears interest at a rate equal to 13%, is subject to an end-of-term payment equal to 8% of the amount borrowed and is secured by substantially all of the assets of Gevo, Inc., other than its intellectual property. Additionally, under the terms of each of (i) the loan and security agreement and (ii) Gevo, Inc.'s guarantee of Gevo Development's obligations under the loan and security agreement described below, Gevo, Inc. is prohibited from granting a security interest in its intellectual property assets to any other entity until both TriplePoint loans are paid in full. The loan matures in four years, and provides for interest only payments during the first 24 months. Gevo, Inc. used the funds from this loan to repay a portion of its existing indebtedness with Lighthouse. In August 2010, Gevo Development also entered into a loan and security agreement with TriplePoint under which, upon the satisfaction of certain conditions, Gevo Development may borrow up to $12.5 million to finance the transactions contemplated by the acquisition agreement with Agri-Energy. If Gevo Development uses alternative financing to consummate the transactions with Agri-Energy prior to October 31, 2010, then Gevo Development will be obligated to pay a break-up fee of approximately $2.8 million to TriplePoint.

CONTRACTUAL OBLIGATIONS AND COMMITMENTS

The following summarizes the future commitments arising from our contractual obligations at December 31, 2009:

	Total	2010	2011	2012	2013	2014 and Thereafter
Secured long-term debt, including current portion (before debt discounts)(1)	$ 8,389,000	$ —	$ 5,131,000	$ 3,258,000	$ —	$ —
Operating leases(2)	1,770,000	490,000	491,000	497,000	292,000	—
Management fees to CDP(3)	1,910,000	955,000	955,000	—	—	—
Total	$ 12,069,000	$ 1,445,000	$ 6,577,000	$ 3,755,000	$ 292,000	$ —

(1) Includes principal and final payments on our long-term debt.
(2) Our commitments for operating leases primarily relate to our leased facility in Englewood, Colorado.
(3) Includes management fees payable to CDP under the commercialization agreement through December 31, 2011. After such date, the commercialization agreement may be terminated if certain milestones have not been met and therefore no potential contractual commitments for 2012 or thereafter are presented above. Future potential bonus payments are excluded as the related milestones have not been met as of the date set forth above. In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the commercialization agreement will terminate and be of no further force or effect as of the closing date for the purchase of the class B interests.

The table above reflects only payment obligations that are fixed and determinable. The above amounts exclude potential payments to be made under our license and other agreements that are based on the achievement of future milestones or royalties on product sales.

Cargill, Incorporated

During February 2009, we entered into a license agreement with Cargill to obtain certain biological materials and license patent rights to use a yeast biocatalyst owned by Cargill. Under the agreement, Cargill has granted us an exclusive, royalty-bearing license, with limited rights to sublicense, to use the patent rights in a certain field, as defined in the agreement. The agreement contains five future milestone payments totaling approximately $4,300,000 that are payable after each milestone is completed.

During 2009, two milestones were completed and we recorded the related milestone amounts, along with an up-front signing fee, totaling $875,000 to research and development expense. During the three months ended March 31, 2010, we completed milestone number three and recorded the related milestone amount of $2,000,000 to research and development expense. The milestone payment of $2,000,000 was recorded as a total liability of $1,578,000, net of a discount of $422,000, at March 31, 2010, of which $220,000 was in accounts payable and accrued expenses, and $1,358,000 was recorded in other liabilities on our balance sheet and will be paid during the years ended December 31, 2011 and 2012. Upon commercialization of a product which uses the Cargill biological material or is otherwise covered by the patent rights under this agreement, a royalty based on net sales is payable by us, subject to a minimum royalty amount per year, as defined in the agreement, and up to a maximum amount per year. We may terminate this agreement at any time upon 90 days' written notice. Unless terminated earlier, the agreement remains in effect until no licensed patent rights remain, but in no case before December 31, 2025.

During January 2010, we entered into a subcontractor agreement with Cargill to engage Cargill to provide research and development services to develop biological material that has been licensed by the company. The agreement may require payment of up to $1,500,000 through the term of the agreement which ends August 31, 2011. The agreement can be canceled thereafter by either party upon 30 days' written notice.

VIB

In May 2009, we entered into a research agreement with VIB to engage in research to modify yeast to improve the production of isobutanol. The term of the agreement, as modified, is for two years during which we must pay VIB the sum of €300,000 per year, plus travel expenses, and up to an additional €210,000 depending on the completion of four defined contract milestones. The agreement may be terminated by us with six months advance written notice. No milestones have been met or paid under this agreement as of March 31, 2010.

California Institute of Technology (Caltech)

In 2005 we entered into a fully paid up license agreement with Caltech to obtain certain patent rights and improvement rights in exchange for the issuance of 200,000 shares of our common stock valued at a de minimis amount. The term of the agreement, as amended, shall continue until the expiration, revocation, invalidation, or unenforceability of the licensed patent rights and improvements licensed to us. Improvements conceived and reduced to practice in the applicable laboratory at Caltech prior to July 12, 2011 are included in the improvement rights.

During 2009 we entered into a contractor agreement with Caltech under which Caltech will provide us research and development services. The agreement is effective from October 1, 2009 through September 30, 2011 and may require future payments of up to $450,000. Either party may terminate the agreement upon 15 days' written notice.

OFF-BALANCE SHEET ARRANGEMENTS

We do not currently have, nor have we ever had, any relationships with unconsolidated entities, such as entities often referred to as structured finance or special purpose entities, established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. Gevo, Inc. formed Gevo Development, a majority-owned subsidiary, in September 2009 to develop isobutanol production assets using our integrated fermentation technology. Gevo Development has two classes of membership interests outstanding. Gevo, Inc. is currently the sole owner of the class A interests, which comprise 90% of the outstanding equity interests of Gevo Development. CDP, which is indirectly owned by the two co-managing directors of Gevo Development, is the sole owner of the class B interests, which comprise the remaining 10% of the outstanding equity interests of Gevo Development. At the time of forming Gevo Development, Gevo, Inc. entered into a guaranty agreement which requires it, as guarantor and 90% owner of Gevo Development as of March 31, 2010, to guarantee the financial obligations of Gevo Development to CDP through December 31, 2011. Gevo, Inc. entered into the guaranty agreement to induce CDP to enter into a commercialization agreement. Gevo, Inc.'s liability under this agreement is limited to Gevo Development's payment obligations arising under the commercialization agreement during the term of the guaranty agreement only. The maximum potential amount of future payments that Gevo, Inc. could be required to make as of March 31, 2010 is $3,200,000 for management fee payments and bonus payments upon achievement of specific milestones, along with reimbursement of expenses incurred. In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the completion by Gevo, Inc., of an initial public offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1.143 million, (i) $500,000 of which is payable on the later of the consummation of the Agri-Energy transactions and September 22, 2010, (ii) $274,000 of which is payable on the later of the consummation of the Agri-Energy transactions or December 30, 2010, and (iii) the remainder of which is payable in five equal quarterly installments beginning in January 2011, subject to the terms and conditions set forth in the agreement. Commencing September 22, 2010, each of the owners of CDP will be employed by Gevo, Inc. as a co-managing director of Gevo Development. The equity purchase agreement also provides that the guaranty agreement will terminate and be of no further force or effect as of the closing date for the purchase of the class B interests. Gevo, Inc. has not incurred any obligations under this guaranty agreement as of March 31, 2010.

Gevo Development is considered to be a variable interest entity. Gevo, Inc. is considered to be the primary beneficiary, and as such, Gevo, Inc. consolidated Gevo Development. The net assets of Gevo Development are $119,000 as of March 31, 2010, which consists of $230,000 of cash and $111,000 of current liabilities. The total assets of Gevo Development represent less than 1% of our total consolidated assets at March 31, 2010. As of March 31, 2010, none of our consolidated assets are collateral for the obligations of Gevo Development, other than might be required under the guaranty agreement noted above. No gain or loss was recognized by us upon the initial consolidation of Gevo Development. Upon the closing of this offering, or September 22, 2010, whichever is earlier, Gevo, Inc. will own 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk

We had unrestricted cash and cash equivalents totaling $9,635,000, $21,240,000 and $32,428,000 at December 31, 2008 and 2009 and March 31, 2010, respectively. These amounts were invested primarily in demand deposit savings accounts and are held for working capital purposes. The primary objective of our investment activities is to preserve our capital for the purpose of funding our operations. We do not enter into investments for trading or speculative purposes. We believe we do not have material exposure to changes in fair value as a result of changes in interest rates. Declines in interest rates, however, will reduce future investment income. If overall interest rates fell by 10% in 2009, and the three months ended March 31, 2010, our interest income would have declined by approximately $13,000 and $2,000, respectively, assuming consistent investment levels.

The terms of our Lighthouse and TriplePoint long-term debt facilities provide for a fixed rate of interest, and therefore are not subject to fluctuations in market interest rates.

Foreign currency risk

All of our employees are located, and all of our major operations are currently performed, in the US. We occasionally pay for contractor or research services in a currency other than the US dollar. Today, we have minimal exposure to fluctuations in foreign currency exchange rates as the difference from the time period for any services performed which require payment in a foreign currency and the date of payment is short.

RECENT ACCOUNTING PRONOUNCEMENTS

In June 2009, the FASB amended its guidance to FASB ASC 810, Consolidation, (previously FASB Statement No. 167, Amendments to FASB Interpretation No. 46(R)) surrounding a company's analysis to determine whether any of its variable interest entities constitute controlling financial interests in a variable interest entity. This analysis identifies the primary beneficiary of a variable interest entity as an enterprise that has both of the following characteristics: (a) the power to direct the activities of a variable interest entity that most significantly impact the entity's economic performance and (b) the obligation to absorb losses of the entity that could potentially be significant to the variable interest entity. Additionally, an enterprise is required to assess whether it has an implicit financial responsibility to ensure that a variable interest entity operates as designed when determining whether it has the power to direct the activities of the variable interest entity that most significantly impact the entity's economic performance. The new guidance also requires ongoing reassessments of whether an enterprise is the primary beneficiary of a variable interest entity. The guidance is effective for the first annual reporting period that begins after November 15, 2009. The adoption did not have a material impact on our consolidated financial statements.

In January 2010, the FASB issued Accounting Standards Update (ASU) No. 2010-06, "Fair Value Measurements and Disclosures—Improving Disclosures above Fair Value Measurements," that requires entities to make new disclosures about recurring or nonrecurring fair-value measurements and provides clarification of existing disclosure requirements. This amendment requires disclosures about transfers into and out of Levels 1 and 2 and separate disclosures about purchases, sales, issuances and settlements relating to Level 3 measurements. It also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. This amendment is effective for periods beginning after December 15, 2009, except for the requirement to provide the Level 3 activity of purchases, sales, issuances and settlements, which will be effective for fiscal years beginning after December 15, 2010. The adoption did not have a material impact on our consolidated financial statements.

In February 2010, the FASB issued ASU No. 2010-09, "Subsequent Events—Amendments to Certain Recognition and Disclosure Requirements," that amends guidance on subsequent events. This amendment removes the requirement for SEC filers to disclose the date through which an entity has evaluated subsequent events. However, the date-disclosure exemption does not relieve management of an SEC filer from its responsibility to evaluate subsequent events through the date on which financial statements are issued. All of the amendments in this ASU are effective upon issuance of the final ASU, except for the use of the issued date for conduit debt obligors. That amendment is effective for interim or annual periods ending after June 15, 2010. The adoption of this standard did not have a material impact on our consolidated financial statements.

Background and perspective

Historically, our management team has had a goal to develop a technology for the production of a building block for biobased fuels and chemicals with the following characteristics:

- the process would have very high conversion yields so as to maximize carbon capture from fermentation plants while minimizing costs;
- the product would be produced in existing fermentation plants to minimize capital costs while utilizing well-known, low-risk production processes;
- the process would utilize a wide variety of economical and sustainable feedstocks; and
- the process would produce at least one platform product that could be sold directly into existing petrochemical value chains for both fuels and chemicals, diversifying market risk and minimizing required change in existing business systems.

We envisioned a technology that could connect the ethanol industry's highly developed infrastructure for the production of fermentation products using renewable feedstocks and the petrochemical industry's well-developed infrastructure of existing refineries and pipelines in order to deliver products that have significant value, yet are economical enough to replace their petrochemical equivalents. The optimal platform product would be produced via fermentation and then converted into hydrocarbons utilizing well-known, widely utilized technologies. Taking these considerations into account, we determined that isobutanol would be the optimal platform product if we had the technology to produce it.

Isobutanol is an attractive product because it can be converted into plastics, fibers, rubber, other polymers and hydrocarbon fuels using well-known processing techniques, many of which are commonly used in the petrochemical and refining industries today. Isobutanol, when produced from renewable sources, enables the production of a series of basic petrochemical products which are chemically identical to the petroleum-based products currently used by petrochemical companies and refineries, except that they contain carbon derived from renewable sources. We developed GIFT™ in order to economically produce isobutanol. We believe that our technology, and the renewable isobutanol that can be produced from it, approach the goal envisioned by our management team.

Our technology platform is high yielding, approaching 94% of the theoretically possible conversion of plant sugars to isobutanol. Carbon dioxide is the renewable carbon source, which is converted to sugars by plants, and those plant sugars can be converted to isobutanol using GIFT™. Our biocatalysts were designed to operate in existing ethanol plants, yet produce isobutanol. Our low cost GIFT™ retrofit package uses well-known processing equipment and is expected to cost approximately $40 million for a standard ICM-designed 100 MGPY ethanol plant. We believe our approach will be capital efficient for several reasons: (i) based on the study conducted by ICM, we expect a relatively short 14-month build-out cycle, (ii) we believe the ethanol plant undergoing retrofit can continue to produce marketable ethanol during most of the retrofit period, and (iii) we will know that the plant subject to retrofit is operational and only the retrofit will be new.

GIFT™ enables us to utilize fermentable sugars from grains, sugar cane and cellulosic biomass to produce isobutanol. We believe that the most economical approach in the near term is to use feedstocks that already have existing infrastructure, commodity markets and a strong agricultural base, like corn and sugar cane. In the US, we plan to use corn starch as the fermentation feedstock. As our biocatalysts have already been shown to be capable of utilizing sugars from cellulosic feedstocks, we expect to be in a position to utilize cellulosic feedstocks once the technology to convert such feedstocks into fermentable sugars becomes commercially available.

Background and perspective

Isobutanol, without modification, has direct applications in portions of the chemicals and fuel blendstock markets. However, its greatest value lies in the fact that it can be used as a building block to produce plastics, fibers, rubber, other polymers and hydrocarbon fuels. We believe that the hydrocarbon products that can be produced from isobutanol have potential applications in approximately 40% of the global petrochemicals market and substantially all of the global hydrocarbon fuels market.

Business

COMPANY OVERVIEW

We are a renewable chemicals and advanced biofuels company. Our strategy is to commercialize biobased alternatives to petroleum-based products using a combination of synthetic biology and chemical technology. In order to implement this strategy, we are taking a building block approach. We intend to produce and sell isobutanol, a four carbon alcohol. Isobutanol can be sold directly for use as a specialty chemical or a value-added fuel blendstock. It can also be converted into butenes using simple dehydration chemistry deployed in the refining and petrochemicals industries today. Butenes are primary hydrocarbon feedstocks that can be employed to create substitutes for the fossil fuels used in the production of plastics, fibers, rubber, other polymers and hydrocarbon fuels. Customer interest in our isobutanol is primarily driven by its potential to serve as a building block to produce alternative sources of raw materials for their products at competitive prices. We believe products made from biobased isobutanol will be subject to less cost volatility than the petroleum-derived products in use today. We believe that the products derived from isobutanol have potential applications in approximately 40% of the global petrochemicals market, representing a potential market for isobutanol of approximately 67 BGPY, based upon volume data from SRI, CMAI and Nexant, and substantially all of the global hydrocarbon fuels market, representing a potential market for isobutanol of approximately 900 BGPY, based upon volume data from IEA. When combined with a potential specialty chemical market for isobutanol of approximately 1.1 BGPY, based upon volume data from SRI, and a potential fuel blendstock market for isobutanol of approximately 40 BGPY, based upon data from IEA, the potential global market for isobutanol is approximately 1,008 BGPY.

We also believe that the raw materials produced from our isobutanol will be drop-in products, which means that customers will be able to replace petroleum-derived raw materials with isobutanol-derived raw materials without modification to their equipment or production processes. In addition, the final products produced from our isobutanol-based raw materials will be chemically identical to those produced from petroleum-based raw materials, except that they will contain carbon from renewable sources. We believe that at every step of the value chain, renewable products that are chemically identical to the incumbent petrochemical products will have lower market adoption hurdles, as the infrastructure and applications already exist.

In order to produce and sell isobutanol made from renewable sources, we have developed the Gevo Integrated Fermentation Technology™, or GIFT™, an integrated technology platform for the efficient production and separation of isobutanol. GIFT™ consists of two components, proprietary biocatalysts which convert sugars derived from multiple renewable feedstocks into isobutanol through fermentation, and a proprietary separation unit which is designed to continuously separate isobutanol from water during the fermentation process. We developed our technology platform to be compatible with the existing approximately 20 BGPY of global operating ethanol production capacity, as estimated by the RFA. GIFT™ is designed to allow relatively low capital expenditure retrofits of existing ethanol facilities, enabling a rapid and cost-efficient route to isobutanol production from the fermentation of renewable feedstocks. We believe that this cost-efficient production route will enable rapid deployment of our technology platform and allow our isobutanol and the products produced from it to be economically competitive with many of the petroleum-derived products used in the chemicals and fuels markets today.

We expect that the combination of our efficient proprietary technology, our marketing focus on providing substitutes for the raw materials of well-known and widely used products and our relatively low capital investment retrofit approach will mitigate many of the historical issues associated with the commercialization of renewable chemicals and fuels.

OUR MARKETS

Relative to petroleum-based products, we expect that chemicals and fuels made from our isobutanol will provide our potential customers with the advantages of lower cost volatility and increased supply options for their raw materials. While we intend to focus on producing and marketing isobutanol, the demand for our product is driven in large part by the fact that our isobutanol can be converted into a number of valuable hydrocarbons, providing us with multiple sources of potential demand. We anticipate that additional uses of our isobutanol will develop rapidly because the technology to convert isobutanol into hydrocarbon products is known and practiced in the chemicals industry today.

Isobutanol for direct use

- Without any modification, isobutanol has applications as a specialty chemical. Chemical-grade isobutanol can be used as a solvent and chemical intermediate. The global market for chemical-grade butanol is approximately 1.1 BGPY, based upon volume data from SRI.
- Isobutanol also has direct applications as a specialty fuel blendstock. Fuel-grade isobutanol may be used as a high energy content, low Reid Vapor Pressure, or RVP, gasoline blendstock and oxygenate, which we believe, based on its low water solubility, will be compatible with existing refinery infrastructure, allowing for blending at the refinery rather than blending at the terminal. RVP measures a fuel's volatility, and in warm weather, high RVP fuel contributes to smog formation. Additionally, fuel-grade isobutanol can be blended in conjunction with, or as a substitute for, ethanol and other widely-used fuel oxygenates. The potential global market for fuel-grade isobutanol as a fuel oxygenate is approximately 40 BGPY, based on IEA volume data.

Isobutanol for the production of plastics, fibers, rubber and other polymers

Isobutanol can be dehydrated to produce butenes which have many industrial uses in the production of plastics, fibers, rubber and other polymers. The straightforward conversion of isobutanol into butenes is a fundamentally important process that enables isobutanol to be used as a building block chemical in multiple markets.

- Isobutanol can be converted into hydrocarbons which form the basis for the production of rubber, lubricants, and additives for use predominantly in the automotive markets. Producers in these markets are looking for new sources of drop-in hydrocarbons. These products represent a potential market for isobutanol of approximately 7.6 BGPY.
- Isobutanol can also be converted into methyl methacrylate (MMA) which is used to produce plastics and industrial coatings for use in consumer electronics and automotive markets. Producers of MMA are looking for new sources of raw materials. These products represent a potential market for isobutanol of approximately 739 MGPY.
- Propylenes used in packaging, fibers, and automotive markets may also be made from isobutanol. Producers of propylenes are looking to find new sources of raw materials and biobased alternatives that will allow them to market their products as environmentally friendly. These products represent a potential market for isobutanol of approximately 31.7 BGPY.
- Isobutanol can also be used to produce para-xylene and its derivatives, including polyesters, which are used in the beverage and food packaging and fibers markets. Producers of these products are looking to find biobased alternatives that will allow them to market their products as environmentally friendly. These products represent a potential market for isobutanol of approximately 15 BGPY.
- Styrene and polystyrene can also be made from isobutanol for use in food packaging. Producers of these products are looking to find biobased alternatives that will allow them to market their products as environmentally friendly. These products represent a potential market for isobutanol of approximately 12 BGPY.

Isobutanol for the production of hydrocarbon fuels and specialty blendstocks

Beyond direct use as a fuel additive, isobutanol can be converted into many hydrocarbon fuels and specialty blendstocks, offering substantial potential for additional demand.

- Isobutanol may be converted into isooctane, which is valuable, particularly in low vapor pressure markets like California, for reducing gasoline's RVP and increasing its octane rating. Compared to alkylate, which is currently used to reduce vapor pressure, isooctane has a lower vapor pressure and higher octane rating. Renewable isooctane produced from our isobutanol would give refiners an additional option to meet their renewable volume obligations set out by the EPA in a cost effective way. Isooctane produced from biobased isobutanol may also be blended with isobutanol and low value gasoline components to create gasoline with a high percentage renewable content. This represents a potential market for isobutanol of approximately 349 BGPY.
- We have demonstrated the conversion of isobutanol into a renewable jet fuel blendstock which meets current ASTM and US military synthetic jet fuel blendstock performance and purity requirements, and we are working to obtain ASTM approval for the use of such jet fuel blendstock in commercial aviation. Commercial airlines are currently looking to form strategic alliances with biofuels companies to meet their supply demands. This represents a potential market for isobutanol of approximately 94 BGPY.
- Diesel fuel may also be produced from our isobutanol. This represents a potential market for isobutanol of approximately 484 BGPY.

OUR RETROFIT STRATEGY

We plan to commercialize our isobutanol for direct use as a solvent and gasoline blendstock and for use in the production of plastics, fibers, rubber, other polymers and hydrocarbon fuels derived from renewable feedstocks instead of petroleum. Our strategy of retrofitting existing ethanol production facilities to produce isobutanol allows us to project substantially lower capital outlays and a faster commercial deployment schedule than the construction of new plants. We developed our technology platform to be compatible with the existing approximately 20 BGPY of global operating ethanol production capacity and we believe that this retrofit approach will allow us to rapidly expand our isobutanol production capacity in response to customer demand. We believe our isobutanol not only offers a compelling value proposition to customers in the chemicals and fuels markets, but should also provide current ethanol plant owners with an opportunity to increase their operating margins through the retrofit of their existing facilities in joint venture settings. Additionally, the ability of GIFT™ to convert sugars from multiple renewable feedstocks into isobutanol will enable us to leverage the abundant domestic sources of low cost grain feedstocks (e.g., corn) currently used for ethanol production and will potentially enable the expansion of our production capacity into international markets that use sugar cane or other feedstocks that are prevalent outside of the US.

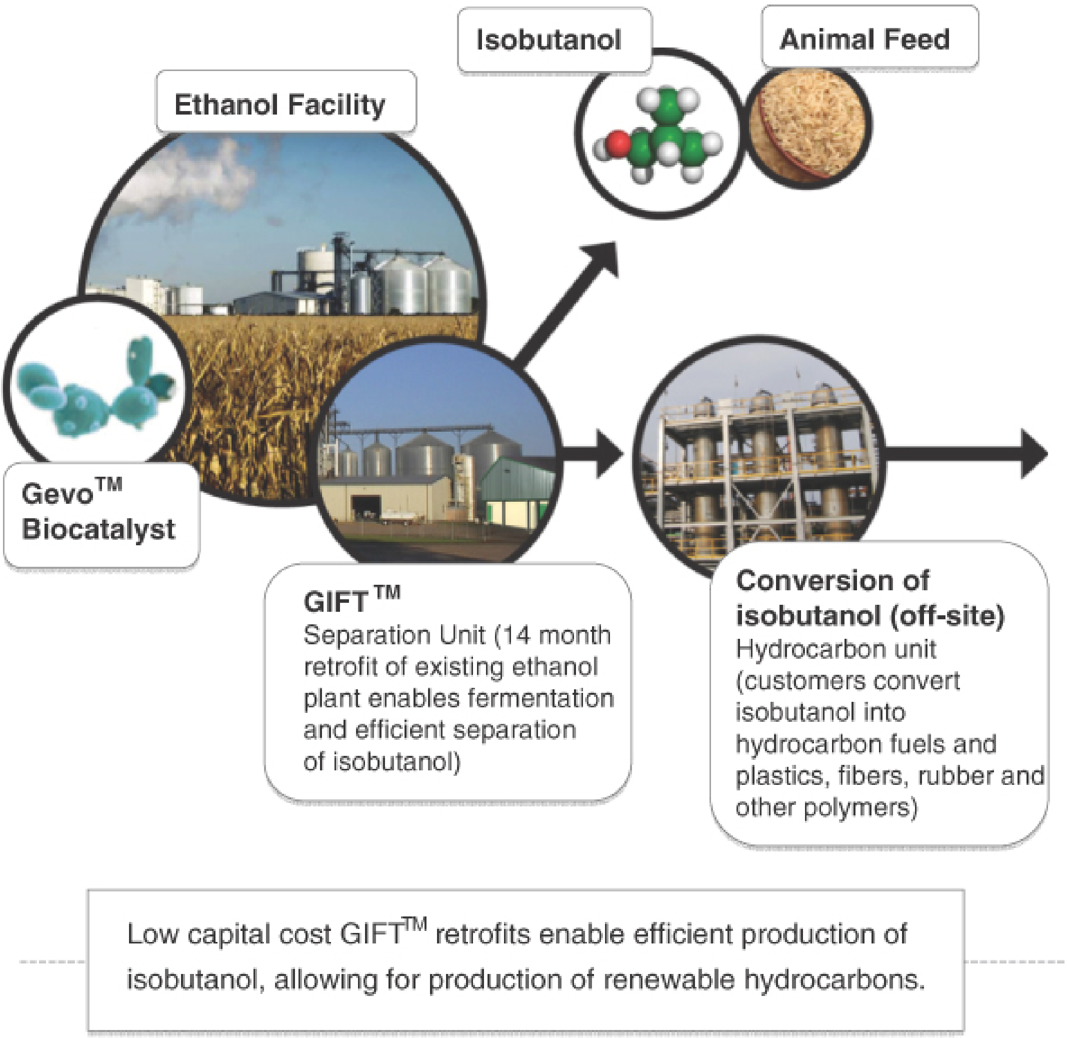
Through our exclusive alliance with ICM, a leading engineering firm that has designed approximately 60% of current US operating ethanol production capacity, which the RFA estimates to be over 12 BGPY, we are developing our retrofit equipment package and have successfully demonstrated the production of isobutanol via the retrofit of a 1 MGPY ethanol demonstration facility in St. Joseph, Missouri using our first-generation biocatalyst. We plan to secure access to existing ethanol production facilities through direct acquisitions and joint ventures. We will then work with ICM to deploy GIFT™ through retrofit of these production facilities. In partnership with ICM, we have developed retrofit equipment packages for the retrofit of standard 50 MGPY and 100 MGPY ICM-designed corn ethanol plants.

Business

In August 2010, we entered into an acquisition agreement with Agri-Energy to acquire a 22 MGPY ethanol production facility in Luverne, Minnesota that we intend to retrofit to produce isobutanol. Although there can be no assurance of the consummation of the transactions contemplated in the acquisition agreement, we currently expect the transactions to close in September 2010. We anticipate beginning our retrofit of the Luverne facility in the fourth quarter of 2010. The Luverne facility is a traditional dry-mill facility, which means that it uses dry-milled corn as a feedstock. Based on an initial evaluation of the Luverne facility by ICM, we project capital costs of approximately $17 million to retrofit this plant to produce 18 MGPY of isobutanol. We expect to incur additional costs of approximately $5 million related to the retrofit that are unique to the Luverne facility, including costs associated with the construction of a seed train and equipment and storage tanks that are designed to allow switching between isobutanol and ethanol production, bringing the total projected cost to approximately $22 million. We expect to begin commercial production of isobutanol at the Luverne facility in the first half of 2012. We then plan to expand our production capacity beyond this facility to produce and sell over 500 million gallons of isobutanol in 2014.

We are currently in discussions with several other ethanol plant owners that have expressed an interest in either selling their facilities to us or entering into joint ventures with us to retrofit their plants to produce isobutanol. Collectively, these ethanol plant owners represent over 1.8 BGPY of ethanol capacity. However, there can be no assurance that we will be able to acquire access to ethanol plants from these owners.

The following graphic illustrates our low capital cost retrofit strategy to produce isobutanol for direct use, for use in the production of plastics, materials, rubber and other polymers and for use in the production of hydrocarbon fuels:



PRODUCTION AND DISTRIBUTION

We plan to commence commercial production of isobutanol in the first half of 2012 at our acquired facility in Luverne, Minnesota. We expect our initial production to be targeted to regional fuel blendstock markets in the US that value isobutanol's low RVP and higher energy content as compared to ethanol. Certain of our initial sales are expected to be to refiner customers that will further process our isobutanol into hydrocarbon products such as isooctane and butenes. In addition, we intend to sell isobutanol to high-value specialty chemicals markets focused on solvents and chemical-grade isobutanol.

We entered into an agreement to acquire the Agri-Energy ethanol facility located in Luverne, Minnesota in August 2010. During the retrofit process to convert the Luverne, Minnesota facility to isobutanol production, we intend to continue to produce and sell ethanol and related distiller's grains. Following retrofit of the facility to isobutanol production, we intend produce and sell isobutanol to customers and to sell protein fermentation meal as animal feed for local markets in the same manner as distiller's grains are sold today.

As our customers place processing assets into service, we plan to transition to selling increased isobutanol volumes under direct customer relationships, many of which we have already established. We are developing a pipeline of future customers for our isobutanol and its derivative chemical products across multiple target chemicals and fuels markets both in the US and internationally. As of August 2010, we have entered into the following arrangements:

- **LANXESS**. In May 2010, we entered into a non-binding heads of agreement outlining the terms of a future supply agreement with LANXESS Inc., or LANXESS, an affiliate of LANXESS Corporation, an investor in our company. LANXESS is a specialty chemical company with global operations that currently produces butyl rubber from petrochemical-based isobutylene. Isobutylene is a type of butene that can be produced from isobutanol through straightforward, well-known chemical processes. Pursuant to the heads of agreement, LANXESS has proposed to purchase at least 20 million gallons of our isobutanol per year for an initial term of 10 years, with an option to extend the term for an additional five years. The pricing under our heads of agreement with LANXESS includes a mechanism that adjusts for future changes in the cost of our feedstock. This pricing mechanism is appealing to LANXESS due to the lower historical price volatility of the resulting butanol, as compared to their traditional petroleum-based feedstocks. This pricing mechanism also allows us to enter into long-term supply agreements for our isobutanol.
- **TOTAL PETROCHEMICALS**. In February 2010, we entered into a non-binding letter of intent with TOTAL PETROCHEMICALS USA, Inc., or TOTAL PETROCHEMICALS, an affiliate of TOTAL S.A., a major oil and gas integrated company and indirect investor in our company. Under the terms of the letter of intent, we have agreed to negotiate a definitive supply agreement, for a term of up to five years, for the sale of a specified amount of isobutanol to TOTAL PETROCHEMICALS for use as a second-generation biofuel. TOTAL PETROCHEMICALS anticipates that it will require a volume of isobutanol ranging from 5 to 10 million gallons during the first year of the agreement. After the first year, the parties will mutually agree upon a ramp-up schedule to increase the annual volume of isobutanol to be supplied by us over the remaining term of the agreement. TOTAL PETROCHEMICALS is affiliated with one of our investors, Total Energy Ventures International.
- **Toray Industries**. In April 2010, we received a non-binding letter of interest from Toray Industries, Inc., or Toray Industries, a leader in the development of fibers, plastics and chemicals. Under the terms of the letter of interest, the parties have agreed to negotiate a supply agreement, pursuant to which, beginning on or after 2012, Toray Industries would purchase 1,000 metric tons per year of biobased p-xylene made from our isobutanol, potentially building to 5,000 metric tons within five years. Production of 5,000 metric tons of p-xylene is expected to require approximately 2.3 million gallons of isobutanol. We believe that the p-xylene can be produced by third-party manufacturers using isobutanol. We intend to solicit commitments from these manufacturers to purchase our isobutanol in order to supply Toray Industries.
- **United Airlines**. In July 2010, we entered into a non-binding letter of intent with United Air Lines, Inc., or United Airlines, one of the largest international airlines in the world. This letter of intent sets forth the initial terms for a supply agreement for renewable jet fuel, produced from our isobutanol, to serve United Airline's major hub airport in Chicago. We anticipate that the quantity of renewable jet fuel provided to the hub airport in Chicago will initially be 10,000 barrels per day, beginning in the

fourth quarter of 2012. The production of this quantity of renewable jet fuel will require approximately 205 MGPY of isobutanol. The memorandum also contemplates a ramp-up in the supply of renewable jet fuel to 30,000 barrels per day by 2015 and 60,000 barrels per day by 2020. Importantly, the pricing of the renewable jet fuel will be indexed to the cost of corn, the feedstock that we will use to produce our isobutanol.

To further assist our entry into the jet fuels market, we are currently engaged in discussions facilitated by the Air Transport Association of America, or ATA, with several major passenger and cargo airlines in order to secure commitments from the ATA member airlines to purchase significant quantities of renewable jet fuel made from our isobutanol once the proper certifications have been obtained. To serve this market, we are also in discussions with major refiners to produce renewable jet fuel using our isobutanol at their refineries. For example, in May 2010 we received an expression of interest from a major US oil refiner and marketer that is interested in evaluating the suitability and economics of using our isobutanol to produce iso paraffinic kerosene, or IPK, a renewable jet fuel blendstock. This expression of interest, which is subject to ongoing discussions with potential airline customers, among other things, contemplates an initial term of at least five years and an initial volume of renewable jet fuel of up to 300 MGPY, up to 50% of which would be IPK produced from our isobutanol.

We have also secured a non-binding development and marketing commitment from CDTECH, a leading hydrocarbon technology provider for the petrochemical and refining industry. We believe that our relationship with CDTECH will accelerate the development of a broader market for downstream applications of our isobutanol. In addition, we are actively pursuing commercial relationships with petrochemical companies and large brand owners for the production of biobased plastics.

We anticipate that isobutanol will have a higher price than ethanol based on our review of refinery pricing models, which attribute a higher value to products with lower RVP and higher energy content in fuels markets. We have also been successful in including pricing mechanisms which are linked to the cost of feedstocks in our letters of intent. These pricing mechanisms result in lower price volatility for our customers, as compared to supply agreements for petroleum-based raw materials, and allow us to reduce the risk of entering into long-term supply agreements for our isobutanol. We believe that our ability to enter into long-term agreements for the supply of isobutanol, with customer pricing linked to the cost of feedstocks, provides us with an advantage over current ethanol marketing agreements.

Although we have agreed to preliminary terms with each of the potential customers discussed above, none of these agreements are binding and there can be no assurance that we will be able to enter into definitive supply agreements with any of these potential customers, or attract customers based on our arrangements with the petrochemical companies and large brand owners discussed above.

COMPETITIVE STRENGTHS

Our competitive strengths include:

- **Renewable platform molecule to serve multiple large drop-in markets**. We believe that the butenes produced from our isobutanol will serve as renewable alternatives for the production of plastics, fibers, rubber and other polymers which comprise approximately 40% of the global petrochemicals market, and will have potential applications in substantially all of the global hydrocarbon fuels market, enabling our customers to reduce raw material cost volatility, diversify suppliers and improve feedstock security. We believe that we will face reduced market adoption barriers because products derived from our isobutanol are chemically identical to petroleum-derived products, except that they will contain carbon from renewable sources.

- **Proprietary, low cost technology with global applications**. We believe that GIFT™ is currently the only known biological process to produce isobutanol cost-effectively from renewable carbohydrate sources, which will enable the economic production of hydrocarbon derivatives of isobutanol. Our proprietary separation unit is designed to achieve superior energy efficiency in comparison to other known separation processes for isobutanol and, as a result, reduces energy consumption costs—the second largest operating cost component of isobutanol production. Our first- and second- generation biocatalysts are able to achieve a product yield on sugar of approximately 94% and 92% of theoretical maximum by weight, respectively, which is near to, if not the maximum practical yield attainable from fermentable sugars. Collectively, we believe that these attributes, coupled with our ability to leverage the existing ethanol production infrastructure, will create a low capital cost route to isobutanol. Furthermore, we believe that our low cost production route will allow our isobutanol to be economically competitive with many of the petroleum-derived products used in the chemicals and fuels markets today. Additionally, GIFT™ is designed to enable the economic production of isobutanol and other alcohols from multiple renewable feedstocks, which will allow our technology to be deployed worldwide.
- **Capital-light commercial deployment strategy optimized for existing infrastructure**. We have designed GIFT™ to enable capital-light retrofits of existing ethanol facilities, which allows us to leverage the existing approximately 20 BGPY of global operating ethanol production capacity. Our retrofit strategy supports a rapid and low capital cost route to isobutanol production. Based on a study completed by ICM in May 2010, we expect that the retrofit of an ICM-designed corn ethanol plant can be completed in approximately 14 months at a cost of approximately $22 to 24 million for a standard 50 MGPY plant and approximately $40 to 45 million for a standard 100 MGPY plant. These projected retrofit capital expenditures are substantially less than estimates for new plant construction for the production of advanced biofuels, including cellulosic ethanol. Based on ICM's initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce 18 MGPY of isobutanol. Notably, our calculations based on expected costs of retrofit, operating costs, volume of isobutanol production and price of isobutanol suggest that GIFT™ retrofits will result in an approximate two-year payback period on the capital invested in the retrofit. We have also designed our production technology to minimize the disruption of ethanol production during the retrofit process, mitigating the costs associated with downtime as the plant is modified. Following an ICM-estimated two-week period to transition to isobutanol production, we expect the original plant to operate in essentially the same manner as it did prior to the retrofit, producing a primary product (isobutanol) and a co-product (protein fermentation meal as an animal feed). We intend to seek the necessary regulatory approvals to permit us to market our co-product as an animal feed, which will allow us to recover a significant portion of our feedstock costs. Where we retrofit wet-milled plants, we will instead extract high-value feedstock co-products such as corn gluten meal, corn oil and corn gluten animal feed before fermentation, which can likewise be marketed to defray feedstock costs.
- **GIFT™ demonstrated at commercially relevant scale**. We have completed the retrofit of a 1 MGPY ethanol facility in St. Joseph, Missouri with our proprietary engineering package designed in partnership with ICM. During September 2009, we successfully produced isobutanol at this facility using our first-generation biocatalyst, achieving our commercial targets for concentration, yield and productivity, which are consistent with the current yeast performance observed in a grain ethanol plant. These operations also demonstrated the effectiveness of our proprietary technology, confirming the fermentation performance of our biocatalyst technology and our ability to effectively separate isobutanol from water as it is produced. Also, we believe that our entry into the acquisition agreement with Agri-Energy demonstrates the readiness of our technology for commercial deployment and supports our plan to commence initial commercial-scale isobutanol production in the first half of 2012.

- **Strategic relationships with chemicals, fuels and engineering industry leaders**. We have entered into strategic relationships with global industry leaders to accelerate the execution of our commercial deployment strategy both in the US and internationally. To facilitate the adoption of our technology at existing ethanol plants, we have entered into an exclusive alliance with ICM. We expect our relationships with customers such as TOTAL PETROCHEMICALS, LANXESS, Toray Industries and United Airlines to contribute to the development of chemical and fuel market applications of our isobutanol. To enable the integration of cellulosic feedstocks into our isobutanol production process, we have obtained an exclusive license from Cargill to integrate its proprietary biocatalysts into the GIFT™ system. To accelerate the adoption of isobutanol as a platform molecule, we have secured a non-binding development and marketing commitment from CDTECH. A number of our strategic partners are also direct or indirect investors in our company.
- **Experienced team with a proven track record**. Our management team offers an exceptional combination of scientific, operational and managerial expertise. Our CEO, Dr. Patrick Gruber, has spent over 20 years developing and successfully commercializing industrial biotechnology products, and our top five executive officers named in this prospectus average 19 years of relevant experience. Across the company, our employees have 450 combined years of biotechnology, synthetic biology and biobased product experience. Our employees have generated over 300 patent and patent application authorships over the course of their careers. Our team members have played key roles in the commercialization of several successful, large-scale industrial biotechnology projects, including a sugar substitute sweetener, four organic acid technologies, an animal feed additive, monomers for plastics and biobased plastics. Our team members have played key roles in the commercialization of several successful, large-scale industrial biotechnology projects including the first biologically derived high purity monomer for the production of plastic at a world-scale production facility. As a result of their deep experience, members of our management team play important roles in the industrial biotechnology industry at US and international levels.

OUR PRODUCTION TECHNOLOGY PLATFORM

We have used tools from synthetic biology, biotechnology and process engineering to develop a proprietary fermentation and separation process to cost effectively produce isobutanol from renewable feedstocks. GIFT™ is designed to allow for relatively low capital expenditure retrofits of existing ethanol facilities, enabling a rapid and cost-efficient route to isobutanol production. GIFT™ isobutanol production is very similar to existing ethanol production, except that we replace the ethanol producing biocatalyst with our isobutanol producing biocatalyst and we incorporate well-known equipment into the production process to separate and collect the isobutanol during the fermentation process. A commercial engineering study completed by ICM in May 2010 projected the capital costs associated with the retrofit of a standard 50 MGPY ICM-designed corn ethanol plant to be approximately $22 to 24 million and the capital costs associated with the retrofit of a standard 100 MGPY ICM-designed corn ethanol plant to be approximately $40 to 45 million. The ICM study also projected that each GIFT™ retrofit would take approximately 14 months to complete, including completion of the relevant regulatory approval process. Individual ethanol plant retrofits could vary from these estimates based on the design of the underlying ethanol plant and the regulatory jurisdiction the plant operates in, among other factors. We have designed our production technology to minimize the disruption of ethanol production during the retrofit process, mitigating the costs associated with downtime as the plant is modified. Following an estimated two-week period to transition to isobutanol production, we expect the corn ethanol facility will be able to produce isobutanol, as well as protein fermentation meal as an animal feed co-product, while operating in substantially the same manner as it did prior to the retrofit.

Reusing large parts of the ethanol plant without modification is beneficial because the unchanged parts will stay in place and continue to operate after the retrofit as they did when ethanol was produced. This means that the existing operating staff can continue to manage the production of isobutanol because they will already have experience with the base equipment. This continuity reduces the risks associated with the production startup following the retrofit as most of the process is unchanged and the existing operating staff is available to monitor and manage the production process.

We intend to process the spent grain mash from our fermentors to produce protein fermentation meal, relying on established processes in the current ethanol industry. We anticipate approval of our protein fermentation meal by the FDA, and we plan to market it to the dairy, beef, swine and poultry industries as a high-protein, high-energy animal feed. Protein fermentation meal can also be sold for use as a boiler fuel, fertilizer and weed inhibitor. We believe that our sales of protein fermentation meal will allow us to offset a significant portion of our grain feedstock costs, as is practiced by the corn-based ethanol industry today. Where we instead retrofit an ethanol plant that uses wet-milled corn, we will not produce protein grains post-fermentation, but will instead extract valuable proteins pre-fermentation, which we can sell as animal feed without the need for FDA approval.

BIOCATALYST OVERVIEW

Our biocatalysts are microorganisms that have been designed to metabolize sugars to produce isobutanol. Our technology team develops these proprietary biocatalysts to efficiently convert fermentable sugars of all types by engineering isobutanol pathways into the biocatalysts, and then minimizing the production of unwanted by-products to improve isobutanol yield and purity, thereby reducing operating costs. With our first-generation biocatalyst, we have already demonstrated that we can produce isobutanol at key commercial parameters, validating our biotechnology pathways and efficiencies. To establish isobutanol production in a commercial industrial setting, we are now nearing completion of the development of our second-generation biocatalyst, which is designed to produce isobutanol from any fuel ethanol feedstock currently in commercial use, including grains (e.g., corn, wheat, sorghum and barley) and sugar cane. This feedstock flexibility supports our initial deployment in the US, as we seek to retrofit available ethanol production facilities focused on corn feedstocks, and will enable our future expansion into international markets for production of isobutanol using sugar cane or other grain feedstocks.

Although development work still needs to be done, we have shown at laboratory scale that we can convert cellulosic sugars into isobutanol. In addition, through an exclusive license and a services arrangement with Cargill, we are developing a future-generation yeast biocatalyst specifically designed to efficiently produce isobutanol from the sugars derived from cellulosic feedstocks, including crops that are specifically cultivated to be converted into fuels (e.g., switchgrass), forest residues (e.g., waste wood, pulp and sustainable wood), agricultural residues (e.g., corn stalks, leaves, straw and grasses) and municipal green waste (e.g., grass clippings and yard waste).

Our second- and future-generation biocatalysts are built upon robust industrial varieties of yeast that are widely used in large-scale fermentation processes, such as ethanol and lactic acid production. We have carefully selected our yeast biocatalyst platforms for their tolerance to isobutanol and other conditions present during an industrial fermentation process, as well as their known utility in large-scale commercial production processes. As a result, we expect our biocatalysts to equal or exceed the performance of the yeast used in prevailing grain ethanol production processes.

BIOCATALYST DEVELOPMENT

Initially, we used a pathway developed at UCLA and exclusively licensed from The Regents to create a first-generation biocatalyst capable of producing biobased isobutanol. We chose to use *E. coli* as the bacteria in our first-generation biocatalyst because of its ease of use and greater understanding relative to other biocatalysts, and because it was the microorganism used by UCLA in developing the licensed pathway. By applying our proprietary technology to the licensed technology we were able to engineer the isobutanol pathways into the biocatalyst, convert the isobutanol pathway to allow for anaerobic, or oxygen free, isobutanol production and then minimize the production of unwanted by-products to improve isobutanol yield and purity thereby reducing operating costs. These efforts resulted in a substantial fermentation yield increase and enabled compatibility with existing ethanol infrastructure.

By fermenting sugars to isobutanol without producing the typical by-products, our proprietary isobutanol pathway channels the available energy content of fermentable sugars to isobutanol. Due to thermodynamic constraints that govern the conservation of energy, other processes may match our yield, but will be unable to exceed it significantly. We have achieved approximately 94% of the theoretical yield, which is near to, if not the maximum practical yield limit attainable from the fermentation of sugars, with yield losses being accounted for by cell production and metabolic energy (organism sustaining energy). Our expected theoretical yield is equivalent to that of industrial ethanol production.

We designed our biocatalysts to equal or exceed the performance of the yeast currently used in commercial ethanol production not only in yield, or percentage of the theoretical maximum percentage of isobutanol that can be made from a given amount of feedstock, but also fermentation time, or how fast the sugar fed to the fermentation is converted to isobutanol. Matching this level of performance is important because doing so allows GIFT™ fermentation to be performed in most existing grain ethanol fermentors without increasing vessel sizes. Because an isobutanol molecule contains more carbon and hydrogen than an ethanol molecule, and because liquid isobutanol has a different density than liquid ethanol, the isobutanol volume our fermentation process produces will be approximately 80 percent of the volume of ethanol produced by ethanol fermentation at an equivalent fermentation theoretical yield on sugar. In other words, ICM's design studies predict that a retrofitted 100 MGPY ethanol plant can produce approximately 80 MGPY of isobutanol. A volume of 80 million gallons of isobutanol has roughly the same energy content as 100 million gallons of ethanol.

Demonstrated biocatalyst performance

By August 2009, we had improved our first-generation biocatalyst's performance to equal or exceed our targeted levels of commercial performance, defined as 52 hours fermentation time and a product yield of approximately 94% of the theoretical yield of isobutanol from the sugar in the feedstock. We initially achieved these fermentation performance goals with our first-generation biocatalyst at our GIFT™ mini- plant. In September 2009, we replicated this performance by successfully completing the retrofit of a 1 MGPY ethanol demonstration facility located at ICM's St. Joseph, Missouri site.

We have transferred our proprietary isobutanol pathway to an industrially relevant yeast host and are currently optimizing the yeast's performance to achieve our commercial performance targets. Yeast is the preferred host for low cost industrial fermentation because it is industrially proven for biofuels production, capable of out-competing most bacteria, and is not susceptible to bacteriophage, a common problem for bacterial fermentations. Our yeast has been specifically selected and developed for its performance in the GIFT™ process, which will allow for lower cost isobutanol production.

As of July 2010, our second-generation biocatalyst had achieved a fermentation time of 69 hours and achieved approximately 92% of the theoretical maximum yield of isobutanol from feedstock. We anticipate optimizing the pathway performance to meet 100% of our fermentation time and commercial yield performance targets in order to achieve our targeted fermentation performance criteria in time for our planned commercial launch of isobutanol production in the first half of 2012.

Comparison of fermentation performance

The chart below compares the target performance levels of our biocatalysts to the performance levels achieved in ethanol fermentation. We have already achieved these levels of performance with our first-generation biocatalyst, and our second-generation biocatalyst's performance is approaching our commercial targets, as discussed above. Because we are developing our isobutanol fermentation performance to be similar to that of current ethanol fermentation, we expect to be able to use existing ethanol production infrastructure to ferment isobutanol without needing to change the milling and cooking processes, expand the fermentor tank sizes or increase natural gas consumption.

Comparison of Fermentation Performance	Ethanol	Gevo™ Isobutanol(1)
Microorganism	Yeast	Yeast
Fermentation time (hours)	48-72(2)	44-65(2)

(1) Commercial targets accomplished with first-generation biocatalyst; second-generation biocatalyst has achieved 69 hours and is being optimized to achieve the commercial target.
(2) Commercial range for existing ethanol plants according to information supplied by ethanol producers and ICM. The Luverne facility utilizes a 65 hour fermentation time.

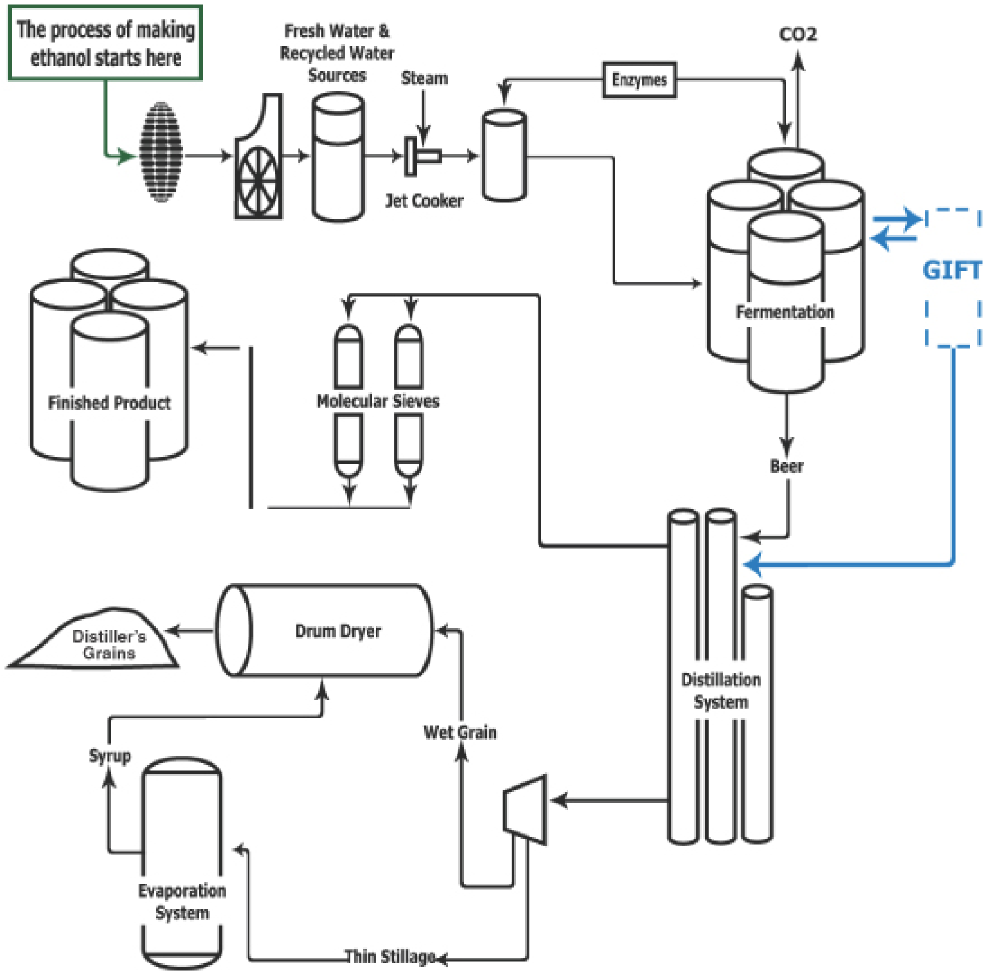
FEEDSTOCK FLEXIBILITY

We have designed our biocatalyst platform to be capable of producing isobutanol from any fuel ethanol feedstock currently in commercial use, which we believe, in conjunction with our proprietary isobutanol separation unit, will permit us to retrofit any existing fuel ethanol facility. We have demonstrated with our first-generation biocatalyst that our pathway is capable of converting the types of sugars in grains and sugar cane to isobutanol at our commercial targets for concentration, yield and productivity. Similarly, we believe our second-generation biocatalyst will have the ability to convert these sugars into isobutanol at a commercial scale. Although development work still needs to be done, we have shown at laboratory scale that we can convert cellulosic sugars into isobutanol. Through an exclusive license with Cargill, we are also developing a future-generation yeast biocatalyst that is specifically designed to efficiently produce isobutanol from mixed sugars derived from cellulosic sources including purpose grown energy crops, agricultural residues, forest residues and municipal green waste. This yeast is highly hydrolyzate-tolerant and employs Cargill's technology for mixed sugar conversion. We expect that our feedstock flexibility will allow our technology to be deployed worldwide and will enable us to offer our customers protection from the raw material cost volatility historically associated with petroleum-based products.

GIFT™ IMPROVES FERMENTATION PERFORMANCE

Our experiments show that GIFT's™ integrated fermentation and recovery system provides enhanced fermentation performance as well as low cost, energy-efficient recovery of isobutanol and other alcohols. Since biocatalysts have a low tolerance for high isobutanol concentrations in fermentation, the valuable ability of our process to continuously remove isobutanol as it is produced allows our biocatalyst to continue processing sugar into isobutanol at a high rate without being suppressed by rising levels of isobutanol in the fermentor, thereby reducing the time to complete the fermentation. Using our first- and second-generation biocatalysts, we have demonstrated that GIFT™ enables isobutanol fermentation times equal to, or less than, those achieved in the current conventional production of ethanol, which allows us to fit our technology into existing ethanol fermentors thereby reducing capital expenditures. Finally, the GIFT™ separation of isobutanol reduces natural gas costs per unit of energy in the fermented product (relative to conversion into ethanol), thereby reducing energy consumption and costs incurred for distillation, relative to ethanol production. We have designed a proprietary engineering package in partnership with ICM to carry out our isobutanol fermentation and recovery process, and this equipment has been successfully deployed via the retrofit of a 1 MGPY corn ethanol demonstration facility in St. Joseph, Missouri.

As shown in the following diagram, GIFT™ requires little change to existing ethanol production infrastructure. As with ethanol production, feedstock is ground, cooked, treated with enzymes and fermented. Just like ethanol production, after fermentation, a primary product (isobutanol) and a co-product (protein fermentation meal) are recovered and stored. GIFT’s™ main modifications are replacing the ethanol biocatalyst with Gevo’s proprietary isobutanol producing biocatalyst, and adding low temperature distillation for continuous removal and separation of isobutanol.



GIFT™ retrofits require only limited additions to existing ethanol production infrastructure.

How GIFT™ SEPARATION WORKS

The GIFT™ system enables inexpensive, continuous separation of isobutanol from the fermentation tanks while fermentation is in process. Isobutanol is removed from the fermentation broth using a low temperature distillation to continuously remove the isobutanol as it is formed without the biocatalyst being affected. Additionally, isobutanol and water are only sparingly miscible (they do not readily form a solution when mixed). GIFT™ utilizes this immiscibility to separate isobutanol and water into two phases, a water-rich phase and an isobutanol-rich phase. This separation allows concentrated isobutanol to be moved forward to final product dewatering and water-rich isobutanol to be redistilled utilizing the existing distillation equipment and a very low energy input. The GIFT™ process not only efficiently separates isobutanol, but also promotes optimal fermentation by preventing excessive isobutanol concentration in the fermentor, which can hinder biocatalyst performance.

CONVERSION OF ISOBUTANOL INTO HYDROCARBONS

We have demonstrated conversion of our isobutanol into a wide variety of hydrocarbon products which are currently used to produce plastics, fibers, rubber, other polymers and hydrocarbon fuels. Hydrocarbon products consist entirely of hydrogen and carbon and are currently derived almost exclusively from petroleum. Importantly, isobutanol can be dehydrated to produce butenes, hydrocarbon products with many industrial uses. The straightforward conversion of our isobutanol into butenes is a fundamentally important process that enables isobutanol to be used as a building block chemical. Much of the technology necessary to convert isobutanol into butenes and subsequently into these hydrocarbon products is known and practiced in the chemicals industry today, as shown in an SRI research study. For example, the dehydration of ethanol to ethylene, which uses a similar process and technology to the dehydration of isobutanol, is practiced commercially today to serve the ethylene market. The dehydration of isobutanol into butenes is not commercially practiced today, because isobutanol from petroleum is not cost-competitive with other petrochemical processes for generation of butenes, but we and our potential customers believe that our efficient and low cost fermentation technology for producing isobutanol will promote commercial isobutanol dehydration and provide us with the opportunity to access the hydrocarbon markets.

We have demonstrated the feasibility of converting isobutanol into many downstream products and expect to work with other companies to further develop this production technology and to commercialize these products. We have formed strong relationships with LANXESS, TOTAL PETROCHEMICALS, Toray Industries, United Airlines and CDTECH and we are in discussions with multiple other companies. Some of these companies are working with us to define commercial technology for dehydration of isobutanol and other required downstream conversion technologies. In some cases, we have provided these companies with technical information and product samples to enable complete development of production technology packages to convert isobutanol into fuel components and hydrocarbon chemicals. We intend to utilize these collaborations to develop and broaden the downstream markets for products derived from our isobutanol.

MILESTONES ACHIEVED AND COMMERCIALIZATION ROADMAP

GIFT™ developed in mini-plant and pilot plant

In 2008, we utilized a 10,000 gallon per year pilot plant to prove that our biocatalysts could function in our low temperature distillation process. Additionally in 2008, we developed bench- and pilot-scale bioreactors (containers in which biological reactions occur) to demonstrate and test our GIFT™ biocatalyst and process at our Englewood, Colorado facility. The bench-scale bioreactor, referred to as our mini-plant, was engineered to utilize a two liter fermentor on a bench top and allowed for fermentation and simultaneous recovery utilizing GIFT™. The mini-plant confirmed that GIFT™ enhances fermentation and recovers isobutanol as expected. We met our commercial fermentation performance targets with our first-generation biocatalyst in mid-2009 on the basis of GIFT™ performance in our mini-plant.

Design and operation of demonstration facility

In 2008, we began our ramp-up to commercial scale production when we formed an exclusive alliance with ICM to jointly develop a proprietary design for retrofitting an ethanol plant for the production of isobutanol using GIFT™. The proprietary retrofit design was then implemented at ICM's 1 MGPY ethanol demonstration facility in St. Joseph, Missouri. The initial retrofit design, procurement and construction were completed in August 2009. By the end of September 2009, we had operated the demonstration plant facility and successfully produced isobutanol at commercial fermentation performance levels using our first-generation biocatalyst. We incurred total capital expenditures for the retrofit of the demonstration facility of $2.6 million during 2009.

Engineering scale-up

We formed an exclusive alliance with ICM in 2008 to develop and commercialize our technology. ICM is widely regarded as the leading engineering and design firm for grain ethanol plants, and its designs account for an estimated 60% of the operating ethanol plant capacity in the US. ICM has agreed to work exclusively with us on the production of butanols (including isobutanol), pentanols and propanols in existing and future ICM-engineered plants utilizing any sugar fermentation technology globally.

Commercial engineering study completed

In 2010, we completed a commercial engineering study in conjunction with ICM evaluating the equipment and resources required to retrofit standard ICM-designed 50 MGPY and 100 MGPY corn ethanol facilities to produce isobutanol using the GIFT™ process and biocatalyst. The study was conducted to confirm capital and operating cost estimates for ethanol plant retrofits to produce isobutanol for use in commercialization planning and to facilitate the design process for identified facilities. The study estimated the capital costs associated with the retrofit of a standard 50 MGPY ICM-designed corn ethanol plant to be approximately $22 to 24 million and the capital costs associated with the retrofit of a standard 100 MGPY ICM-designed corn ethanol plant to be approximately $40 to 45 million. The study also reviewed a number of engineering options for retrofitting an ethanol facility, including the potential ability to reverse the retrofit to switch between ethanol and isobutanol production, which was estimated to cost an additional approximately $2 to 3 million depending on the size of the facility, and the addition of a seed train to produce sufficient quantities of our biocatalyst without need for a yeast seed production contract, which was estimated to cost an additional approximately $2 to 4 million depending on the size of the facility. Additionally, when we acquire access to facilities that use non-ICM based technology, we may incur further costs to upgrade such plants to a modern ICM design, thus improving the efficiency of their operations. Once a retrofit has been completed, we expect our total operating costs to be comparable to, or even lower than, those of a traditional ethanol production facility.

Based on ICM's initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce isobutanol. We expect to incur additional costs of approximately $5 million related to the retrofit that are unique to the Luverne facility, including costs associated with the construction of a seed train and equipment and storage tanks that are designed to allow switching between isobutanol and ethanol production, bringing the total projected cost to approximately $22 million.

Our strategy

Our strategy is to commercialize our isobutanol for use directly as a specialty chemical and low RVP fuel blendstock and for conversion into plastics, fibers, rubber, other polymers and hydrocarbon fuels. Key elements of our strategy include:

- **Deploy first commercial production facility**. In August 2010, we entered into an acquisition agreement with Agri-Energy. Upon and subject to the consummation of the transactions contemplated by the acquisition agreement, we will acquire a 22 MGPY ethanol production facility in Luverne, Minnesota. We expect to begin our retrofit of the Luverne facility in the fourth quarter of 2010 and commence commercial production of approximately 18 MGPY of isobutanol at the Luverne facility in the first half of 2012.
- **Enter into supply agreements with customers to support capacity growth**. We intend to transition the letters of intent that we have already received into firm supply agreements, and then add to our customer pipeline by entering into isobutanol supply agreements for further capacity with additional customers in the refining, specialty chemicals and transportation sectors both in the US and internationally.
- **Expand our production capacity via retrofit of additional existing ethanol facilities**. As we secure supply agreements with customers, we plan to acquire or gain access to additional and larger scale ethanol facilities via acquisitions and joint ventures. We believe that our exclusive alliance with ICM will enhance our ability to rapidly deploy our technology on a commercial scale at these facilities. We plan to acquire additional production capacity to enable us to produce and sell over 500 million gallons of isobutanol in 2014.
- **Expand adoption of our isobutanol across multiple applications and markets**. We intend to drive adoption of our isobutanol in multiple US and international chemicals and fuels end-markets by offering a renewable product with superior properties at a competitive price. In addition, we intend to leverage existing and potential strategic partnerships with hydrocarbon companies to accelerate the use of isobutanol as a building block for drop-in hydrocarbons. This strategy will be implemented through direct supply agreements with leading chemicals and fuels companies, as well as through alliances with key technology providers.
- **Align the value chain for our isobutanol by collaborating with large brand owners**. We are developing commitments from large brand owners to purchase products made from our isobutanol by third-party chemicals and fuels companies. For example, we recently entered into a letter of intent with United Airlines to purchase significant quantities of renewable jet fuel made from our isobutanol. We intend to use these commitments to obtain contracts to sell our isobutanol directly into the manufacturing chain that will use our isobutanol as a building block in the production of renewable jet fuel.
- **Incorporate additional feedstocks into our isobutanol production facilities**. Our second-generation biocatalyst can produce isobutanol from any fuel ethanol feedstock currently in commercial use, including grains (e.g., corn, wheat, sorghum and barley) and sugar cane. We are developing a future-generation biocatalyst under contract with Cargill. We believe that this future-generation biocatalyst will enable us to efficiently integrate mixed sugars from cellulosic feedstocks into our production facilities when the technology to separate and break down cellulosic biomass into separate simple sugar molecules becomes commercially available. While our initial focus is to access corn ethanol facilities in the US, the ability of our biocatalyst to produce isobutanol from multiple feedstocks will support our future efforts to expand production of isobutanol into international markets that use sugar cane or other grain feedstocks, either directly or through partnerships.

INDUSTRY OVERVIEW

Petroleum is a fundamental source of chemicals and fuels, with annual global demand in 2008 estimated at $3.0 trillion by MPI. Today's organic chemicals and fuels are predominantly derived from petroleum, as it has historically been convenient and inexpensive. However, recent fundamental trends including increasing petroleum demand (especially from emerging markets), limited new supply, price volatility and the changing regulatory framework in the US and internationally with regard to the environmental impact of fossil fuels, has increased the need for economical, renewable and environmentally sensitive alternatives to petroleum at stable prices.

These market developments, combined with advances in synthetic biology and metabolic pathway engineering, have encouraged the convergence between the industrial biotechnology and energy sectors. These new technologies enable the production of flexible platform chemicals, such as isobutanol, from renewable sources instead of fossil fuels, at economically attractive costs. Based on our compilation of data from SRI, CMAI, the EIA and the IEA, we believe that isobutanol and the products derived from it have potential applications in approximately 40% of the global petrochemicals market and substantially all of the global fuels market, and that our isobutanol fulfills an immediate need for alternatives to petroleum. Previous attempts to create renewable, cost-effective alternatives to petroleum-based products have faced several challenges:

- **First generation renewable products are not drop-in solutions for existing infrastructure**. Many products contemplated by earlier manufacturers are not considered effective alternatives to conventional petroleum due to various limitations, including lower energy content, viscosity and corrosive properties which limit pipeline transportation or require expensive engine modifications.
- **Capital intensity**. Due to the high capital cost incurred in establishing new ethanol plants, numerous ethanol companies have faced limited expansion or customization opportunities and have not been able to relocate to areas with access to new or more cost effective feedstocks.
- **Reliance on regulatory environment**. Many conventional alternatives to current nonrenewable chemicals and fuels rely on heavy government subsidies. In the absence of governmental support, these alternatives face significant operational hurdles and are often no longer economically viable.

Advantages of our isobutanol

We believe our isobutanol provides advantages over both petroleum-based products and alternative renewable chemicals and fuels. These advantages are based on the chemical properties of isobutanol and our low cost production technology.

- **Optimized for existing infrastructure**. Isobutanol is a fungible, drop-in fuel with chemical and performance characteristics as a fuel additive that are well known. For example, due to its low water solubility, we believe isobutanol can be transported in pipelines and blended into gasoline formulations at the refinery in contrast to prevailing practices where ethanol is blended at the terminal and can not be transported via pipelines. Initial test results from DNV Columbus, Inc., a well-respected materials testing company, showed that isobutanol did not contribute to stress corrosion cracking in pipeline materials under conditions where ethanol typically would. We believe that refiners are interested in the possibility of using isobutanol to replace more expensive alkylates in their gasoline formulations. In addition, pending necessary regulatory approval, we believe our isobutanol can be combined with ethanol to increase the benefits associated with using ethanol as a fuel blendstock. Therefore, we believe an important and distinct advantage of isobutanol is its potential ability to align the interests of refiners, commodity agriculture and the ethanol industry, accelerating the development of a biobased economy.

- **Low cost convertibility of renewable feedstocks into specialty chemicals and fuels**. We believe our proprietary technology platform will enable rapid deployment and a low capital cost route to isobutanol and currently represents the only known biological process to produce isobutanol cost-effectively from the fermentation of renewable feedstocks. Isobutanol is a highly flexible platform molecule with broad applications in the chemicals and fuels markets.
- **Highly effective solution to current regulatory limitations**. The RFA expects refiners to hit the ethanol "blend wall" between 2011 and 2012 under the current EPA limit of 10% ethanol blended consumption. Isobutanol can expand biofuel market opportunities as a fuel blendstock as we expect it to be blended into gasoline at higher levels without modifying engines or gasoline distribution logistics. Additionally, we believe a pathway could be defined with the EPA for our isobutanol to be classified as an advanced biofuel according to the Renewable Fuels Standard, or RFS2. Even if made from corn in retrofitted ethanol plants, isobutanol can qualify as an advanced biofuel if it can provide a 50% lifecycle greenhouse gas, or GHG, reduction compared to gasoline. Lifecycle GHG emissions are the aggregate quantity of GHGs related to the full fuel cycle, including all stages of fuel and feedstock production and distribution, from feedstock generation and extraction through distribution, delivery and use of the finished fuel. Furthermore, because isobutanol contains approximately 30% more energy than ethanol, each gallon of isobutanol provides a RIN value of 1.3. Therefore, a refiner could purchase fewer gallons of isobutanol than ethanol while meeting its biofuels obligation under RFS2.
- **Alternative source of four-carbon hydrocarbons.** Butenes, hydrocarbon products with many industrial uses, can be produced through the dehydration of isobutanol. We believe that butenes derived from our isobutanol can be further processed into other high-value hydrocarbon products using currently known chemistries, as shown in research reports by SRI. These include ethyl tert-butyl ether, or ETBE, for use as a value-added gasoline blendstock, propylene, MMA, for use in plastics, industrial coatings and other chemical additives, such as antioxidants and plastics modifiers. The prevailing process to manufacture these hydrocarbon products today is through the practice of cracking oil and natural gas. Ethylene crackers produce butenes as a co-product and the butenes market has tightened as these crackers have shut down and shifted from oil to natural gas feedstocks reducing the available supply of butenes. As a result, we expect the hydrocarbons derived from our isobutanol to provide chemical and fuel producers with both supply chain diversity and alternatives to current petroleum-derived products which can be particularly important in a tight petrochemicals environment.
- **Feedstock flexibility**. We believe our second-generation biocatalyst will produce isobutanol cost-effectively at a commercial scale from any feedstock currently used to produce grain ethanol. Additionally, this biocatalyst provides the ability to convert sugar cane into isobutanol which provides us with opportunities to expand our production into Brazil and other areas with sugar cane ethanol facilities. Moreover, our work with Cargill to develop a future-generation yeast biocatalyst enabling cellulosic isobutanol production will position us to integrate non-food-based feedstocks into our production facilities when the technology to separate and break down cellulosic biomass into separate simple sugar molecules becomes commercially available. We believe that having the flexibility to use different crops and agricultural by-products as a feedstock for isobutanol production is a particularly attractive trait to the chemicals and fuels markets and has the potential to mitigate their exposure to petroleum price volatility.
- **Lower impact on air quality**. Isobutanol has a low RVP. RVP measures a fuel's volatility, and in warm weather, high RVP fuel can contribute to smog formation. The EPA sets regional and seasonal clean air standards in the US, which include RVP limitations, with the potential for stricter air quality regulations in the near future. Given isobutanol's lower RVP relative to ethanol, we believe refiners using isobutanol blends have more flexibility in their gasoline formulations to meet clean air standards. This added flexibility can be valuable in regions of the US that fail to meet EPA-designated national air quality standards, or in markets like California where the RVP maximum is very low.

COMPETITION

Our isobutanol is targeted to three main markets: direct use as a solvent and gasoline blendstock, use in the chemicals industry for producing plastics, fibers, rubber and other polymers and use in the production of hydrocarbon fuels. We face competitors in each market, some of which are limited to individual markets, and some of which will compete with us across all of our target markets.

Renewable isobutanol competition

We are a leader in the development of renewable isobutanol via fermentation of renewable plant biomass. While the competitive landscape in renewable isobutanol production is limited at this time, we are aware of other companies that are seeking to develop isobutanol production capabilities. These include Butamax, a joint venture between BP and DuPont, and Butalco GmbH, a development stage company based in Switzerland. While each of these entities is a private company, based on our due diligence related to intellectual property filings we believe that we have a very competitive position in the development of renewable isobutanol production.

Gasoline blendstock and solvent markets competition

We also face competition from companies that are focused on the development of n-butanol, a related compound to isobutanol. These companies include Cathay Industrial Biotech Ltd., METabolic EXplorer S.A., TetraVitae Bioscience, Inc., Cobalt Technologies, Inc. and Green Biologics Ltd. We understand that these companies produce n-butanol from an acetone-butanol-ethanol, or ABE, fermentation process primarily for the small chemicals markets. ABE fermentation using a Clostridia biocatalyst has been used in industrial settings since 1919. As discussed in several academic papers analyzing the ABE process, such fermentation is handicapped in competitiveness by high energy costs due to low concentrations of butanol produced and significant volumes of water processed. It requires higher capital and operating costs to support industrial scale production due to the low rates of the Clostridia fermentation, and results in a lower butanol yield because it produces ethanol and acetone as by-products. We believe our proprietary process has many significant advantages over the ABE process because of its limited requirements for new capital expenditures, its production of almost pure isobutanol and its limited energy costs and water usage in production. We believe these advantages will produce a lower cost isobutanol compared to n-butanol produced by ABE fermentation. N-butanol’s lower octane rating compared to isobutanol gives it a lower value in the gasoline blendstock market, but n-butanol can compete directly in many solvent markets where n-butanol and isobutanol have similar performance.

In the gasoline blendstock market isobutanol competes with non-renewable alkylate and renewable ethanol. According to the RFA, the global market for ethanol as a fuel blendstock was approximately 20 billion gallons in 2009, and we estimate the total potential global market for isobutanol as a gasoline blendstock at 40 BGPY. Alkylate is a premium value gasoline blendstock typically derived from petroleum. However, petroleum feeds for alkylate manufacture are pressured by continued increases in the use of natural gas to generate olefins for the production of alkylate, due to the low relative cost of natural gas compared to petroleum. Alkylate has a low RVP and high octane rating. Ethanol is renewable and has a high octane rating, and although it has a high RVP, ethanol receives a one pound RVP waiver in a large portion of the US gasoline market. Renewability is important in the US because the RFS2 mandates that a minimum volume of renewable blendstocks be used in gasoline each year. A high octane rating is important for engine performance and is a valuable characteristic because many gasoline blendstocks have lower octane ratings. Low RVP is important because the EPA sets maximum permissible RVP levels for gasoline. Ethanol’s vapor pressure waiver is valuable because it offsets much of the negative value of ethanol’s high RVP. We believe that our isobutanol will be valued for its combination of low RVP, high octane and renewability. With this combination of properties our isobutanol is targeted to compete effectively in the portions of the gasoline market where ethanol blending is not allowed, as well as in regions with particularly low RVP limits.

Many production and technology supply companies are working to develop ethanol production from cellulosic feedstocks, including Shell Oil, BP, DuPont-Danisco Cellulosic Ethanol LLC, Abengoa Bioenergy, S.A., POET, LLC, ICM, Mascoma, Range Fuels, Inbicon A/S, INEOS New Planet BioEnergy LLC, Coskata, Archer Daniels Midland Company, BlueFire Ethanol, Inc., KL Energy Corporation, ZeaChem Inc., Iogen Corporation, Qteros, Inc., AE Biofuels, Inc. and many smaller start-up companies. Successful commercialization by some or all of these companies will increase the supply of renewable gasoline blendstocks worldwide, potentially reducing the market size or margins available to isobutanol.

Plastics, fibers, rubber and other polymers market competition

Isobutanol can be dehydrated to produce butenes, hydrocarbon products with many industrial uses in the production of plastics, fibers, rubber and other polymers. The straightforward conversion of our isobutanol into butenes is a fundamentally important process that enables isobutanol to be used as a building block chemical in multiple markets. These markets include butyl rubber, lubricants and additives derived from butenes such as isobutylene, poly methyl methacrylate from isobutanol, propylene for polypropylene from isobutylene, polyesters made via para-xylene from isobutylene and polystyrene made via styrene.

In these markets we compete with the renewable isobutanol companies and renewable n-butanol producers described previously, and face similar competitive challenges. Our competitive position versus petroleum-derived plastics, fibers, rubber and other polymers varies, but we believe that the high volatility of petroleum prices, often tight supply markets for petroleum-based petrochemical feedstocks and the desire of many consumers for goods made from more renewable sources will enable us to compete effectively. However, petrochemical companies may develop alternative pathways to produce petrochemical-based hydrocarbon products that may be less expensive than our isobutanol, or more readily available or developed in conjunction with major petrochemical, refiner or end user companies. These products may have economic or other advantages over the plastics, fibers, rubber and other polymers developed from our isobutanol. Further, some of these companies have access to significantly more resources than we do to develop products.

There is also one small company in France, Global Bioenergies, S.A., pursing the direct production of isobutylene from renewable carbohydrates. Through analysis of the fermentation pathway, we believe that the direct production of butenes such as isobutylene via fermentation will have higher capital and operating costs than production of butenes derived from our isobutanol.

Hydrocarbon fuels market competition

Beyond direct use as a fuel additive, isobutanol can be converted into many hydrocarbon fuels and specialty blendstocks, offering substantial potential for additional demand in the fuels markets. We will compete with the incumbent petroleum-based fuels industry, as well as biofuels companies.

The incumbent petroleum-based fuels industry makes the vast majority of the world’s gasoline, jet and diesel fuels and blendstocks. The petroleum-based fuels industry is mature, and includes a substantial base of infrastructure for the production and distribution of petroleum-derived products. However, the industry faces challenges from its dependence on petroleum. Supply limitations have begun to increase the cost of crude, and oil prices are extremely volatile. High and volatile oil prices provide an opportunity for renewable producers relying on biobased feedstocks like corn, which in recent years have had lower price volatility than oil.

Biofuels companies will provide substantial competition in the gasoline market. These biofuels competitors are numerous and include both large established companies and numerous startups.

Government tax incentives for renewable fuel producers and regulations such as the RFS2 help provide opportunities for renewable fuels producers to compete. In particular, in the gasoline and gasoline blendstock markets Virent offers a competitive process for making gasoline and gasoline blendstocks. However, we have the advantage of being able to target conversion of isobutanol into specific high-value molecules such as isooctane, which can be used to make gasoline blendstocks with a higher value than whole gasoline, which we do not believe Virent's process can match.

In the jet fuel market, we will face competition from companies such as Synthetic Genomics, Inc., Solazyme, Inc., Sapphire Energy, Inc. and Exxon-Mobil Corporation, which are pursuing production of jet fuel from algae-based technology. LS9, Inc. and others are also targeting production of jet fuels from renewable biomass. We may also face competition from companies working to produce jet fuel from hydrogenated fatty acid methyl esters.

In the diesel fuels market, competitors such as Amyris provide alternative hydrocarbon diesel fuel. We believe our technology provides a 20% higher yield on feedstock than the isoprenoid fermentation pathway developed by Amyris, which we believe will yield an approximately 20% production cost advantage.

INTELLECTUAL PROPERTY

Our success depends in large part on our proprietary products and technology for which we seek protection under patent, copyright, trademark and trade secret laws. Such protection is also maintained in part using confidential disclosure agreements. Protection of our technologies is important so that we may offer our customers and partners proprietary services and products unavailable from our competitors, and so that we may exclude our competitors from practicing technology that we have developed or exclusively licensed. If competitors in our industry have access to the same technology, our competitive position may be adversely affected. As of August 10, 2010, we exclusively licensed rights to 73 issued patents and pending patent applications in the US and in various foreign jurisdictions. Of the licensed patents and patent applications, most are owned by Cargill and exclusively licensed to us for use in certain fields. These licensed patents and patent applications cover both enabling technologies and products or methods of producing products. Our licenses to such patents allow us to freely practice the licensed inventions, subject only to the terms of these licenses. As of August 10, 2010, we have submitted 173 patent applications in the US and in various foreign jurisdictions. These patent applications are directed to our technologies and specific methods and products that support our business in the biofuel and bioindustrial markets. We continue to file new patent applications, for which terms extend up to 20 years from the filing date in the US.

We will continue to file and prosecute patent applications and maintain trade secrets, as is consistent with our business plan, in an ongoing effort to protect our intellectual property. It is possible that our licensors' current patents, or patents which we may later acquire or license, may be successfully challenged or invalidated in whole or in part. It is also possible that we may not obtain issued patents from our pending applications, and may not be able to obtain patents regarding other inventions we seek to protect. Under appropriate circumstances, we may sometimes permit certain intellectual property to lapse or go abandoned. Due to uncertainties inherent in prosecuting patent applications, sometimes patent applications are rejected and we may subsequently abandon them. It is also possible that we may develop products or technologies that will not be patentable or that the patents of others will limit or preclude our ability to do business. In addition, any patent issued to us may provide us with little or no competitive advantage, in which case we may abandon such patent or license it to another entity.

Our pending US trademarks include Gevo™, GIFT™ and Gevo Integrated Fermentation Technology™. The Gevo™, GIFT™ and Gevo Integrated Fermentation Technology™ marks are pending in certain foreign countries.

Our means of protecting our proprietary rights may not be adequate and our competitors may independently develop technology or products that are similar to or compete with ours. Patent, trademark, and trade secret laws afford only limited protection for our technology platform and products. The laws of many countries do not protect our proprietary rights to as great an extent as do the laws of the US. Despite our efforts to protect our proprietary rights, unauthorized parties have in the past attempted, and may in the future attempt, to operate using aspects of our intellectual property or products or to obtain and use information that we regard as proprietary. Third parties may also design around our proprietary rights, which may render our protected technology and products less valuable. In addition, if any of our products or technologies is covered by third-party patents or other intellectual property rights, we could be subject to various legal actions. We cannot assure you that our technology platform and products do not infringe patents held by others or that they will not in the future.

Litigation may be necessary to enforce our intellectual property rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement, invalidity, misappropriation or other allegations. Any such litigation could result in substantial costs and diversion of our resources. Moreover, any settlement of or adverse judgment resulting from such litigation could require us to obtain a license to continue to make, use or sell the products or technology that is the subject of the claim, or otherwise restrict or prohibit our use of the technology.

PARTNERSHIPS AND COLLABORATIONS

ICM, Inc.

We currently have an exclusive alliance with ICM for the commercial development of the GIFT™ system that enables the production of isobutanol from retrofitted ethanol plants. ICM is a company which focuses on engineering, building and supporting biorefineries for the renewable fuel industry. We believe that our alliance with ICM will provide us with a competitive advantage and allow us to more quickly achieve commercial-scale production of isobutanol. Through our alliance with ICM, we plan to retrofit existing ethanol plants to expand our production. ICM is well-positioned for this project because they have designed approximately 60% of the US operating ethanol production capacity.

Development Agreement. On October 16, 2008, we entered into a development agreement with ICM, which set forth the terms for the development of a 1 MGPY corn drying ethanol demonstration facility in St. Joseph, Missouri. Working with ICM engineers, we installed GIFT™ at the St. Joseph demonstration plant, and successfully produced isobutanol. This demonstrated that we can cost-effectively retrofit existing ethanol facilities to produce isobutanol, a cornerstone of our strategy. We have agreed to reimburse ICM for engineering fees, equipment, plant modification costs and project fees incurred under the development agreement. We can terminate the development agreement at any time with 30 days' written notice and either party may terminate the development agreement immediately upon the other party's material breach of any provisions of the agreement relating to confidentiality or intellectual property. Unless it is terminated earlier, the development agreement is effective through December 31, 2010.

Commercialization Agreement. We also entered into a commercialization agreement with ICM on October 16, 2008. Under this agreement, ICM serves as our exclusive engineering contractor for the retrofit of ICM-designed ethanol plants in North America, and we serve as ICM's exclusive technology partner for the production of butanols, pentanols and propanols from the fermentation of sugars. This commercialization agreement outlines the terms and fees under which ICM will provide engineering and construction services for any ICM-designed commercial plants utilizing dry-milled feed stocks of corn or grain sorghum.

Pursuant to the commercialization agreement, we will work with ICM on the joint development of commercial plants utilizing our GIFT™ system, including the development of engineering designs to retrofit existing dry-mill ethanol facilities. Due to the fact that some of ICM's proprietary process technology will be included in the plant designs, both parties intend that ICM will be the exclusive engineering services provider for ICM-designed commercial plants. However, in the event that ICM fails to meet commercially reasonable timelines for the engineering of the commercial plants, after a 30-day cure period, we may terminate our exclusivity obligations to ICM. The term of the commercialization agreement is through October 16, 2018. Either party may terminate the commercialization agreement upon 30 days' notice in the event that the other party ceases regular operations, enters or is forced into bankruptcy or receivership, liquidates its assets or breaches the agreement.

We expect our alliance with ICM to help us continue to develop efficiency and cost improvements in retrofitting plants and producing isobutanol.

UCLA

We have also licensed intellectual property based on research conducted at UCLA from The Regents, and we have obtained an exclusive license to UCLA's pathway for the production of isobutanol. This technology should allow us to speed our development of biomass processing microorganisms, enabling more rapid scaling of our technologies to commercial production. This technology continues to develop, and we expect continued improvements in our production scale and efficiency.

License Agreement. On September 6, 2007, we entered into an exclusive license agreement with The Regents to obtain certain patent rights to an alcohol production pathway which was developed in the course of research at the University of California. This exclusive license is specific to a certain field of use and The Regents reserve the right to use the patent rights and associated technology for educational and research purposes.

As consideration for the license agreement, we paid an upfront license issue fee and issued shares of our common stock to The Regents. The license agreement requires us to pay for all costs related to obtaining and maintaining patents on the licensed technology and we are required to pay annual license maintenance fees, cash payments upon achievement of certain milestones, and royalties based on our revenues from products utilizing the licensed technology. We also have the right to issue sublicenses to third parties, subject to the payment of sublicensing fees and royalty fees to The Regents.

The license agreement sets forth lists of due diligence deadlines for the development, manufacture and commercialization of certain molecules. Should we fail to meet the diligence deadlines set forth in the license agreement for any specific chemical in the field of use, The Regents will have the right to either reduce such license to a nonexclusive license or terminate such license. We have limited rights to extend the due diligence deadlines and we can terminate the license agreement at any time with 90 days' written notice. The Regents also have the right to terminate the license agreement if we are prevented from performing our obligations under the agreement, due to a force majeure event, for a period of one year. Unless terminated earlier, the license agreement will remain in effect for the life of the last-to-expire patent in the licensed patent rights or until the last patent application licensed under this agreement is abandoned.

The license agreement has been amended to, among other things, expand the patent rights and the field of use and clarify The Regents' right to either (i) reduce the license to a nonexclusive license or (ii) terminate specific rights in the event that we fail to meet any of the due diligence deadlines set forth in the license agreement. Any such reduction or termination of our rights will apply only to the specific molecule for which the due diligence deadline was missed; the rights relating to other molecules will not be affected.

Cargill, Incorporated

We have developed a relationship with Cargill, and have obtained exclusive rights to develop and integrate Cargill's microorganisms into GIFT™. These microorganisms are able to process cellulosic biomass, which we hope will eventually allow low cost production of isobutanol from varied inputs with an even smaller environmental footprint, including purpose grown energy crops (e.g., switchgrass), forest residues (e.g., waste wood, pulp and sustainable wood), agricultural residues (e.g., corn stalks, leaves, straw and grasses) and municipal green waste (e.g., grass clippings and yard waste).

License Agreement. On February 19, 2009, we entered into a license agreement with Cargill. Under the license agreement, Cargill granted us an exclusive, worldwide, royalty-bearing license to certain Cargill patents and to use certain of Cargill's biological materials, including specialized microorganisms and tools for modifying those microorganisms to produce specific molecules. We also have an option, with a first right of refusal, to purchase an exclusive license to use such patents and biological materials owned by Cargill to produce additional molecules.

In exchange for the rights granted under the license agreement, we paid Cargill an upfront license fee and have committed to make additional payments to Cargill including, (i) payments based on the achievement of certain milestones, (ii) payments upon the commercialization of product lines which use the Cargill biological material or are otherwise covered by the patent rights, and (iii) royalty payments. We may terminate the license agreement at any time upon 90 days' written notice and either party may terminate the license agreement for a material breach by the other party that is not cured within 120 days of notification of such breach. Unless terminated earlier, the agreement remains in effect until no licensed patent rights remain under the license agreement.

California Institute of Technology

License Agreement. In July 2005, we entered into a license agreement with Caltech to obtain a fully paid-up, exclusive license to certain patent rights and improvement rights arising from Dr. Frances Arnold's research at Caltech, and a nonexclusive license to use the related technology. As consideration for these rights, we issued shares of our common stock to Caltech. The license agreement has been amended to, among other things, relinquish our rights to patents that are no longer of use to our business, expand the field of use to include additional molecules and extend our right to improvements conceived or developed in Dr. Arnold's laboratory at Caltech through July 12, 2011. The term of the license agreement continues until the expiration or unenforceability of all of the licensed patent rights and improvement patent rights covered by the license agreement.

OTHER MATERIAL AGREEMENTS

Gevo Development, LLC

In September 2009, Gevo, Inc. formed Gevo Development, as a majority-owned subsidiary to develop isobutanol production assets using our GIFT™. Gevo Development has a flexible business model and aims to secure access to existing ethanol capacity through direct acquisitions and joint ventures. Gevo Development has two classes of membership interests outstanding. Gevo, Inc. is currently the sole owner of the class A interests, which comprise 90% of the outstanding equity interests of Gevo Development. CDP Gevo, LLC, or CDP, which is indirectly owned by the two co-managing directors of Gevo Development, is the sole owner of the class B interests, which comprise the remaining 10% of the outstanding equity interests of Gevo Development.

In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the date Gevo, Inc. completes this offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc. See further discussion under the heading "Equity Purchase Agreement and Related Transactions" below.

Commercialization Agreement. In September 2009, in connection with the formation of Gevo Development, Gevo, Inc. entered into a commercialization agreement with CDP and Gevo Development, which sets forth the services that each party will provide to Gevo Development. Pursuant to the commercialization agreement, CDP has agreed to provide Gevo Development with certain services, which include: (i) raising, managing, and deploying capital to acquire or access ethanol plants for future retrofit; (ii) developing and executing projects incorporating our intellectual property into accessed plants for the production of isobutanol; and (iii) overseeing the production and operations management of acquired plants. The services that Gevo, Inc. has agreed to provide to Gevo Development include developing the applicable markets for renewable fuels and chemicals, providing technical and operational support for our intellectual property and retrofitting accessed plants with our intellectual property. Gevo, Inc. has also agreed to provide all necessary and reasonable support to Gevo Development and CDP in connection with their respective responsibilities under the commercialization agreement. The terms pursuant to which Gevo, Inc. will license or otherwise provide our intellectual property to any production facility, market any of the products produced by any production facility or provide developmental or operational support services to any production facility are subject to negotiation and will be set forth in separate agreements to be entered into by us with Gevo Development and CDP.

The commercialization agreement provides for mutual exclusivity whereby each of the parties agrees not to engage in certain commercialization-related activities, except through Gevo Development. CDP also has a co-investment obligation under the commercialization agreement which requires that CDP match at least 1% of the total amount of capital that Gevo, Inc. invests in connection with the project activities and the retrofit of the first production facility. After the first production plant has been acquired, but prior to the acquisition and commencement of the retrofit of a second production plant, Gevo Development has the right and option to either require us to purchase all of its right, title and interest in the first plant or to require us to sell all of our right, title, and interest in the first plant to Gevo Development. In each case, the aggregate purchase price will be equal to the net cost basis of the first plant at the time of the transfer.

Gevo Development compensates CDP for its services through a quarterly management fee and the payment of bonuses upon achievement of established milestones. The commercialization agreement expires on December 31, 2016, if not terminated earlier by the occurrence of certain events or payments, including any failure on the part of CDP to achieve its performance milestones.

As described below under the heading "Equity Purchase Agreement and Related Transactions," the commercialization agreement will terminate on the earlier of September 22, 2010 or the date Gevo, Inc. completes this offering.

Warrant Agreement. In September 2009, in connection with the formation of Gevo Development, Gevo, Inc. granted a common stock warrant to CDP pursuant to which CDP may purchase up to 858,000 shares of our common stock at an exercise price of $2.70 per share, the estimated fair value of shares of our common stock at the time Gevo, Inc. granted the warrant. The warrant expires in September 2016, unless terminated earlier as provided in the agreement. The warrant shares are initially unvested and vest in increments upon the achievement of specific performance milestones by specified deadlines. Vesting is accelerated upon the occurrence of a change of control event. The closing of this offering will not be considered a change of control event under the warrant. As of July 31, 2010, no shares were vested under the warrant. See “Equity Purchase Agreement and Related Transactions” below for information regarding the anticipated amendment of this warrant agreement.

Guaranty Agreement. In September 2009, in connection with the formation of Gevo Development and the execution of the commercialization agreement, Gevo, Inc. entered into a guaranty agreement pursuant to which Gevo, Inc. has agreed to guarantee the financial obligations of Gevo Development to CDP under the commercialization agreement through the earlier of the termination of the commercialization agreement or December 31, 2011. As of March 31, 2010, the maximum potential amount of future payments that Gevo, Inc. could be required to make is $3,200,000 for management fee payments and bonus payments upon achievement of specific milestones, along with reimbursement of expenses incurred. As described under the heading “Equity Purchase Agreement and Related Transactions” below, the guaranty agreement will terminate on the earlier of September 22, 2010, or the date Gevo, Inc. completes this offering.

Equity Purchase Agreement and Related Transactions. In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the date Gevo, Inc. completes this offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1.143 million, (i) $500,000 of which is payable on the later of the consummation of the Agri-Energy transactions and September 22, 2010, (ii) $274,000 of which is payable on the later of the consummation of the Agri-Energy transactions or December 30, 2010, and (iii) the remainder of which is payable in five equal quarterly installments beginning in January 2011, subject to the terms and conditions set forth in the agreement. Commencing September 22, 2010, each of the owners of CDP will be employed by Gevo, Inc. as a co-managing director of Gevo Development. The equity purchase agreement also provides that the commercialization and guaranty agreements described above will terminate and be of no further force or effect as of the closing date for the purchase of the class B interests. In connection with the transactions contemplated by the equity purchase agreement, Gevo, Inc. has also agreed to amend and restate CDP’s warrant agreement, described above, to provide that 50% of the warrant shares granted under such warrant agreement will vest on September 22, 2010. The remaining warrant shares will vest over a two-year period beginning on September 22, 2010, subject to acceleration and termination in certain circumstances.

Agri-Energy Acquisition

Acquisition Agreement. In August 2010, we entered into an acquisition agreement pursuant to which we have agreed to purchase all of the membership interests of Agri-Energy, LLC, a Minnesota limited liability company, and certain assets of Agri-Energy Limited Partnership, a Minnesota limited partnership, from their common owner, CORN-er Stone Farmers’ Cooperative, a Minnesota cooperative association. Upon and subject to the consummation of the transactions contemplated by this acquisition agreement, we will acquire ownership of a 22 MGPY ethanol production facility located in Luverne, Minnesota which we plan to retrofit for isobutanol production. The purchase price that we have agreed to pay is approximately $20.7 million. In addition, we are acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provides for an aggregate of approximately $3.5 million to be placed into escrow as security for deficiencies in working capital and seller indemnification obligations. The acquisition agreement may be terminated at any time prior to the closing by mutual written consent of the parties or by either party in the event that (i) any law is enacted or deemed applicable that makes the contemplated transactions illegal, or if any governmental entity shall have taken any action to prohibit the consummation of the transactions and such action shall have become final and non-appealable, (ii) the closing has not occurred by November 30, 2010 or (iii) the other party has materially breached any of its representations, warranties or covenants under the acquisition agreement (subject to a 15 day cure period).

Consummation of these transactions is subject to various closing conditions, including the parties obtaining all necessary consents. Although there can be no assurance of the consummation of these transactions, we currently expect the transactions to close in September 2010, and we anticipate beginning our retrofit of the Luverne facility in the fourth quarter of 2010. The Luverne facility is a traditional dry-mill facility, which means that it uses dry-milled corn as a feedstock. Based on ICM's initial evaluation of the Luverne facility, we project capital costs of approximately $17 million to retrofit this plant to produce isobutanol. We expect to incur additional costs of approximately $5 million related to the retrofit that are unique to the Luverne facility, including costs associated with the construction of a seed train and equipment and storage tanks designed to allow switching between isobutanol and ethanol production, bringing the total projected cost of the retrofit to approximately $22 million. We expect to begin commercial production of isobutanol at the Luverne facility in the first half of 2012.

TriplePoint Financing

Loan and Security Agreement 1. In August 2010, concurrently with the execution of the acquisition agreement with Agri-Energy, Gevo, Inc. entered into a loan and security agreement with TriplePoint, pursuant to which it borrowed $5.0 million. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default. The aggregate amount outstanding under the loan and security agreement bears interest at a rate equal to 13%, is subject to an end-of-term payment equal to 8% of the amount borrowed and is secured by substantially all of the assets of Gevo, Inc., other than its intellectual property. Additionally, under the terms of each of (i) the loan and security agreement and (ii) Gevo, Inc.'s guarantee of Gevo Development's obligations under the loan and security agreement described below, Gevo, Inc. is prohibited from granting a security interest in its intellectual property assets to any other entity until both TriplePoint loans are paid in full. The loan matures in four years, and provides for interest only payments during the first 24 months. Gevo, Inc. used the funds from this loan to repay $5.0 million in outstanding principal under its loan facility with Lighthouse. Upon the consummation of the Agri-Energy acquisition, this loan will also be secured by all of the assets of Agri-Energy, LLC.

Warrant Agreement 1. In August 2010, in connection with entering into the initial loan and security agreement with TriplePoint, Gevo, Inc. issued TriplePoint a warrant to purchase 32,126 shares of its Series D-1 preferred stock (or the shares of its preferred stock issued in its next round of equity financing, if such shares are sold at a price per share less than $17.12). The exercise price of the warrant is $17.12 per share (or the price per share of the next round of preferred stock, if applicable). The warrants are subject to antidilution adjustments upon the occurrence of certain events. The warrants provide TriplePoint with registration rights, and are exercisable until the later of (i) August 5, 2017 or (ii) five years from the effective date of this offering.

Loan and Security Agreement 2. In August 2010, concurrently with the execution of the acquisition agreement, Gevo Development entered into a loan and security agreement with TriplePoint under which, upon the satisfaction of certain conditions, Gevo Development may borrow up to $12.5 million to finance the transactions contemplated by the acquisition agreement with Agri-Energy. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default. Any amounts borrowed under the loan and security agreement will bear interest at a rate equal to the prime rate, as published in the Wall Street Journal the day before the borrowing is financed, plus

9.75%, subject to a minimum rate of 13%, and are subject to an end-of-term payment equal to 8% of the amount borrowed. Following the consummation of the acquisition of Agri-Energy by Gevo Development, the loan will be secured by the equity interests of Agri-Energy held by Gevo Development and substantially all the assets of Agri-Energy. Each borrowing under the loan and security agreement will mature four years after the borrowing is financed, with interest only payments during the first 24 months, and will be guaranteed by Gevo, Inc. pursuant to a continuing guaranty to be executed by Gevo, Inc. in favor of TriplePoint, which is secured by substantially all of the assets of Gevo, Inc., other than its intellectual property. Gevo Development must satisfy several closing conditions before it is able to draw any funds pursuant to the loan and security agreement, including limits regarding the Agri-Energy purchase price, no changes in Agri-Energy's financial condition sufficient to constitute a material adverse effect and our payment of a commitment fee. Under the loan and security agreement, if Gevo Development uses alternative financing to consummate the transactions with Agri-Energy prior to October 31, 2010, then Gevo Development will be obligated to pay a break-up fee of approximately $2.8 million to TriplePoint.

Additional Warrant Agreements. In August 2010, in connection with entering into the second loan and security agreement, Gevo, Inc. issued TriplePoint a warrant to purchase 18,254 shares of its Series D-1 preferred stock (or the shares of its preferred stock issued in its next round of equity financing, if such shares are sold at a price per share less than $17.12). The exercise price of the warrant is $17.12 per share (or the price per share of the next round of preferred stock, if applicable). Gevo, Inc. will issue TriplePoint a warrant to purchase an additional 54,760 shares of its Series D-1 preferred stock (or the shares of its preferred stock issued in its next round of equity financing, if such shares are sold at a price per share less than $17.12) upon the earlier of (i) the date of an initial borrowing under the loan and security agreement and (ii) the date the Agri-Energy acquisition closes. The exercise price of the warrant will be $17.12 per share (or the price per share of the next round of preferred stock, if applicable). The warrants are subject to antidilution adjustments upon the occurrence of certain events. The warrants provide TriplePoint with registration rights, and are exercisable until the later of (i) August 5, 2017 or (ii) five years from the effective date of this offering.

RESEARCH AND DEVELOPMENT

Our strategy depends on continued improvement of our technologies for the production of isobutanol, as well as next generation chemicals and advanced biofuels based on our isobutanol technology. Accordingly, we annually devote significant funds to research and development. In fiscal years 2007, 2008 and 2009, we spent $3,699,000, $7,376,000 and $10,508,000, respectively, on research and development activities. The following table shows our research and development costs by function during the three years ended December 31, 2009:

	2007	2008	2009
Biocatalyst development	$ 3,000,000	$ 5,166,000	$ 7,007,000
Processing engineering & operation of pilot & demo plants	347,000	1,215,000	2,722,000
Chemistry and applications development	352,000	995,000	779,000
	$ 3,699,000	$ 7,376,000	$ 10,508,000

During 2007, 2008, and 2009, we recorded revenue from government grants and cooperative agreements in the amounts of $275,000, $208,000 and $660,000, respectively, which primarily related to research and development activities performed in our biocatalyst group.

Our research and development activities are currently being performed in our corporate headquarters located in Englewood, Colorado as well as at the demonstration plant within ICM's facility in Saint Joseph, Missouri.

ENVIRONMENTAL COMPLIANCE COSTS

Regulation by governmental authorities in the US and other countries is a significant factor in the development, manufacture and marketing of second-generation biofuels. Our isobutanol and the next generation products isobutanol will be used to produce will require regulatory approval by governmental agencies prior to commercialization. In particular, biofuels are subject to rigorous testing and premarket approval requirements by the EPA's Office of Transportation and Air Quality, and regulatory authorities in other countries. In the US various federal, and, in some cases, state statutes and regulations also govern or impact the manufacturing, safety, storage, and use of biofuels. The process of seeking required approvals and the continuing need for compliance with applicable statutes and regulations require the expenditure of substantial resources. Regulatory approval, if and when obtained for any of our product candidates, may be limited in scope, which may significantly limit the uses for which our product candidates may be marketed.

When built at a dry-mill facility, our fermentation process creates protein fermentation meal, a potential animal feed component, as a co-product. Before we can sell protein fermentation meal for animal consumption, we require approval from the Center for Veterinary Medicine of the FDA. The FDA's policies may change and additional government regulations may be enacted that could prevent or delay regulatory approval of our co-products. We cannot predict the likelihood, nature or extent of adverse governmental regulations that might arise from future legislative or administrative action, either in the US or abroad. This risk is eliminated at wet corn mills, which we also plan on retrofitting, because instead of extracting protein grains post-fermentation, wet mills separate out valuble proteins before the feedstock comes into contact with the biocatalyst.

Our process contains a genetically engineered organism which, when used in an industrial process, is considered a new chemical under the TSCA. These laws and regulations require us to obtain and comply with the EPA's Microbial Commercial Activity Notice process to operate our isobutanol assets. We do not anticipate a material adverse effect on our business or financial condition as a result of our efforts to comply with these requirements. However, the TSCA new chemical submission policies may change and additional government regulations may be enacted that could prevent or delay regulatory approval of our products. We cannot predict the likelihood, nature or extent of adverse governmental regulations that might arise from future legislative or administrative action, either in the US or abroad.

There are various third-party certification organizations, such as ASTM and Underwriters Laboratories, involved in certifying the transportation, dispensing, and use of liquid fuel in the US and internationally. Voluntary standards development organizations may change and additional requirements may be enacted that could prevent or delay marketing approval of our products. The process of seeking required approvals and the continuing need for compliance with applicable statues and regulations require the expenditure of substantial resources. We do not anticipate a material adverse effect on our business or financial conditions as a result of our efforts to comply with these requirements, but we cannot predict the likelihood, nature or extent of adverse third-party requirements that might arise from future action, either in the US or abroad.

We are subject to various federal, state and local environmental laws and regulations, including those relating to the discharge of materials into the air, water and ground, the generation, storage, handling, use, transportation and disposal of hazardous materials and the health and safety of our employees. These laws and regulations require us to obtain environmental permits and comply with numerous environmental restrictions as we construct and operate our isobutanol assets. They may require expensive pollution control equipment or operation changes to limit actual or potential impacts to the envrionment. A violation of these laws, regulations or permit conditions can result in substantial fines, natural resource damage, criminal sanctions, permit revocations and facility shutdowns.

There is a risk of liability for the investigation and cleanup of environmental contamination at each of the properties that we own or operate and at off-site locations where we arrange for the disposal of hazardous substances. If these substances are or have been disposed of or released at sites that undergo investigation or remediation by regulatory agencies, we may be responsible under the Comprehensive Environmental Response, Compensation and Liability Act or other environmental laws for all or part of the costs of investigation and remediation. We may also be subject to related claims by private parties alleging property damage and personal injury due to exposure to hazardous or other materials at or from the properties. Some of these matters may require us to expend significant amounts for investigation and cleanup or other costs. We are not aware of any material environmental liabilities relating to contamination at or from our facilities or at off-site locations where we have transported or arranged for the disposal of hazardous substances.

In addition, new laws, new interpretations of existing laws, increased governmental enforcement of environmental laws or other developments could require us to make significant additional expenditures. Continued government and public emphasis on environmental issues can be expected to result in increased future investments in environmental controls at our facilities. Present and future environmental laws and regulations applicable to our operations, more vigorous enforcement policies and discovery of currently unknown conditions could all require us to make substantial expenditures. For example, our air emissions are subject to the Clean Air Act, the Clean Air Act Amendments of 1990 and similar state and local laws and associated regulations. Under the Clean Air Act, the EPA has promulgated National Emissions Standards for Hazardous Air Pollutants, or NESHAP, that could apply to facilities that we own or operate if the emissions of hazardous air pollutants exceed certain thresholds. If a facility we operate is authorized to emit hazardous air pollutants above the threshold level, then we might still be required to come into compliance with another NESHAP at some future time. New or expanded facilities might be required to comply with both standards upon startup if they exceed the hazardous air pollutant threshold. In addition to costs for achieving and maintaining compliance with these laws, more stringent standards may also limit our operating flexibility.

As a condition to granting the permits necessary for operating our facilities, regulators could make demands that increase our construction and operations costs, which might force us to obtain additional financing. For example, unanticipated water discharge limits could sharply increase construction costs for our projects. Permit conditions could also restrict or limit the extent of our operations. We cannot guarantee that we will be able to obtain or comply with the terms of all necessary permits to complete the retrofit of an ethanol plant. Failure to obtain and comply with all applicable permits and licenses could halt our construction and could subject us to future claims.

FACILITIES

Our corporate headquarters and research and development laboratories are located in Englewood, Colorado, where we occupy approximately 29,865 square feet of office and laboratory space. Our lease for this facility expires in July 2013. We believe that the facility that we currently lease is adequate for our needs for the immediate future and that, should it be needed, additional space can be leased to accommodate any future growth.

EMPLOYEES

As of July 31, 2010, we employed 57, full-time employees, with 55 of our employees located in Englewood, Colorado. Of the full-time employees, 41 were engaged in research and development and 16 were engaged in general, administrative and business development activities. As of July 31, 2010, 20 employees have Ph.D. degrees. None of our employees are represented by a labor union, and we consider our employee relations to be good.

LEGAL PROCEEDINGS

We are not currently a party to any material litigation or other material legal proceedings, and we are not aware of any pending or threatened litigation against us that we believe would adversely affect our business, operating results, financial condition or cash flows.

Management

EXECUTIVE OFFICERS, KEY EMPLOYEES AND DIRECTORS

The following table sets forth certain information about our executive officers and directors, as of July 31, 2010.

Name	Age	Position(s)
Patrick R. Gruber, Ph.D.	50	Chief Executive Officer and Director
Christopher Ryan, Ph.D.	49	Executive Vice President, Business Development
David Glassner, Ph.D.	52	Executive Vice President, Technology
Mark Smith	48	Chief Financial Officer
Jack Huttner	56	Executive Vice President, Corporate Development and Public Affairs
Brett Lund, J.D., M.B.A.	34	Executive Vice President, General Counsel and Secretary
Shai Weiss(1)(2)	42	Director
Ganesh M. Kishore, Ph.D.(1)	56	Director
Véronique Hervouet	48	Director
Stacy J. Smith(3)	47	Director
Ron Commander, Ph.D.(1)	60	Director
Bruce A. Smith(2)(3)	66	Director
Carlos A. Cabrera(2)(3)	58	Director

(1) Member of the compensation committee.
(2) Member of the nominating and corporate governance committee.
(3) Member of the audit committee.

Patrick R. Gruber, Ph.D. has served as a director of the company since 2007 and has served as Chief Executive Officer of the company since 2007. Prior to joining the company, from 2005 to 2007 Dr. Gruber was President and Chief Executive Officer of Outlast Technologies, Inc., a technology and marketing company primarily serving the textile industry, where he was responsible for all aspects of Outlast Technologies' business. Previously, Dr. Gruber co-founded NatureWorks LLC (formerly Cargill Dow, LLC) and served as Vice President, Technology and Operations, and Chief Technology Officer from 1997 to 2005, where he was responsible for all aspects of the business' project, application and process technology development. Dr. Gruber is a member of the Bioenergy Technical Advisory Committee for the Energy Future Coalition. He currently serves on the boards of directors of Segetis, Inc. and Green Harvest Technologies, LLC. From 2007 to 2008, he served on the board of directors of Outlast Technologies, Inc. In 2008, Dr. Gruber was awarded the first ever George Washington Carver Award, recognizing significant contributions by individuals in the field of industrial biotechnology and its application in biological engineering, environmental science, biorefining and biobased products. Dr. Gruber holds a Ph.D. in chemistry from the University of Minnesota, an M.B.A. from the University of Minnesota and a B.S. in chemistry and biology from the University of St. Thomas. We believe Dr. Gruber's qualifications to sit on our board include his experience as a CEO and business leader and his extensive experience developing and commercializing industrial biotechnology products.

Christopher Ryan, Ph.D. has served as Executive Vice President, Business Development, of the company since June 2009. Prior to joining the company, he co-founded NatureWorks LLC in 1997. Dr. Ryan served as Chief Operating Officer for NatureWorks from 2008 to 2009 and Chief Technology Officer for NatureWorks from 2005 to 2008, where he was involved in the development and commercialization of the company's new biobased polymer from lab-scale production in 1992 through the completion of a $300 million world-scale production facility. Prior to 1992, Dr. Ryan served for four years in Corporate R&D for specialty chemical company HB Fuller Company. He has over 20 years of experience in strategic leadership, business development and research and product development in biobased materials. Dr. Ryan holds a Ph.D. in organic chemistry from the University of Minnesota, a B.S. in chemistry from Gustavus Adolphus College and completed the Management of Technology program at the University of Minnesota.

David Glassner, Ph.D. has served as Executive Vice President, Technology, of the company since October 2009, where he leads the company's isobutanol technology and engineering development. From March 2009 to September 2009, he was Vice President, Technology, and from July 2007 through February 2009 he was Vice President, Bioprocessing and Engineering, of the company. Prior to joining the company, he led the development of novel yeast biocatalysts for the production of lactic acid and ethanol, and the development of lactic acid, lactide and polylactide technology at NatureWorks LLC from 2000 to 2007. Prior to NatureWorks, from 1993 to 1999 he was Biofuels Technology Manager at the National Renewable Energy Laboratory where he led the development of cellulosic processing technology and the construction of the biomass to ethanol process development unit. Previously, Dr. Glassner was Director of Bioprocess Development at MBI International, where he led the development of a lactic acid pilot plant and developed patented processes for producing lactic acid, succinic acid, acetone, ethanol and butanol. Dr. Glassner holds Ph.D., M.S. and B.S. degrees in chemical engineering from Michigan State University.

Mark Smith has served as Chief Financial Officer of the company since November 2008, and Chief Financial Officer of the company's subsidiary, Gevo Development, since September 2009. Prior to joining the company, Mr. Smith served as Chief Financial Officer of Replidyne, Inc., from March 2006 to February 2009 where he played a leadership role in completing its initial public offering and executing its strategic sale to Cardiovascular Systems, Inc. Prior to joining Replidyne, Mr. Smith was an officer at Nabi Biopharmaceuticals, from August 1999 to March 2006, serving as Senior Vice President, Finance, and Chief Financial Officer from April 2001 to March 2006. Prior to joining Nabi Biopharmaceuticals, Mr. Smith was an officer at Neuromedical Systems, Inc., where he served as Vice President, Finance and Administration and Chief Financial Officer from March 1998 to July 1999. He previously served in various financial executive capacities at Genzyme Corporation from 1996 to 1998, most recently as Group Controller. From 1991 to 1996 Mr. Smith worked in various financial management capacities at Genetrix, Inc., most recently as Chief Financial Officer prior to its sale to Genzyme in 1996. He previously was an accountant at Price Waterhouse (now PricewaterhouseCoopers) in both Australia and the US. Mr. Smith holds a B.A. in accounting from Canberra College of Advanced Education.

Jack Huttner has served as Executive Vice President, Corporate Development and Public Affairs, of the company since August 2009. He came to the company from DuPont Danisco Cellulosic Ethanol LLC (DDCE), where he served as Vice President, Commercial and Public Affairs from September 2008 to August 2009. Previously, Mr. Huttner served as Vice President, Biorefinery Business Development, at Genencor, the industrial biotechnology division of Danisco A/S, from June 2005 to July 2008. At Genencor, he led a multifunctional team whose strategy resulted in a $140 million joint venture with DuPont (DDCE). Previously, Mr. Huttner was employed at Genencor International, Inc., as Vice President of Corporate Communications and Public Affairs from February 1998 to June 2005, where he had global responsibility for communications and external affairs, and helped shape the company's leadership position in industrial biotechnology for its successful initial public offering. Mr. Huttner was instrumental in the formation of the industrial section of BIO, the Biotechnology Industry Association, and served as Chairman of the section's governing board for six years, from 1998 to 2004, where he continues to serve. From 2005 to 2007, he served on the Executive Committee of EuropaBio, the European Association for Bioindustries, where he was Chairman of the Industrial Biotechnology Council. From 2001 to 2002, Mr. Huttner served as co-chairman of the Biomass Research and Development Technical Advisory Committee, formed by Congress to oversee the federal government's $300 million bioenergy research and development budget. He continued on the Advisory Committee until his second term expired in 2007. Mr. Huttner is also on the board and executive committee of the Advanced Biofuels Association (ABFA), and he has worked extensively with the Organization for Economic Cooperation and Development (OECD), non-government organizations, farm interests and other parties to develop common positions in support of industrial sustainability and the biobased economy. Mr. Huttner holds a B.A. in philosophy from the University of Buffalo (SUNY).

Brett Lund has served as Executive Vice President, General Counsel and Secretary of the company since 2007. Before joining the company, from 2004 to 2007 he served as Chairman of the legal, intellectual property and licensing group and biotechnology licensing manager for Syngenta Biotechnology, Inc.'s biofuels business. At Syngenta, Mr. Lund led the management of intellectual property, in-licensing, out-licensing, research collaborations and strategic alliances. Prior to Syngenta, he served as Associate General Counsel for Ford Motor Company, Inc.'s Wingcast subsidiary. Mr. Lund was previously a corporate attorney at the law firm of Cooley Godward Kronish LLP, where he represented numerous companies regarding intellectual property licensing, initial public offerings, venture capital financing, mergers and acquisitions, securities, strategic alliances and related transactions. Mr. Lund holds a J.D. and an M.B.A. from Duke University, and a B.A. in political science from the University of California, San Diego. He is a Certified Licensing Professional by the Licensing Executives Society and admitted to practice law in California and North Carolina.

Shai Weiss has served as a director of the company since 2007. Mr. Weiss led the formation of Virgin Green Fund I, L.P., where he has been a partner since 2007. Prior to forming Virgin Green Fund, he held several management positions at ntl:Telewest (now Virgin Media, Inc.), including Managing Director of Consumer Products from 2004 to 2006, Integration Director for the merger between ntl, Inc. and Telewest Global, Inc. from 2005 to 2006, Director of Operations for the ntl Group from 2003 to 2004 and Director of Financial Planning for the Consumer division from 2002 to 2003. In his work as Managing Director of Consumer Products, Mr. Weiss was responsible for the development of internet, telephone and television for the consumer division and the Virgin.net broadband internet service provider. As director of operations for the ntl Group, he was responsible for major operational and business development projects, joint ventures and development of relationships with strategic partners. Prior to joining ntl:Telewest, Mr. Weiss organized the European office of the early-stage technology venture fund Jerusalem Venture Partners, L.P. in 2000, and was an associate with Morgan Stanley's hi-tech mergers and acquisitions and corporate finance teams from 1997 to 2000. Mr. Weiss holds an M.B.A. from Columbia University, and a B.B.A. from City University of New York, Baruch College in business and finance. We believe Mr. Weiss' qualifications to sit on our board include his extensive experience as a business leader and venture capitalist and his experience in advising growth-focused companies with respect to strategic direction and business transactions.

Ganesh M. Kishore, Ph.D. has served as a director of the company since 2008. Between 2002 and 2007, Dr. Kishore served as a director of Embrex, Inc., serving as a member of the Compensation Committee and Nominations Committee during that time. Since January 2009, he has served as Chief Executive Officer of Malaysian Life Sciences Capital Fund, where he oversees fund management, investment portfolio management and governance of companies in which Malaysian Life Sciences Capital Fund has made investments. Since January 2009, he has also served as President and Chief Executive Officer of K Life Sciences, LLC where he provided advisory services to life science businesses. Between April 2008 and December 2008, Dr. Kishore served as a Managing Director of Burrill & Company, where his responsibilities included fund management, fund raising and governance of companies in which Burrill & Company invested. Prior to joining Burrill & Company, Dr. Kishore served as Chief Biotechnology Officer at E. I. du Pont de Nemours and Company from 2005 to 2007, where he was responsible for overall biotechnology leadership for DuPont's life science businesses. Previously, he was Vice President, Technology, for DuPont's Agriculture and Nutrition Division from 2002 to 2005. In his time at DuPont, Dr. Kishore focused on research and development related to biotechnology. Before joining DuPont, Dr. Kishore held several positions between 1980 and 2000 at Monsanto Company, including Co-President, Nutrition and Consumer Sector, and Assistant Chief Scientist/Chief Biotechnologist. His contributions include the discovery, development, and commercialization of agricultural biotechnology, the development of a manufacturing process for Nutrasweet®, and aiding in transforming Monsanto into a leading food and nutrition company. Dr. Kishore founded the plant biotechnology and informatics company Metahelix Life Sciences Pvt Ltd. He serves on the boards of numerous nonprofit institutions, including the School of Nutrition and Policy at Tufts University, the St. Louis RCGA and the National Research Advisory Board of Washington University at St. Louis. He is a member of the American Association for the Advancement of Science, the American Society of Biochemistry and Molecular Biology, the American Society of Plant Physiologists and the Institute of Food Technology. Dr. Kishore holds a Ph.D. in biochemistry from the Indian Institute of Science, an M.S. in biochemistry from the University of Mysore and a B.S. in physics and chemistry from the University of Mysore. We believe Dr. Kishore's qualifications to sit on our board include his years of experience as an executive in the field of agricultural biotechnology and his experience in advising and managing startup companies.

Véronique Hervouet has served as a director of the company since 2009. She is also Senior Vice President, Investments, of TOTAL S.A., where she manages TOTAL S.A.'s corporate venture activity. Previously, from January through August 2008 Ms. Hervouet was Senior Bioenergy Advisor at TOTAL S.A., where she provided strategy guidance on bioenergy and shaped the proposal which led to the formation of Total's corporate venturing arm. From 2005 through 2007, she was leading strategic analysis and research activities on advanced bioenergy and synthetic fuels for Total Refining and Marketing. From 2002 through 2005, as Research and Development Coordinator at Total Refining and Marketing, she coordinated a portfolio of research and development projects on biofuels and advanced refining technologies. From 1998 to 2001, Ms. Hervouet managed the aromatics businesses of Elf Atochem, then Atofina (after the merger of Elf, Total and Petrofina), covering spot trading, long-term contracts and logistics operation. Ms. Hervouet currently serves as Chair of the Steering Committee of the European Biofuels Technology Platform and as a member of the Steering Committee of the Bioenergy Program of the French National Research Agency; she served as Vice Chair of the Evaluation Committee of this program in 2008 and 2009. Ms. Hervouet holds an M.S. in materials science and engineering from Cornell University, and a Diplome d'Ingénieur ECL in Engineering from Ecole Centrale de Lyon. We believe Ms. Hervouet's qualifications to sit on our board include her significant experience in the petroleum and chemicals markets, as well as her years of corporate leadership experience in multinational firms.

Stacy J. Smith has served as a director of the company since June 2010. He is also Senior Vice President, Finance, at Intel Corp., a position he has held since 2010, as well as Chief Financial Officer, a position he has held since 2007. Previously, he was Intel's Assistant Chief Financial Officer from 2006 to 2007, and Vice President, Finance and Enterprise Services and Chief Information Officer from 2004 to 2006, where he was responsible for Intel's Information Technology Group. From 2002 to 2004, Mr. Smith was Intel's Vice President, Sales and Marketing Group, and General Manager of Intel Europe, Middle East and Africa, where he was responsible for product sales and marketing across that region. Before then, he served in various finance positions at Intel, where he has been employed since 1988, working in the US, Asia, Europe and Latin America. Mr. Smith holds an M.B.A. in finance from the University of Texas and a B.A. in finance from the University of Texas. Mr. Smith brings global business leadership experience to the board from his current position as Senior Vice President, Finance, and Chief Financial Officer of Intel Corporation. This experience, coupled with Mr. Smith's experience serving for over 19 years in various finance and senior management positions for Intel, supports the board's efforts in overseeing an advising on strategy and financial matters, including financial reporting.

Management

Ron Commander, Ph.D. has served as a director of the company since May 2010. He is employed by Lanxess Butyl Pte. Ltd. as the Head of the LANXESS Group's Butyl Rubber Business, a position he has held since June 2004, where he had responsibility for the general management of the LANXESS Group's butyl rubber operations. From 1990 to 2004, he worked for Bayer AG, where he had responsibilities involving research and development, production and technical services for Bayer's Rubber Business Group, as well as in business development at Bayer Polymers Shanghai. Dr. Commander holds a Ph.D. in chemical engineering from Heriot-Watt University and a B.Sc. in chemical engineering from Heriot-Watt University. We believe Dr. Commander's qualifications to sit on our board include his significant background in the butyl rubber industry and his years of chemical engineering and international business experience.

Bruce A. Smith has served as a director of the company since June 2010. Mr. Smith served as Chairman of Tesoro Corp. from 1996 until June 2010, and from 1995 until May 2010 he served as Tesoro's President and Chief Executive Officer. Between 1992 and 1995, Mr. Smith held positions as Tesoro's Chief Operating Officer, Executive Vice President, Exploration and Production, and Chief Financial Officer. Under Mr. Smith's leadership, Tesoro went from a small integrated oil company to a Fortune 100 refining and marketing company with a global supply chain and 650,000 barrels per day of production in the Western US. From March 2002 to February 2008, Mr. Smith also served as a director of Noble Energy Corp., a publicly traded oil exploration and production company, where he served on the Audit, Compensation and Corporate Governance and Nominating Committees, including service as chair of the Audit Committee in 2005 and 2006 and chair of the Compensation Committee in 2003 and 2004. Mr. Smith holds an M.B.A. in finance from the University of Kansas and a B.A. in biology from Westminster College. We believe Mr. Smith's qualifications to sit on our board include his extensive senior leadership experience in the refining and marketing industry, his substantial management background and his previous experience serving as a director and chairman of the audit and compensation committees of a publicly traded company.

Carlos A. Cabrera has served as a director of the company since June 2010. Since May 2010, he has served as a director of Ivanhoe Energy, a publicly traded international heavy-oil development and production company. Since December 2009, he has served as President and Chief Executive Officer of the National Institute of Low Carbon and Clean Energy, or NICE, a wholly owned subsidiary of the Shenhua Group, a major Chinese coal company. At NICE, Mr. Cabrera leads efforts to invent, acquire and develop technologies to reduce the environmental and climate impact of producing energy from coal. From January 2009 to July 2009, he served as Chairman of UOP, LLC, a subsidiary of Honeywell International, Inc. From November 2005 to January 2009, Mr. Cabrera served as UOP's President and Chief Executive Officer, where he oversaw all of UOP's operations and helped grow the company's revenue from $850 million when he assumed the role of CEO to $2 billion in 2008. From January to October 2005, Mr. Cabrera served as UOP's Senior Vice President, Process Technology and Equipment, where he led UOP's development in the refining and petrochemicals sectors. Mr. Cabrera's previous roles at UOP include Senior Vice President, Process Technology and Equipment, Senior Vice President, Refining and Petrochemicals, Vice President, Corporate Business Development and Ventures, and Vice President and General Manager, Refining. Mr. Cabrera holds an M.B.A. in business from the University of Chicago and a B.S. in chemical engineering from the University of Kentucky. We believe Mr. Cabrera's qualifications to sit on our board include his broad technical and management experience in the refining, chemicals and fuels industries and his experience structuring joint ventures and leading acquisition activities in these fields.

BOARD COMPOSITION

Our board of directors may establish the authorized number of directors from time to time by resolution. Eight directors are authorized and we currently have eight directors, of which five are designated by the current holders of our preferred stock, one is designated by the current holders of our common stock, one is designated by the current holders of our common stock and preferred stock and one also serves as our Chief Executive Officer.

Under the terms of our amended and restated certificate of incorporation and the voting agreement among us, the holders of our preferred stock and certain other of our stockholders, members of our board of directors are to be designated as follows: each of Khosla and Virgin, has the right to designate one member; Total Energy Ventures International has the right to designate one member; provided, that in the event that Total Energy Ventures International and its affiliates no longer hold at least 250,000 shares of Series D preferred stock (as adjusted for stock splits, stock dividends, reclassifications and the like), such member shall be designated by holders of a majority of the outstanding Series D preferred stock; LANXESS has the right to designate one member; provided, that in the event that LANXESS and its affiliates no longer hold at least 250,000 shares of Series D-1 preferred stock (as adjusted for stock splits, stock dividends, reclassifications and the like), such member shall be designated by holders of a majority of the outstanding Series D-1 preferred stock; one member shall be designated with the consent of the parties holding a majority of the outstanding Series C preferred stock; one member shall be designated with the consent of the parties holding a majority of the outstanding common stock; one member shall be our Chief Executive Officer; and one member shall be designated by a majority of the other board designees. Upon the consummation of this offering, all of these provisions will terminate and there will be no further contractual obligations regarding the election of our directors.

In accordance with our amended and restated certificate of incorporation to take effect following the completion of this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. After the completion of this offering, our directors will be divided among the three classes as follows:

- the Class I directors will be , and , and their terms will expire at the annual meeting of stockholders to be held in 2011;
- the Class II directors will be , and , and their terms will expire at the annual meeting of stockholders to be held in 2012; and
- the Class III directors will be and , and their terms will expire at the annual meeting of stockholders to be held in 2013.

Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change of control at our company.

Our amended and restated certificate of incorporation will provide that the authorized number of directors may be changed only by resolution of the board of directors. In addition, our amended and restated certificate of incorporation and amended and restated bylaws will provide that our directors may be removed only for cause by the affirmative vote of the holders of at least a majority of the votes that all our stockholders would be entitled to cast in an annual election of directors. Any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office.

DIRECTOR INDEPENDENCE

Under Rule 5605 and Rule 5615(b) of The Nasdaq Stock Market, independent directors must comprise a majority of a listed company's board of directors within one year of listing. In addition, The Nasdaq Stock Market rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees be independent. Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Under Rule 5605(a)(2) of The Nasdaq Stock Market, a director will only qualify as an "independent director" if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. To be considered to be independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: (i) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries; or (ii) be an affiliated person of the listed company or any of its subsidiaries.

Our board of directors undertook a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our board of directors has determined that, with the exception of Dr. Patrick Gruber, our Chief Executive Officer, none of our directors has a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under 5605(a)(2) of The Nasdaq Stock Market. Our board of directors also determined Messrs. Bruce Smith, Stacy Smith and Carlos Cabrera who comprise our audit committee, Mr. Shai Weiss and Drs. Ganesh Kishore and Ron Commander who comprise our compensation committee, and Messrs. Bruce Smith, Carlos Cabrera and Shai Weiss, who comprise our nominating and governance committee, satisfy the independence standards for those committees established by applicable SEC and The Nasdaq Stock Market rules. In making this determination, our board of directors considered the relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director.

BOARD COMMITTEES

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, each of which will have the composition and responsibilities described below upon the closing of this offering.

Audit committee

Our audit committee oversees our corporate accounting and financial reporting process. Among other matters, the audit committee appoints the independent registered public accounting firm; evaluates the independent registered public accounting firm's qualifications, independence and performance; determines the engagement of the independent registered public accounting firm; reviews and approves the scope of the annual audit and the audit fee; discusses with management and the independent registered public accounting firm the results of the annual audit and the review of our quarterly consolidated financial statements; approves the retention of the independent registered public accounting firm to perform any proposed permissible non-audit services; monitors the rotation of partners of the independent registered public accounting firm on our engagement team as required by law; reviews our consolidated financial statements and our management's discussion and analysis of financial condition and results of operations to be included in our annual and quarterly reports to be filed with the SEC; reviews our critical accounting policies and estimates; and annually reviews the audit committee charter and the committee's performance. The current members of our audit committee are Messrs. Bruce Smith, Stacy Smith and Carlos Cabrera, each of whom is a non-employee member of our board of directors. Mr. Bruce Smith serves as the chairman of the committee. Our board of directors has determined that all members of our audit committee meet the requirements for independence and financial literacy under the applicable rules and regulations of the SEC and The Nasdaq Stock Market. Our board of directors has determined that Mr. Bruce Smith is our audit committee financial expert, as that term is defined under the applicable rules of the SEC, and has the requisite financial sophistication as defined under the applicable rules and regulations of The Nasdaq Stock Market. Upon the closing of this offering, the audit committee will operate under a written charter that satisfies the applicable standards of the SEC and The Nasdaq Stock Market.

Compensation committee

Our compensation committee reviews and recommends policies relating to compensation and benefits of our officers and employees. The compensation committee reviews and approves corporate goals and objectives relevant to compensation of our Chief Executive Officer and other executive officers, evaluates the performance of these officers in light of those goals and objectives, and sets the compensation of these officers based on such evaluations. The compensation committee also recommends to our board of directors the issuance of stock options and other awards under our stock plans. The compensation committee will review and evaluate, at least annually, the performance of the compensation committee and its members, including compliance of the compensation committee with its charter. The current members of our compensation committee are Mr. Shai Weiss and Drs. Ganesh Kishore and Ron Commander, each of whom is a non-employee member of our board of directors. Mr. Weiss serves as the chairman of the committee. Our board of directors has determined that each of the members of our compensation committee is an independent or outside director under the applicable rules and regulations of the SEC, The Nasdaq Stock Market and the Internal Revenue Code of 1986, as amended, relating to compensation committee independence. Upon the closing of this offering, the compensation committee will operate under a written charter.

Nominating and corporate governance committee

The nominating and corporate governance committee is responsible for making recommendations to our board of directors regarding candidates for directorships and the size and composition of our board of directors. In addition, the nominating and corporate governance committee is responsible for overseeing our corporate governance policies and reporting and making recommendations to our board of directors concerning governance matters. The current members of our nominating and corporate governance committee are Messrs. Bruce Smith, Carlos Cabrera and Shai Weiss, each of whom is a non-employee member of our board of directors. Mr. Weiss serves as the chairman of the committee. Our board of directors has determined that each of the members of our nominating and corporate governance committee is an independent director under the applicable rules and regulations of the SEC and The Nasdaq Stock Market relating to nominating and corporate governance committee independence. Upon the closing of this offering, the nominating and corporate governance committee will operate under a written charter.

Code of business conduct and ethics

Our board of directors will adopt a code of business conduct and ethics in connection with this offering. The code will apply to all of our employees, officers (including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions), including directors and consultants. Upon the effectiveness of the registration statement of which this prospectus forms a part, the full text of our code of business conduct and ethics will be posted on our website at www.gevo.com. We expect that any amendments to the code, or any waivers of its requirements, will be disclosed on our website. The inclusion of our website address in this prospectus does not include or incorporate by reference the information on our website into this prospectus.

Corporate governance guidelines

Our board of directors has adopted corporate governance guidelines to be effective upon the closing of this offering to assist the board in the exercise of its duties and responsibilities and to serve the best interests of our company and our stockholders. Upon the closing of this offering, these guidelines, which provide a framework for the conduct of our board's business, will provide:

- that the board of directors' principal responsibility is to oversee the management of the company;
- criteria for board membership;
- that a majority of the members of the board shall be independent directors;
- limits on a board member's service on boards of directors of other public companies;
- for the appointment of a lead independent director;
- that the independent directors meet regularly in executive session;
- that at least annually, the board and its committees will conduct a self-evaluation; and
- that directors have complete access to all officers and employees.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

The members of our compensation committee are Mr. Shai Weiss and Drs. Ganesh Kishore and Ron Commander. None of the members of our compensation committee is or has been an officer or employee of our company or had any related person transactions involving us. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee (or other committee serving an equivalent function) of any entity that has one or more executive officers serving on our board of directors or compensation committee.

DIRECTOR COMPENSATION

In May 2010, our board of directors adopted standard director compensation policies. Under these policies, each of our non-employee directors who are not representatives of holders of our preferred stock are entitled to an annual cash retainer of $50,000, with an additional annual cash retainer of $10,000 for service as chair of our audit committee. In addition, we reimburse all of our directors for the reasonable expenses incurred in connection with their attendance at board or committee meetings. Each non-employee director who is not a representative of holders of our preferred stock is granted an initial option to purchase shares of our common stock valued at $125,000 and subsequent annual equity grants valued at $125,000, half of which will be paid in shares of restricted stock and half of which will be paid by the issuance of an option to purchase shares of our common stock. Prior to the adoption of this policy, none of our directors received cash compensation or option grants for their service on our board of directors, with the exception of payments made to former director Dr. Frances Arnold pursuant to a consulting agreement.

DIRECTOR COMPENSATION TABLE

The following table sets forth information regarding compensation earned by our non-employee directors during the fiscal year ended December 31, 2009.

Name	All Other Compensation ($)	Total ($)
Frances Arnold, Ph.D.(1)	33,375	33,375
Shai Weiss	—	—
Ganesh M. Kishore, Ph.D.	—	—
Véronique Hervouet	—	—
Stacy J. Smith(2)	—	—
Ron Commander, Ph.D.(3)	—	—
Bruce A. Smith(4)	—	—
Carlos A. Cabrera(5)	—	—

(1) Represents the aggregate amount paid to Dr. Arnold during fiscal year 2009 related to services provided under her consulting agreement. Dr. Arnold resigned as a director effective June 24, 2010.
(2) Mr. Stacy Smith was appointed to our board of directors in June 2010.
(3) Dr. Commander was appointed to our board of directors in May 2010.
(4) Mr. Bruce Smith was appointed to our board of directors in June 2010.
(5) Mr. Cabrera was appointed to our board of directors in June 2010.

EXECUTIVE COMPENSATION

Compensation discussion and analysis

The following discussion and analysis of compensation arrangements of our named executive officers for the fiscal year ended December 31, 2009 should be read together with the compensation tables and related disclosures set forth below. This discussion contains forward-looking statements that are based on our current plans, considerations, expectations and determinations regarding future compensation programs. Actual compensation programs that we adopt may differ materially from currently planned programs as summarized in this discussion.

Named executive officers

In this Compensation Discussion and Analysis, the individuals in the Summary Compensation Table set forth after this Compensation Discussion and Analysis are referred to as the “named executive officers.” Our named executive officers for the fiscal year ended December 31, 2009 are:

- Dr. Patrick R. Gruber, Chief Executive Officer
- Mark Smith, Chief Financial Officer
- Dr. Christopher Ryan, Executive Vice President, Business Development
- Dr. David Glassner, Executive Vice President, Technology
- Jack Huttner, Executive Vice President, Corporate Development and Public Affairs

Overview—compensation objectives

We have designed our compensation and benefits programs and philosophy to retain, attract and incentivize talented, qualified senior executives to effectively manage and promote the success of our company and to motivate them to pursue corporate objectives. Historically, as a private company, the mix of compensation elements was weighted towards equity elements due to cash capital constraints.

However, going forward we have set our compensation programs within an appropriate competitive framework that includes a mix of short-term and long-term components, cash and equity elements and fixed and contingent payments in proportions that we believe will provide appropriate incentives to reward our senior executives and management team. Within this overall philosophy, our objectives are to:

- engage a third-party consulting firm during fiscal year 2011 to work with our compensation committee to establish an appropriate peer group of companies, including our competitors, that we intend to compete with for executive talent and to offer a total compensation program that is benchmarked to be at or above the 75th percentile of such peer group;
- continue to align the financial interests of our executive officers with those of our stockholders by providing significant equity-based awards such as options and restricted stock, while balancing the competing concerns of limiting stockholder dilution and financial accounting compensation expense; and
- continue to use our performance-based approach to managing pay levels to foster a goal oriented, cooperative and highly motivated management team whose members have a clear understanding of business objectives and shared corporate values.

Compensation for each named executive officer is comprised of a cash-based short-term salary component, reviewed periodically and based on the individual performance of the executive, cash incentive payments based upon the achievement of corporate objectives established by our board of directors on an annual basis, and a long-term equity component providing long-term compensation based on company performance, as reflected in an increase or decrease in the value of the shares underlying such equity awards. We use the above objectives as a guide in establishing the compensation programs, practices and packages offered to our executive officers and in assessing the proper allocation between long- and short-term incentive compensation and cash and non-cash compensation. However, there is no pre-established policy or target for the allocation between long- and short-term incentive compensation and cash and non-cash compensation.

Historical role of our board of directors

From our formation until the appointment of directors to the compensation committee in September 2007, non-employee members of our board of directors reviewed and approved executive compensation and benefits policies, including the 2006 omnibus securities and incentive plan, or 2006 Plan. Our non-employee directors relied upon their own experiences as directors and officers at other technology companies and public companies that we expected to compete with as well as other subjective information collected from private, venture capital-backed companies in establishing appropriate levels of compensation for our executive officers.

Establishment of, and ongoing review by, our compensation committee

In September 2007, our board of directors established a compensation committee. The current members of our compensation committee are Mr. Shai Weiss and Drs. Ganesh Kishore and Ron Commander. Each of these individuals qualifies as (i) an “independent director” under the requirements of The Nasdaq Stock Market, (ii) a “non-employee director” under Rule 16b-3 of the Exchange Act, and (iii) an “outside director” under Section 162(m) of the Code. The compensation committee evaluates, approves, administers and interprets our executives’ compensation and benefit policies, including our annual executive incentive plan, 2006 Plan and 2010 stock incentive plan, which will become effective upon the closing of this offering, consistent with our compensation program and philosophy.

As a private company, our compensation committee has historically considered compensation data informally collected by the compensation committee members from various other private, venture capital-backed, development-stage companies, and from research of pay practices at similar companies. The committee has also relied on its members' business judgment and collective experience with respect to compensation practices at other companies in the technology industry. Our compensation committee determines subjectively what it believes to be the appropriate level and mix of the various compensation components.

Role of executive officers in compensation decisions

For executive officers other than our Chief Executive Officer, the compensation committee has historically sought and considered input from our Chief Executive Officer regarding such executive officers' responsibilities, performance and compensation. Specifically, our Chief Executive Officer recommends base salary increases, equity award levels and the performance goals that are used throughout our compensation plans, and advises the committee regarding the compensation program's ability to attract, retain and motivate executive talent. Our compensation committee has and exercises the ability to materially increase or decrease the compensation amounts recommended by our Chief Executive Officer. Our Chief Executive Officer is also involved in our executive compensation process by providing input on the performance targets for our compensation plan, including the relative weight to be assigned to each performance target, and presenting data regarding the impact of the executive compensation programs on our financial performance and statements. Our compensation committee routinely meets in executive session, and our Chief Executive Officer is not permitted to attend during sessions of the compensation committee and sessions of the board of directors where decisions are made regarding his compensation. Once our compensation committee has established our peer group, it is our intention to rely on market parameters for the initial determination of various elements of our executives' compensation and to set such initial compensation so that it is at or above the 75th percentile of such peer group, with the compensation committee making adjustments down or up from such market-based determination based, in part, on input from our Chief Executive Officer.

Executive compensation program

Components of our compensation program

Our executive compensation program consists of five components: base salary; annual incentive bonuses; equity-based incentives; benefits; and severance/change of control protection. These components allow us to reward performance throughout the fiscal year and to provide an incentive for executives to appropriately balance their focus on short-term and long-term strategic goals. The compensation committee believes that this set of components is effective and will continue to be effective in achieving the objectives of our compensation program and philosophy. We use short-term compensation, including base salary and annual incentive bonuses, to motivate and reward our key executives on a day-to-day basis in accordance with our general compensation philosophy, which focuses on rewarding performance. Our compensation committee has established a program to set and refine strategic objectives, and to measure performance against those objectives. The compensation committee meets at least annually to evaluate and refine such program. We are in the process of implementing an annual review process to measure and provide feedback on individual performance as it relates to the goals we wish to achieve for the company as a whole and each employee individually. The review will assess various combinations of the following factors:

- overall financial performance;
- overall and functional unit expense controls;

- achievement of objectives established during the prior review, including specified cost metrics;
- assessment of professional effectiveness, consisting of a portfolio of competencies that include leadership, commitment, creativity and team accomplishment; and
- experience, knowledge, skills and attitude, focusing on capabilities, capacity and willingness to learn.

Our compensation program seeks to balance each named executive officer's focus between company goals and individual performance. Since the creation of the compensation committee, base salaries, incentive bonuses and equity awards are set based on a combination of corporate objectives and individual performance determined on a subjective, case-by-case basis, and generally have been based on a subjective evaluation by the compensation committee and the Chief Executive Officer, when appropriate, of each individual's contributions. Historically, bonus achievements and certain equity grants were awarded based on a combination of corporate objectives and individual performance. We expect to continue this practice with respect to our executives' bonus opportunities so that we can foster a culture of individual high performance with a focus on, and awareness of, the impact on overall company success. The compensation committee applies the same compensation philosophy and standards for each named executive officer, including our Chief Executive Officer. However, compensation levels inevitably vary among the named executive officers because the compensation committee considers individual and corporate factors, as well as the personal knowledge of our compensation committee members with respect to the compensation of similarly situated individuals at companies with which we compete for talent and at companies in the technology industry for whom our committee members also serve on the compensation committee, in order to determine the appropriate level of compensation for each named executive officer. Consequently, if there are differences in the amount or type of compensation paid among the named executive officers, including the Chief Executive Officer, such differences are due primarily to a similar disparity among positions within other companies generally known to our compensation committee members, as well as other factors such as a named executive officer's tenure and individual performance.

We use equity-based incentives to align the interests of our senior executives with those of our stockholders and to promote a longer term performance perspective and positive progress toward achieving our long-term strategy. Total equity ownership for our named executive officers is reviewed at least annually and the data from this review is used as part of the evaluation in determining the appropriate amount of additional grants of equity-based awards.

Finally, we use benefits and change of control and severance arrangements as a means of retaining our employees and reducing the degree to which the possible loss of employment might affect our executive's willingness to take risk and/or pursue strategic relationships and transactions that, while potentially beneficial to our stockholders, might result in the termination of the executive's employment.

Our executives' total compensation may vary significantly year to year based on company, functional area and individual performance. Further, the value of equity awards made to our senior executives will vary in value based on our stock price performance.

Weighting of elements in our compensation program

The allocation among each compensation element is based on a subjective determination by the compensation committee of the importance of each element in meeting our overall objectives. In general, we seek to put a significant amount of each executive's total potential compensation "at risk" based on corporate and individual performance. We believe that, as is common in the technology sector, stock option and other equity-based awards are a significant compensation-related motivator in attracting and retaining employees and that salary and bonus levels are, in many instances, secondary considerations to many employees, particularly at the executive and managerial levels.

Base salary

We provide a base salary to our named executive officers and other employees to compensate them for services rendered on a day-to-day basis during the fiscal year. Base salary will typically be used to recognize the experience, skills, knowledge and responsibilities required of each named executive officer, and should reflect the overall sustained performance and contributions to us over time. For newly hired executive officers, the compensation committee considers the base salary of the individual at his or her prior employment and any unique personal circumstances that motivated the executive to leave that prior position and join us. Once base pay levels are initially determined, increases in base pay are generally made as appropriate to recognize specific performance achievements.

In 2010, in consideration of the achievements of the company in securing additional private equity financing and the company's planned initial public offering, the compensation committee approved executive base salary increases which were deemed to be competitive and consistent with the performance of the executive team and the growth of our company. These salary increases are reflected in the employment agreements that we entered into with each of Drs. Gruber, Ryan and Glassner and Mr. Smith in June 2010, and Mr. Huttner in August 2010, which will become effective upon the closing of this offering. None of our executives is currently party to an employment agreement that provides for automatic or scheduled increases in base salary. However, on a periodic basis, base salaries for our executives, together with other components of compensation, are evaluated.

The following table sets forth information regarding base salaries for fiscal year 2009 and the new base salaries that will become effective upon the consummation of this offering for our named executive officers:

Name of executive officer	2009 base salary rate	New base salary rate (effective upon the closing of this offering)
Patrick R. Gruber, Ph.D.	$350,000	$ 500,000
Mark Smith	275,000	325,000
Christopher Ryan, Ph.D.	285,000	325,000
David Glassner, Ph.D.	230,000	300,000
Jack Huttner	235,000	300,000

Annual incentive bonuses

Our compensation philosophy with respect to annual incentive bonuses is consistent with our overall compensation program philosophy. The annual incentive bonus is directed at tying individual compensation to both corporate and individual performance while maintaining market-competitive compensation. Performance, as measured against individual and corporate goals, directly affects the level of bonus payment.

In June 2009, our compensation committee adopted the 2009 incentive bonus plan, under which the annual incentive bonus targets set forth below were used along with corporate and individual performance targets set by our compensation committee and our Chief Executive Officer (except that individual performance targets for our Chief Executive Officer are set exclusively by members of our compensation committee).

Management

For 2009, our compensation committee retained the same target bonus percentages as in 2008 for Dr. Gruber, Dr. Glassner, and Mr. Smith. Each of Dr. Ryan and Mr. Huttner joined our company during fiscal year 2009. In setting Dr. Ryan's and Mr. Huttner's target bonus percentages, our compensation committee considered the target bonus percentages of executives having a similar level of responsibility within our company. The table below sets forth the annual incentive bonus target for each of our named executive officers who were eligible to receive a bonus in 2009:

Name of executive officer	2009 bonus target (as % of 2009 base salary)
Patrick R. Gruber, Ph.D.	21.4%
Mark Smith	30.0
Christopher Ryan, Ph.D.(1)	30.0
David Glassner, Ph.D.	30.0
Jack Huttner(2)	30.0

(1) Since Dr. Ryan joined us in June 2009, his actual annual incentive bonus for 2009 was prorated based on the number of days he worked for us during the year.

(2) Since Mr. Huttner joined us in August 2009, his actual annual incentive bonus for 2009 was prorated based on the number of days he worked for us during the year.

For 2009, our compensation committee, with input from our Chief Executive Officer, established five categories of corporate performance targets: (i) targets related to the company's biocatalyst development, including targets related to isobutanol concentration and isobutanol yield, represented 30% of the total company performance factor, (ii) targets related to the company's production capabilities, including use of the company's second-generation biocatalyst in production at the company's demo plant and advancements in the production of renewable hydrocarbon products, represented 30% of the total company performance factor, (iii) commercialization targets related to the company's efforts to acquire access to existing ethanol plants for retrofit and negotiation of future supply agreements represented 25% of the total company performance factor, (iv) targets related to maintenance of the company's intellectual property represented 5% of the total company performance factor, and (v) targets based on the company's financial performance represented 10% of the total company performance factor.

Under the 2009 incentive bonus plan, no bonus is payable if the company fails to achieve at least 25% of one of the corporate performance targets. The maximum company performance factor achievement level is 100%, which would mean that the company achieved at least 100% of each of its corporate performance targets. If the company were to achieve at least 100% of each of its corporate performance targets, each named executive officer would be entitled to receive his full target bonus percentage.

Our compensation committee retains discretion to approve payments in excess of the target amounts to named executive officers, as appropriate, based on their achievement of individual goals established for each executive by the Chief Executive Officer (or, in the case of individual goals for the Chief Executive Officer, the compensation committee). These individual goals are established based on the Chief Executive Officer's (or in the case of individual goals for the Chief Executive Officer, the compensation committee's) evaluation of each executive's position within the company, the corporate targets over which that executive has control or influence and the market practices of other technology companies. Examples of individual goals include achieving departmental budgets, meeting testing objectives, achieving technical milestones, meeting business development goals and achieving or maintaining a professional standard. The determination of whether and to what extent a specific executive officer has achieved his individual goals and the amount of additional bonus, if any, to be paid is made by the Chief

Executive Officer (or the compensation committee in the case of the Chief Executive Officer). Any such determinations made by the Chief Executive Officer are subject to review and approval by the compensation committee.

The following formula can be used to calculate the incentive bonus payment to be made to a named executive officer:

Bonus Amount = (Base Salary) x (Target Percentage) x (Company Performance Factor) + (Discretionary Individual Performance Bonus, if any)

In January 2010, our compensation committee determined that the company's second-generation biocatalyst had achieved 100% of its bonus target for isobutanol concentration and an incremental 57% of its bonus target for isobutanol yield. These combined achievement levels yielded a performance factor related to biocatalyst development of 25.7%, out of a possible 30%. Due to the company's success in demonstrating the production of isobutanol at the demonstration facility in St. Joseph, Missouri using its first-generation biocatalyst, the compensation committee determined that the company's bonus targets related to production capability had been achieved at levels yielding a performance factor of 17.5%, out of a possible 30%. Based on the company's progress in negotiating future supply agreements with potential commercialization partners and securing access to existing ethanol facilities for retrofit, the compensation committee determined that the company's bonus targets related to commercialization had been achieved at levels yielding a performance factor of 5%, out of a possible 25%. Additionally, the compensation committee determined that the company successfully achieved its bonus targets related to maintenance of the company's intellectual property, yielding a performance factor of 5%, out of a possible 5%, and all of its bonus targets related to financial performance, yielding a performance factor of 10%, out of a possible 10%. When combined, the company performance factor was 63.2%, out of a possible 100%. Our compensation committee further determined that only our Chief Executive Officer, Dr. Gruber, was entitled to receive an individual performance bonus.

Name of Executive Officer	Bonus Target (Base Salary x Target %) ($)	2009 Individual Performance Factor (%)	Individual Bonus ($)	Bonus Payment ($)
Patrick R. Gruber, Ph.D.	75,000	63.2	27,600	75,000
Mark Smith	82,500	63.2	—	52,140
Christopher Ryan, Ph.D.(1)	85,500	63.2	—	29,461
David Glassner, Ph.D.	69,000	63.2	—	43,608
Jack Huttner(2)	70,500	63.2	—	14,893

(1) Since Dr. Ryan joined us in June 2009, his actual annual incentive bonus for 2009 was prorated based on the number of days he worked for us during the year.

(2) Since Mr. Huttner joined us in August 2009, his actual annual incentive bonus for 2009 was prorated based on the number of days he worked for us during the year.

Management

In June 2010, we entered into employment agreements with each of Drs. Gruber, Ryan and Glassner and Mr. Smith which will become effective upon the closing of this offering. In August 2010, we entered into an employment agreement with Mr. Huttner, which will become effective upon the closing of this offering. These agreements will supersede and terminate the employment and offer letter agreements that we had previously entered into with these named executive officers. Under the terms of the new employment agreements, each executive is entitled to receive an annual incentive bonus based on the achievement of certain business goals set by our board of directors on an annual basis. Under the terms of the new employment agreements, the annual incentive bonus targets for our named executive officers are as follows:

Name of executive officer	Incentive bonus target (as a % of base salary)
Patrick R. Gruber, Ph.D.	50.0%
Mark Smith	40.0
Christopher Ryan, Ph.D.	40.0
David Glassner, Ph.D.	30.0
Jack Huttner	30.0

In addition to the annual incentive bonus, the new employment agreements provide that additional bonus amounts may be paid, at the discretion of our board of directors, to reflect each executive's contributions to the accomplishment of our long-range business goals, the success of the corporate strategies in which the executive participates and the unique services that the executive provides in connection with increasing stockholder value.

We believe that our annual incentive bonus plans help to attract and motivate our executives, and to align the compensation payable to our executives with our corporate objectives, thereby maximizing stockholder value. By evaluating our bonus program for executives each fiscal year, we believe we provide sufficient and attainable incentives for our executives that align with both our financial and nonfinancial goals.

Equity incentive compensation

We believe that our long-term performance is best facilitated through a culture of executive ownership that encourages long-term investment by our executive officers in our equity, thereby better aligning the executives' interests with the interests of our stockholders. To encourage this ownership culture, we typically make an initial equity award of stock options to new employees and periodic grants at other times, as approved by our board of directors. As a private company, our compensation committee has historically recommended, and our board of directors has historically approved, all equity grants to our employees including our executive officers. These grants have an exercise price that is at least equal to the fair market value of our common stock on the date of grant, as determined by our board of directors. Grants of options in 2009 were typically subject to a four-year vesting schedule with 1/4th of the grant vesting upon the first anniversary of the vesting commencement date and the remainder of the shares vesting at a rate of 1/48th of the total shares subject to the option each month after the vesting commencement date, subject to the continued service of the executive officer. Vesting commencement dates generally correlate to the date of hire, date of promotion or date of grant. In keeping with our market-competitive philosophy, our compensation committee established the foregoing vesting schedules for 2009 because it determined such vesting represents market practice in our industry based on their experience.

The size of the initial stock option award is determined based on the executive's position with us and takes into account the executive's base salary and other compensation. The initial stock option awards are intended to provide the executive with an incentive to build value in the organization over an extended period of time while remaining consistent with our overall compensation philosophy.

Management

In connection with their commencement of employment with our company in 2009, each of Dr. Ryan and Mr. Huttner was granted an initial stock option to purchase 175,000 and 140,000 shares of our common stock, respectively, for an exercise price of $2.70, which our board of directors determined was the per share fair market value of our common stock as of the date of grant. The size of these initial grants was determined through arm's length negotiations between us and each of Dr. Ryan and Mr. Huttner in connection with the commencement of their employment with us. The vesting commencement date associated with each of these awards correlates to their respective date of hire. Each of these awards vests and becomes exercisable according to the following schedule: 1/4 of the shares vest on the one-year anniversary of the vesting commencement date and the remainder of the shares vest at a rate of 1/48th of the total shares subject to the option each month thereafter, subject to their continued service.

Our compensation committee considers a number of factors in determining the amount of periodic equity incentive awards, if any, granted to our executives, including:

- internal equity among executives;
- the number of shares subject to outstanding options, both vested and unvested, held by our executives;
- the vesting schedule of the unvested stock options held by our executives;
- whether each executive's equity holdings provide adequate incentive and retention value;
- individual performance;
- tenure with the company; and
- the nature of each executive's role at our company.

In November 2009, our named executive officers received the following stock option grants, each with an exercise price of $2.70 per share: Dr. Gruber (242,790), Mr. Smith (15,000) and Dr. Glassner (67,000). In June 2010, our named executive officers received the following stock option grants, each with an exercise price of $10.07 per share: Dr. Gruber (105,000), Dr. Glassner (24,000), Dr. Ryan (44,000) and Mr. Smith (19,500). The size of each grant was based on the compensation committee's consideration of the factors listed above, as well as compensation data informally collected by the compensation committee members from various other private, venture capital-backed, development-stage companies, and from research of pay practices at similar companies. Similar to our initial stock option grants, these grants are intended to continue to provide the executive with an incentive to build value in the organization over an extended period of time while remaining consistent with our overall compensation philosophy.

In June 2010, we entered into employment agreements with each of Drs. Gruber, Ryan and Glassner and Mr. Smith which will become effective upon the closing of this offering. In August 2010, we entered into an employment agreement with Mr. Huttner, which will become effective upon the closing of this offering. These agreements will supersede and terminate the employment and offer letter agreements that we had previously entered into with these named executive officers. Under the terms of the new employment agreements, each executive is entitled to receive an annual equity incentive award consisting of restricted stock and/or stock options. The new employment agreements with our named executive officers provide for annual equity incentive awards with the following fair market values on the date of grant:

Name of executive officer	Annual equity incentive award
Patrick R. Gruber, Ph.D.	$ 600,000
Mark Smith	200,000
Christopher Ryan, Ph.D.	200,000
David Glassner, Ph.D.	75,000
Jack Huttner.	65,000

As a privately owned company, there has been no market for our common stock. Accordingly, in 2009 and 2010, we had no program, plan or practice pertaining to the timing of stock option grants to executive officers coinciding with the release of material nonpublic information. The compensation committee intends to adopt a formal policy regarding the timing of grants in connection with this offering.

Benefits

We provide the following benefits to our named executive officers on the same basis provided to all of our employees:

- health, dental and vision insurance;
- life insurance, short- and long-term disability, accidental death and dismemberment;
- a 401(k) plan; and
- a medical and dependent care flexible spending account.

We believe these benefits are consistent with companies with which we compete for employees.

Severance/termination-based compensation

Our compensation committee provides our executives with termination protection when it determines that such protection is necessary to attract or retain an executive. In June 2010, we entered into employment agreements with each of Drs. Gruber, Ryan and Glassner and Mr. Smith which will become effective upon the closing of this offering. In August 2010, we entered into an employment agreement with Mr. Huttner which will become effective upon the closing of this offering. These agreements will supersede and terminate the employment and offer letter agreements that we had previously entered into with these named executive officers. Under the terms of the new employment agreements, each executive officer will be entitled to receive severance payments and benefits in the event that he is terminated without cause or resigns for good reason. The new employment agreements also provide payments to these named executive officers in the event of a change of control and provide for certain benefits in the event that an executive is terminated upon or within 90 days following a change of control.

The severance payments and benefits that are payable under these agreements are further described below in the sections entitled “Employment Arrangements” and “Potential Payments upon Termination or Change of Control.”

Tax considerations

Section 162(m) of the Code, generally disallows a tax deduction for compensation in excess of $1.0 million paid to certain named executive officers. Qualifying performance-based compensation is not subject to the deduction limitation if specified requirements are met. We generally intend to structure the performance-based portion of our executive compensation, when feasible, to comply with exemptions in Section 162(m) so that the compensation remains tax deductible to us. However, our board of directors may, in its judgment, authorize compensation payments that do not comply with the exemptions in Section 162(m) when it believes that such payments are appropriate to attract and retain executive talent.

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2009 SUMMARY COMPENSATION TABLE

The following table summarizes the compensation earned by our Chief Executive Officer, Chief Financial Officer and each of our three other most highly compensated executive officers during the year ended December 31, 2009. We refer to these officers in this prospectus as our named executive officers.

Name and principal position	Year	Salary ($)(1)	Option awards ($)(2)	Non-equity incentive plan compensation ($)(3)	All other compensation ($)	Total ($)
Patrick R. Gruber, Ph.D. *Chief Executive Officer, Director*	2009	363,462	427,820	75,000	57,025(6)	923,307
Mark L. Smith *Chief Financial Officer*	2009	285,577	26,904	52,140	10,577(7)	375,198
Christopher Ryan, Ph.D.(4) *Executive Vice President, Business Development*	2009	153,462	318,028	29,461	286,210(8)	787,161
David A. Glassner, Ph.D. *Executive Vice President, Technology*	2009	238,846	118,188	43,608	11,962(9)	412,604
Jack Huttner(5) *Executive Vice President, Corporate Development and Public Affairs*	2009	76,827	255,486	14,893	—	347,206

(1) For information regarding the annual salary rate of the named executive officers, see “Employment Arrangements” below. We pay salary to our employees on a bi-weekly basis and, in calendar year 2009, we made 27 such bi-weekly payments, so certain of the named executive officers received aggregate salary payments in calendar year 2009 that exceeded their annual salary rate.

(2) The amounts in the “Option Awards” column reflect the aggregate grant date fair value of awards granted during each respective year for each named executive officer, in accordance with SFAS 123R, assuming no forfeitures. The assumptions, other than forfeitures, used by us with respect to the valuation of option awards are set forth in Note 1 to our financial statements included elsewhere in this prospectus.

(3) The base bonuses earned on the basis of performance relative to target bonus metrics in calendar year 2009 have been reported in this column as non-equity incentive plan compensation. See “Executive Compensation—Compensation Discussion and Analysis” above for a discussion of how the bonus program worked in operation. See also “Grants of Plan-Based Awards in Fiscal Year 2009” under the column “Estimated Possible Payouts Under Non-Equity Incentive Plan Awards” for the amounts named executive officers were eligible to earn at target in fiscal 2009. Our board of directors retained discretion to approve payments in excess of the target amounts. The dollar amounts reported in this column were paid out as cash payments in January 2010.

(4) Dr. Ryan joined us in June 2009. The salary reflected for Dr. Ryan represents actual salary earned from employment with us in 2009, which was based on an annual base salary of $285,000.

(5) Mr. Huttner joined us in August 2009. The salary reflected for Mr. Huttner represents actual salary earned from employment with us in 2009, which was based on an annual base salary of $235,000.

(6) Represents $12,250 for company match on 401(k) plan, $25,154 for payments to maintain a corporate apartment, $11,344 for gross-up tax assistance provided and $8,277 for other personal benefits.

(7) Represents $10,577 for company match on 401(k) plan.

(footnotes continued on following page)

(8) Represents $3,837 for company match on 401(k) plan, $12,214 for gross-up tax assistance provided and $270,159 in relocation assistance. $52,954 of the relocation assistance represents costs paid for Dr. Ryan's moving expenses and relocation costs. The remaining $217,205 of relocation assistance is for amounts paid to a relocation company in connection with the sale of Dr. Ryan's house. The relocation company purchased Dr. Ryan's house in 2009 and sold it in 2010. We initially paid the relocation company $312,498 as an estimate of the difference between the purchase price they paid and the sales price they would receive, plus sales, carrying and other costs for the house. When the relocation company sold the house in 2010, the actual difference between the purchase price and sales price, plus sales, carrying and other costs for the house was only $217,205, and the relocation company refunded our overpayment of $95,293.

(9) Represents $11,962 for company match on 401(k) plan.

GRANTS OF PLAN-BASED AWARDS IN 2009 TABLE

All options granted to our named executive officers are non-statutory stock options. The exercise price per share of each option granted to our named executive officers was determined to be equal to at least the fair market value of our common stock by our board of directors on the date of the grant. All options were granted under our 2006 omnibus securities and incentive plan, as amended, as described below in the section entitled "Employee Benefit and Stock Plans—2006 omnibus securities and incentive plan, as amended."

The following table shows information regarding grants of equity awards during the year ended December 31, 2009 to each of our named executive officers.

		Estimated possible payouts under non-equity incentive plan awards($)(1)					
Name	Grant date	Threshold	Target	Maximum	All other option awards; number of securities underlying options (#)	Exercise or base price of option awards ($/share)	Grant date fair value of option awards ($)(2)
Patrick R. Gruber, Ph.D.	—	938	75,000	75,000			
	11/16/2009				242,790	2.70	1.76
Mark Smith	—	1,031	82,500	82,500			
	11/16/2009				15,000	2.70	1.79
Christopher Ryan, Ph.D.	—	534	46,615	46,615			
	11/16/2009				175,000	2.70	1.82
David Glassner, Ph.D.	—	250	69,000	69,000			
	11/16/2009				67,000	2.70	1.76
Jack Huttner	—	367	23,564	23,564			
	11/16/2009				140,000	2.70	1.82

(1) Represents awards granted under our 2009 cash incentive bonus program, which were based on achievement of certain milestones in fiscal year 2009. These columns show the awards that were possible at the threshold, target and maximum levels of performance, prorated for named executive officers that joined us during fiscal year 2009. The column titled "Non-Equity Incentive Plan Compensation" in the Summary Compensation Table shows the actual awards earned in fiscal year 2009 by our named executive officers under the 2009 cash incentive bonus program. These amounts were paid in January 2010.

(2) The amount set forth in the "Grant Date Fair Value of Option Awards" column are the per share full grant date fair value of the award determined in accordance with ASC Topic 718. The valuation assumptions used in determining such amounts are described in Note 1 to our consolidated financial statements included in this prospectus.

OUTSTANDING EQUITY AWARDS AT 2009 FISCAL YEAR-END

The following table shows grants of stock options outstanding on December 31, 2009, the last day of our fiscal year, to each of our named executive officers.

	Option awards					
Name	Grant date	Vesting commencement date(1)	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Option exercise price ($)	Option expiration date
Patrick R. Gruber, Ph.D.	5/2/2007	5/2/2007(2)	182,478	170,705	0.46	5/2/2017
	7/1/2008	7/1/2008(3)	114,735	209,224	1.16	7/1/2018
	11/16/2009	5/2/2007(3)	156,802	85,988	2.70	11/16/2019
Mark Smith	12/04/2008	11/5/2008	33,854	91,146	1.16	12/04/2018
	11/16/2009	11/5/2008	4,063	10,937	2.70	11/16/2019
Christopher Ryan, Ph.D.	11/16/2009	6/15/2009	0	175,000	2.70	11/16/2019
David Glassner, Ph.D.	9/18/2007	7/23/2007	53,346	34,950	0.49	9/18/2017
	8/11/2008	7/23/2007	12,083	7,917	1.16	8/11/2018
	11/16/2009	7/23/2007	40,479	26,521	2.70	11/16/2019
Jack Huttner	11/16/2009	8/31/2009	0	140,000	2.70	11/16/2019

(1) Unless otherwise noted, each option vests as to 1/4th of the total number of shares subject to the option on the first anniversary of the vesting commencement date, and 1/48th of the total number of shares subject to the option shall vest monthly thereafter until all shares are vested. Vesting is accelerated in certain situations. See the section entitled “Employment Arrangements” below.

(2) Each option vests as to 1/5th of the total number of shares subject to the option on the first anniversary of the vesting commencement date, and 1/60th of the total number of shares subject to the option shall vest monthly thereafter until all shares are vested. Vesting is accelerated in certain situations. See the section entitled “Employment Arrangements” below.

(3) 1/48th of the total number of shares subject to the option shall vest monthly after the vesting commencement date until all shares are vested. Vesting is accelerated in certain situations. See the section entitled “Employment Arrangements” below.

OPTION EXERCISES IN 2009 TABLE

None of our named executive officers exercised stock options during 2009.

PENSION BENEFITS

We do not maintain any defined benefit pension plans.

NONQUALIFIED DEFERRED COMPENSATION

We do not maintain any nonqualified deferred compensation plans.

EMPLOYMENT ARRANGEMENTS

We had previously entered into an employment agreement with Dr. Gruber and offer letter agreements with each of our other named executive officers. In connection with this offering, we have entered into new employment agreements with each of our named executive officers to take effect upon the consummation of this offering.

Patrick Gruber, Ph.D.

On July 1, 2008, we entered into an employment agreement with Dr. Patrick Gruber, our Chief Executive Officer and a member of our board of directors, which provided for an annual base salary of $350,000, and an incentive bonus of up to $75,000 per year based on his achievement of certain milestones determined by our board of directors on an annual basis. Pursuant to that employment agreement, Dr. Gruber was granted options to purchase 323,959 shares of our common stock under the 2006 Plan.

On June 4, 2010, we entered into a new employment agreement with Dr. Gruber, which will become effective upon the closing of this offering. This agreement will supersede and terminate Dr. Gruber's previous employment agreement upon the closing of this offering. Under the new employment agreement, Dr. Gruber's base salary is $500,000 per year, subject to annual review and adjustment by our board of directors. Dr. Gruber is eligible to receive an annual bonus of up to 50% of his base salary based on the achievement of certain business goals set by our board of directors on an annual basis, and may receive additional bonus amounts at the discretion of our board of directors. Pursuant to the terms of the new employment agreement, Dr. Gruber is eligible to receive an annual incentive award with a fair market value equal to $600,000 on the date of grant, consisting of restricted stock and/or stock options, and may receive additional stock awards at the discretion of our board of directors, not to exceed $850,000 for the first year. Dr. Gruber is also entitled to participate in or receive benefits under all of our existing and future incentive programs and will continue to be eligible to participate in all employee benefit plans, including retirement plans, health care plans and fringe benefit plans, that are afforded generally to our executive officers.

If Dr. Gruber's employment is terminated as a result of his disability or death, he or his estate will be entitled to receive his full base salary through the date of termination as well as an additional lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination. If Dr. Gruber's employment is terminated without cause (other than by death or disability), or if he terminates his employment with us for good reason, he will be entitled to receive his full base salary through the date of termination, a bonus equal to the average of the annual bonuses paid to him in each of the three years preceding the termination, prorated to the date of termination, and a lump-sum payment equal to two years of his base salary then in effect plus 200% of his eligible bonus for the preceding year. Additionally, Dr. Gruber and his family will receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of 12 months following his termination date and, immediately prior to such termination date, all of his outstanding unvested stock options and other equity awards shall immediately vest. Cause is defined as Dr. Gruber's conviction of a felony, willful misconduct or dishonesty materially injurious to the company or a material failure to consistently discharge his duties under the employment agreement, unless resulting from his disability, provided that no act or failure to act will be considered willful if it is done, or omitted, in good faith and with the reasonable belief that such action or inaction was in the best interests of the company. Good reason is defined as a material diminishment of Dr. Gruber's base salary, authority, duties or responsibilities, a relocation without his consent that increases his one-way commute to work by at least fifty miles or a material breach by us of the employment agreement.

The new employment agreement also provides certain payments and benefits to Dr. Gruber in circumstances involving a change of control, as described below in the section entitled “Potential Payments upon Termination and Change of Control.”

Mark Smith

On October 2, 2008, we entered into an offer letter agreement with Mark Smith, our Chief Financial Officer, which provided for an annual base salary of $275,000 and a grant of options to purchase 125,000 shares of our common stock under the 2006 Plan.

On June 4, 2010, we entered into a new employment agreement with Mr. Smith, which will become effective upon the closing of this offering. This agreement will supersede and terminate Mr. Smith’s previous offer letter agreement upon the closing of this offering. Under the new employment agreement, Mr. Smith’s base salary is $325,000 per year, subject to annual review and adjustment by our board of directors. Mr. Smith is eligible to receive an annual bonus of up to 40% of his base salary based on the achievement of certain business goals set by our board of directors on an annual basis and may receive additional bonus amounts at the discretion of our board of directors. Pursuant to the terms of the new employment agreement, Mr. Smith is eligible to receive an annual incentive award with a fair market value equal to $200,000 on the date of grant, consisting of restricted stock and/or stock options, and may receive additional stock awards at the discretion of our board of directors, not to exceed $395,000 for the first year. Mr. Smith is also entitled to participate in or receive benefits under all of our existing and future incentive programs and will continue to be eligible to participate in all employee benefit plans, including retirement plans, health care plans and fringe benefit plans, that are afforded generally to our executive officers.

If Mr. Smith’s employment is terminated as a result of his disability or death, he or his estate will be entitled to receive his full base salary through the date of termination as well as an additional lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination. If Mr. Smith’s employment is terminated without cause (other than by death or disability), or if he terminates his employment with us for good reason, he will be entitled to receive his full base salary through the date of termination, a bonus equal to the average of the annual bonuses paid to him in each of the three years preceding the termination, prorated to the date of termination, and a lump-sum payment, equal to one year of his base salary then in effect plus 100% of his eligible bonus for the preceding year. Additionally, Mr. Smith and his family will receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of six months following his termination date and, immediately prior to such termination date, all of his outstanding unvested stock options and other equity awards shall immediately vest. The definitions of cause and good reason are consistent with the definitions set forth in our new employment agreement with Dr. Gruber, as described above.

The new employment agreement also provides certain payments and benefits to Mr. Smith in circumstances involving a change of control, as described below in the section entitled “Potential Payments upon Termination and Change of Control.”

Christopher Ryan, Ph.D.

On May 22, 2009, we entered into an offer letter agreement with Dr. Christopher Ryan, our Executive Vice President of Business Development, which provided for an annual base salary of $285,000 and a grant of options to purchase 168,000 shares of our common stock under the 2006 Plan. Dr. Ryan was actually granted options to purchase 175,000 shares of our common stock under the 2006 Plan, the additional options were issued due to subjective factors and to account for dilution based on the timing of the grant.

On June 4, 2010, we entered into a new employment agreement with Dr. Ryan, which will become effective upon the closing of this offering. This agreement will supersede and terminate Dr. Ryan's previous offer letter agreement upon the closing of this offering. Under the new employment agreement, Dr. Ryan's base salary is $325,000 per year, subject to annual review and adjustment by our board of directors. Dr. Ryan is eligible to receive an annual bonus of up to 40% of his base salary based on the achievement of certain business goals set by our board of directors on an annual basis and may receive additional bonus amounts at the discretion of our board of directors. Pursuant to the terms of the new employment agreement, Dr. Ryan is eligible to receive an annual incentive award with a fair market value equal to $200,000 on the date of grant, consisting of restricted stock and/or stock options, and may receive additional stock awards at the discretion of our board of directors, not to exceed $395,000 for the first year. Dr. Ryan is also entitled to participate in or receive benefits under all of our existing and future incentive programs and will continue to be eligible to participate in all employee benefit plans, including retirement plans, health care plans and fringe benefit plans, that are afforded generally to our executive officers.

If Dr. Ryan's employment is terminated as a result of his disability or death, he or his estate will be entitled to receive his full base salary through the date of termination as well as an additional lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination. If Dr. Ryan's employment is terminated without cause (other than by death or disability), or if he terminates his employment with us for good reason, he will be entitled to receive his full base salary through the date of termination, a bonus equal to the average of the annual bonuses paid to him in each of the three years preceding the termination, prorated to the date of termination, and a lump-sum payment, equal to one year of his base salary then in effect plus 100% of his eligible bonus for the preceding year. Additionally, Dr. Ryan and his family will receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of six months following his termination date and, immediately prior to such termination date, all of his outstanding unvested stock options and other equity awards shall immediately vest. The definitions of cause and good reason are consistent with the definitions set forth in our new employment agreement with Dr. Gruber, as described above.

The new employment agreement also provides certain payments and benefits to Dr. Ryan in circumstances involving a change of control, as described below in the section entitled "Potential Payments upon Termination and Change of Control."

David Glassner, Ph.D.

Upon joining the company, Dr. David Glassner, our Executive Vice President of Technology, received an annual base salary of $215,000 and a grant of options to purchase 88,296 shares of our common stock under the 2006 Plan. Dr. Glassner's annual base salary was increased to $230,000 in December 2008.

On June 4, 2010, we entered into a new employment agreement with Dr. Glassner, which will become effective upon the closing of this offering. Under the new employment agreement, Dr. Glassner's base salary is $300,000 per year, subject to annual review and adjustment by our board of directors. Dr. Glassner is eligible to receive an annual bonus of up to 30% of his base salary based on the achievement of certain business goals set by our board of directors on an annual basis and may receive additional bonus amounts at the discretion of our board of directors. Pursuant to the terms of the new employment agreement, Dr. Glassner is eligible to receive an annual incentive award with a fair market value equal to $75,000 on the date of grant, consisting of restricted stock and/or stock options, and may receive additional stock awards at the discretion of our board of directors, not to exceed $270,000 for the first year. Dr. Glassner is also entitled to participate in or receive benefits under all of our existing and future incentive programs and will continue to be eligible to participate in all employee benefit plans, including retirement plans, health care plans and fringe benefit plans, that are afforded generally to our executive officers.

If Dr. Glassner's employment is terminated as a result of his disability or death, he or his estate will be entitled to receive his full base salary through the date of termination as well as an additional lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination. If Dr. Glassner's employment is terminated without cause (other than by death or disability), or if he terminates his employment with us for good reason, he will be entitled to receive his full base salary through the date of termination, a bonus equal to the average of the annual bonuses paid to him in each of the three years preceding the termination, prorated to the date of termination, and a lump-sum payment, equal to one year of his base salary then in effect plus 100% of his eligible bonus for the preceding year. Additionally, Dr. Glassner and his family will receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of six months following his termination date and, immediately prior to such termination date, all of his outstanding unvested stock options and other equity awards shall immediately vest. The definitions of cause and good reason are consistent with the definitions set forth in our new employment agreement with Dr. Gruber, as described above.

The new employment agreement also provides certain payments and benefits to Dr. Glassner in circumstances involving a change of control, as described below in the section entitled "Potential Payments upon Termination and Change of Control."

Jack Huttner

On June 25, 2009, we entered into an offer letter agreement with Jack Huttner, our Executive Vice President of Corporate Development and Public Affairs, which provided for an annual base salary of $235,000. Pursuant to the offer letter agreement, Mr. Huttner was entitled to receive options to purchase 100,000 shares of our common stock under the 2006 Plan. Mr. Huttner was actually granted options to purchase 140,000 shares of our common stock under the 2006 Plan, the additional options were issued due to subjective factors and to account for dilution based on the timing of the grant.

On August 10, 2010, we entered into a new employment agreement with Mr. Huttner, which will become effective upon the closing of this offering. Under the new employment agreement, Mr. Huttner's base salary is $300,000 per year, subject to annual review and adjustment by our board of directors. Mr. Huttner is eligible to receive an annual bonus of up to 30% of his base salary based on the achievement of certain business goals set by our board of directors on an annual basis and may receive additional bonus amounts at the discretion of our board of directors. Pursuant to the terms of the new employment agreement, Mr. Huttner is eligible to receive an annual incentive award with a fair market value equal to $65,000 on the date of grant, consisting of restricted stock and/or stock options, and may receive additional stock awards at the discretion of our board of directors, not to exceed $260,000 for the first year. Mr. Huttner is also entitled to participate in or receive benefits under all of our existing and future incentive programs and will continue to be eligible to participate in all employee benefit plans, including retirement plans, health care plans and fringe benefit plans, that are afforded generally to our executive officers.

If Mr. Huttner's employment is terminated as a result of his disability or death, he or his estate will be entitled to receive his full base salary through the date of termination as well as an additional lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination. If Mr. Huttner's employment is terminated without cause (other than by death or disability), or if he terminates his employment with us for good reason, he will be entitled to receive his full base salary through the date of termination, a bonus equal to the average of the annual bonuses paid to him in each of the three years preceding the termination, prorated to the date of termination, and a lump-sum payment, equal to one year of his base salary then in effect plus 100% of his eligible bonus for the preceding year. Additionally, Mr. Huttner and his family will receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of six months following his termination date and, immediately prior to such termination date, all of his outstanding unvested stock options and other equity awards shall immediately vest. The definitions of cause and good reason are consistent with the definitions set forth in our new employment agreement with Dr. Gruber, as described above.

The new employment agreement also provides certain payments and benefits to Mr. Huttner in circumstances involving a change of control, as described below in the section entitled “Potential Payments upon Termination and Change of Control.”

POTENTIAL PAYMENTS UPON TERMINATION AND CHANGE OF CONTROL

In June 2010, we entered into new employment agreements with each of Drs. Gruber, Ryan and Glassner and Mr. Smith which will become effective upon the closing of this offering. In August 2010, we entered into a new employment agreement with Mr. Huttner, which will become effective upon the closing of this offering. These agreements will supersede and terminate the employment and offer letter agreements that we had previously entered into with these named executives. Under the new employment agreements, in the event of a change of control, each of these executives (if still employed by the company) is entitled to receive a lump-sum payment equal to two times the sum of his base annual salary in effect immediately prior to such change of control plus 100% of his eligible bonus for the year preceding the change of control. If upon or within ninety days after a change of control, any such executive is terminated without cause, or terminates his employment with us for good reason, he will keep the change of control payment described above and he and his family will be entitled to receive continued coverage under any company sponsored group health plan in which he was enrolled at the time of his termination for a period of six months following his termination date (or twelve months in the case of Dr. Gruber), but he will not be entitled to any other termination benefits. On the date any such executive becomes entitled to receive a change of control payment, all of his outstanding unvested stock options and other equity awards shall immediately vest. Change of control is defined as the acquisition by any person or group of all or substantially all of our assets through sale, lease, transfer, conveyance or other disposition, or the acquisition by any person or group of beneficial ownership of more than 40% of our outstanding voting stock.

Management

The following table summarizes the potential payments and benefits payable to each of Drs. Gruber, Ryan and Glassner and Messrs. Smith and Huttner upon (i) a termination of employment without cause or resignation for good reason and (ii) a change of control (no termination required), as well as the additional benefits available upon termination without cause or resignation for good reason upon or within 90 days after a change of control, in each case assuming that the new employment agreements with Drs. Gruber, Ryan and Glassner and Messrs. Smith and Huttner were in effect on December 31, 2009 and assuming that such termination and change of control, where applicable, occurred on December 31, 2009.

	Termination without cause or resignation for good reason				Change of control (no termination required)			Termination without cause or resignation for good reason upon or within 90 days after a change of control(1)
Name	Base salary ($)	Bonus ($)	Value of accelerated equity awards ($)(2)	Benefits ($)	Base salary ($)	Bonus ($)	Value of accelerated equity awards ($)(2)	Benefits ($)
Patrick R. Gruber, Ph.D.	1,000,000	500,000	704,584	21,674	1,000,000	500,000	704,584	21,674
Mark Smith	325,000	130,000	140,365	10,837	650,000	260,000	140,365	10,837
Christopher Ryan, Ph.D.	325,000	130,000	—	10,837	650,000	260,000	—	10,837
David Glassner, Ph.D.	300,000	90,000	89,432	10,837	600,000	180,000	89,432	10,837
Jack Huttner	300,000	90,000	—	10,837	600,000	180,000	—	10,837

(1) In the event that Drs. Gruber, Ryan or Glassner or Messrs. Smith or Huttner is terminated without cause or resigns for good reason upon or within 90 days after a change of control, he shall receive the following benefits in addition to the payments and accelerated vesting triggered by such change of control, but he will not be entitled to any other termination benefits.
(2) Amounts calculated based on the aggregate amount by which the fair market value of the common stock subject to unvested equity awards exceeded the aggregate exercise price of such awards as of December 31, 2009.

CONFIDENTIALITY INFORMATION, SECRECY AND INVENTION AGREEMENTS

Each of our named executive officers has entered into a standard form agreement with respect to confidential information, secrecy and inventions. Among other things, this agreement obligates each named executive officer to refrain from disclosing any of our proprietary information received during the course of employment and, with some exceptions, to assign to us any inventions conceived or developed during the course of employment.

EMPLOYEE BENEFIT AND STOCK PLANS

2010 Stock incentive plan

Background

Following our initial public offering, equity awards will occur only under our Gevo, Inc. 2010 stock incentive plan, hereinafter the 2010 Plan, which received stockholder approval on , 2010, and which will therefore become effective when our initial public offering closes. Our stockholders approved the 2010 Plan primarily in order to enable us to satisfy Nasdaq listing requirements, and to make awards that qualify as performance-based compensation that is exempt from the deduction limitation set forth under Section 162(m) of the Code. Section 162(m) generally limits the corporate income tax deduction to $1,000,000 annually for the nonperformance-based compensation paid to each of the Chief Executive Officer and the three other highest paid executive officers of the company (other than the CFO).

No awards under the 2010 Plan will occur before we complete our initial public offering. Although the amount and nature of future awards have not yet been determined, the 2010 Plan authorizes discretionary awards in the form of stock options, stock appreciation rights, or SARs, restricted shares or units, unrestricted shares, deferred share units, performance awards, and dividend equivalent rights. Our board of directors believes that the 2010 Plan will be an important factor in attracting, retaining and motivating employees, consultants and directors of the company and its affiliates, collectively referred to herein as eligible persons. Our board of directors believes that we need the flexibility, acting primarily through our compensation committee, both to have an ongoing reserve of common stock available for future equity-based awards, and to make future awards in a variety of forms.

Share reserve

Pursuant to the 2010 Plan, we may issue up to   shares of our common stock (with such total number of shares being adjusted for future stock splits, stock dividends, recapitalizations, and other similar transactions). The number of shares initially reserved for issuance pursuant to awards under the 2010 Plan will be increased by the number of shares of common stock that are subject to awards under the 2006 Plan as of the effective date that subsequently expire, or are forfeited, cancelled, settled, or become unexercisable without the issuance of shares. Likewise, the shares of our common stock that are subject to an award under the 2010 Plan that expires, or is forfeited, cancelled, settled or becomes unexercisable without the issuance of shares, will again be available for subsequent awards. In addition, future awards under the 2010 Plan may occur with respect to shares of our common stock that we refrain from otherwise delivering pursuant to an award as payment of either the exercise price of an award or applicable withholding and employment taxes. We do not expect to receive cash consideration for the granting of awards under the 2010 Plan. However, if a stock option were to be exercised, we would receive the exercise price for the shares being purchased, unless the exercise occurs pursuant to a cashless alternative that we approve.

Administration

Administration of the 2010 Plan will be carried out by our compensation committee, or by our board of directors if no such committee is appointed; provided that our board may act in lieu of the compensation committee at any time. Either our compensation committee or our board of directors may delegate its authority under the 2010 Plan to one or more officers but it may not delegate its authority with respect to making awards to individuals subject to Section 16 of the Exchange Act. As used in this summary, the term administrator means the compensation committee, or the board of directors or its delegate if acting in lieu of the committee. With respect to decisions involving an award intended to satisfy the requirements of section 162(m) of the Internal Revenue Code, the administrator is to consist solely of two or more directors who are “outside directors” for purposes of that Code section, and with respect to awards to individuals subject to Section 16 of the Exchange Act, the administrator is to consist solely of two or more directors who are “non-employee directors” within the meaning of Rule 16b-3 of the Exchange Act. The 2010 Plan provides that we and our affiliates will indemnify members of the administrative committee and their delegates against any claims, liabilities or costs arising from the good faith performance of their duties under the 2010 Plan. The 2010 Plan will release these individuals from liability for good faith actions associated with the 2010 Plan’s administration.

Subject to the terms of the 2010 Plan, the administrator has express authority to determine the eligible persons who will receive awards, the number of shares of our common stock to be covered by each award, and the terms and conditions of awards. The administrator has broad discretion to prescribe, amend and rescind rules relating to the 2010 Plan and its administration, to interpret and construe the 2010 Plan and the terms of all award agreements, and to take all actions necessary or advisable to administer the 2010 Plan. Within the limits of the 2010 Plan, the administrator may accelerate the vesting of any awards, allow the exercise of unvested awards, and may modify, replace, cancel or renew any awards. In addition, the administrator may buy-out, or replace, any award, including a stock option or SAR having an exercise price that is above the current fair market value of the underlying shares, with shareholder approval being generally required if options or SARs are granted or modified as part of a re-pricing.

Types of awards

The administrator may grant options that are intended to qualify as incentive stock options, which we refer to as ISOs, only to employees, and may grant all other awards to any eligible persons. Stock options granted under the 2010 Plan will provide award recipients, or participants, with the right to purchase shares of our common stock at a predetermined exercise price. The administrator may grant stock options that are intended to qualify as ISOs or that are not intended to so qualify, which we refer to as Non-ISOs. The 2010 Plan also provides that ISO treatment may not be available for stock options that become first exercisable in any calendar year to the extent the value of the shares that are the subject of the stock option exceed $100,000, based upon the fair market value of the shares of our common stock on the option grant date.

A SAR generally permits a participant who receives it to receive, upon exercise, cash and/or shares of our common stock equal in value to the excess of the fair market value, on the date of exercise, of the shares of our common stock with respect to which the SAR is being exercised, over the exercise price of the SAR for such shares. The administrator may grant SARs in tandem with options, or independently of them. SARs that are independent of options may limit the value payable on its exercise to a percentage.

The exercise price of ISOs, Non-ISOs and SARs may not be less than 100% of the fair market value, on the grant date, of the shares of our common stock subject to the award, although the exercise price of ISOs may not be less than 110% of such fair market value for participants who own more than 10% of our shares of common stock on the grant date. To the extent vested and exercisable in accordance with the agreement granting them, a stock option or SAR may be exercised in whole or in part, and from time to time during its term, subject to earlier termination relating to a holder’s termination of employment or service. With respect to stock options, unless otherwise provided in an award agreement, payment of the exercise price may be made in any of the following forms, or combination of them: cash or check in US dollars, certain shares of our common stock or a cashless exercise under a program the administrator approves.

The term over which participants may exercise stock options and SARs may not exceed 10 years from the date of grant; five years in the case of ISOs granted to employees who, at the time of grant, own more than 10% of our outstanding shares of common stock. During the term of the 2010 Plan, no participant may receive stock options and SARs that relate to more than 20% of the maximum number of shares of our common stock that are authorized for awards under the 2010 Plan.

Under the 2010 Plan, the administrator may grant restricted stock that is forfeitable until certain vesting requirements are met, may grant RSUs which represent the right to receive shares of our common stock after certain vesting requirements are met (or cash under certain circumstances), and may grant unrestricted shares as to which the participant's interest is immediately vested. For restricted awards, the 2010 Plan provides the administrator with discretion to determine the terms and conditions under which a participant's interests in such awards become vested. The 2010 Plan also authorizes awards of deferred share units in order to permit certain directors, officers, consultants or select members of management to defer their receipt of compensation that would otherwise be payable in cash or shares of our common stock, including shares that would otherwise be issued upon the vesting of restricted stock and RSUs. Deferred share units represent a future right to receive shares of our common stock.

Under the 2010 Plan, the administrator may grant performance-based awards in the form of performance units that the administrator may, or may not, designate as "performance compensation awards" that are intended to be exempt from Internal Revenue Code Section 162(m) limitations. In either case, performance units will vest and/or become payable based upon the achievement, within the specified period of time, of performance objectives applicable to the individual, us, or any affiliate. Performance units will be payable in shares of common stock, cash or some combination of the two, subject to an individual participant limit, per performance period, of $2,000,000 (determined at the time of award) and 20% of the maximum number of shares of our common stock that are authorized for awards under the 2010 Plan. The administrator will decide the length of performance periods, but the periods may not be less than one fiscal year.

With respect to performance compensation awards, the 2010 Plan requires that the administrator specify in writing the performance period to which the award relates, and an objective formula by which to measure whether and the extent to which the award is earned on the basis of the level of performance achieved with respect to one or more performance measures. Once established for a performance period, the performance measures and performance formula applicable to the award may not be amended or modified in a manner that would cause the compensation payable under the award to fail to constitute performance-based compensation under Internal Revenue Code Section 162(m). Under the 2010 Plan, the possible performance measures for performance compensation awards will be limited for one or more of the following, applied in total or on a per share basis: basic, diluted or adjusted earnings per share; sales or revenue; EBITDA, or earnings before interest, taxes and other adjustments; basic or adjusted net income; returns on equity, assets, capital, revenue or similar measure; economic value added; working capital; total stockholder return; product development, product market share, research, licensing, litigation, human resources, information services, mergers, acquisitions and sales of assets of affiliates or business units.

Each performance measure will be, to the extent applicable, determined in accordance with generally accepted accounting principles as consistently applied by us, or such other standard applied by the administrator and, if so determined by the administrator, and in the case of a performance compensation award, to the extent permitted under Internal Revenue Code Section 162(m), adjusted to omit the effects of extraordinary items, gain or loss on the disposal of a business segment, unusual or infrequently occurring events and transactions and cumulative effects of changes in accounting principles. Performance measures may vary from performance period to performance period, and from participant to participant, and may be established on a stand-alone basis, in tandem or in the alternative. As a condition to the issuance of shares of our common stock pursuant to awards, the 2010 Plan requires satisfaction of any applicable federal, state, local or foreign withholding tax obligations that may arise in connection with the award or the issuance of shares of our common stock.

Finally, the 2010 Plan authorizes the awarding of dividend equivalent rights to any eligible person. These rights may be independent of other awards, or attached to awards (other than stock options and SARs), and in all cases represent the participant's right to receive cash payments or additional Awards related to any dividends that we declare and pay to our stockholders during the term of the dividend equivalent right. Unless an award agreement provides otherwise, the distributions attributable to dividend equivalent rights that are attached to other awards shall occur when shares of our common stock are issued to settle the underlying award.

Awards may not be sold, pledged, assigned, hypothecated, transferred or disposed of other than by will or the laws of descent and distribution, except to the extent the administrator permits lifetime transfers to charitable institutions, certain family members, or related trusts, or as otherwise approved by the administrator.

Adjustments of awards

The administrator will equitably adjust the number of shares covered by each outstanding award, and the number of shares that have been authorized for issuance under the 2010 Plan, but as to which no awards have yet been granted or that have been returned to the 2010 Plan upon cancellation, forfeiture, or expiration of an award, as well as the price per share covered by each such outstanding award, to reflect any increase or decrease in the number of issued shares resulting from a stock split, reverse stock split, stock dividend, combination, recapitalization or reclassification of the shares of our common stock, or any other increase or decrease in the number of issued shares effected without receipt of consideration by us. In the event of any such transaction or event, the administrator may provide in substitution for any or all outstanding options under the 2010 Plan such alternative consideration, including securities of any surviving entity, as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all options so replaced. In any case, such substitution of securities will not require the consent of any person who is granted options pursuant to the 2010 Plan.

Change in control

In addition, in the event or in anticipation of a change in control, as defined in the 2010 Plan, the administrator may at any time in its sole and absolute discretion and authority, without obtaining the approval or consent of our stockholders or any participant with respect to his or her outstanding awards, except to the extent an award provides otherwise, take one or more of the following actions: (i) arrange for or otherwise provide that each outstanding award will be assumed or substituted with a substantially equivalent award by a successor corporation or a parent or subsidiary of such successor corporation; (ii) accelerate the vesting of awards for any period, and may provide for termination of unexercised options and SARs at the end of that period, so that awards shall vest (and, to the extent applicable, become exercisable) as to the shares of our common stock that otherwise would have been unvested and provide that our repurchase rights with respect to shares of our common stock issued upon exercise of an award shall lapse as to the shares of our common stock subject to such repurchase right; or (iii) arrange or otherwise provide for payment of cash or other consideration to participants in exchange for the satisfaction and cancellation of outstanding awards

Unless an award agreement provides otherwise, in the event a participant holding an award assumed or substituted by the successor corporation in a change in control is involuntarily terminated, as defined in the 2010 Plan, by the successor corporation in connection with, or within 12 months following consummation of, the change in control, then any assumed or substituted award held by the terminated participant at the time of termination shall accelerate and become fully vested, and exercisable in full in the case of options and SARs, and any repurchase right applicable to any shares of our common stock shall lapse in full. The acceleration of vesting and lapse of repurchase rights provided for in the previous sentence shall occur immediately prior to the effective date of the participant's termination. Finally, if we dissolve or liquidate, all awards will immediately terminate, subject to the ability of our board of directors to exercise any discretion that the board of directors may exercise in the case of a change in control.

Term

The term of the 2010 Plan is 10 years from the date on which our initial public offering closes. Our board of directors may from time to time, amend, alter, suspend, discontinue, or terminate the 2010 Plan; provided that no amendment, suspension or termination of the 2010 Plan shall materially and adversely affect awards already granted unless it relates to an adjustment pursuant to certain transactions that change our capitalization or it is otherwise mutually agreed between the participant and the administrator. An amendment will not become effective without the approval of our stockholders if it either allows for a "re-pricing" within the meaning of federal securities laws, or increases the number of shares of common stock that may be issued under the 2010 Plan (other than changes to reflect certain corporate transactions and changes in capitalization as described above). Notwithstanding the foregoing, the administrator may amend the 2010 plan to eliminate provisions which are no longer necessary as a result of changes in tax or securities laws or regulations, or in the interpretation thereof.

2006 Omnibus securities and incentive plan, as amended

Background

Our 2006 omnibus securities and incentive plan, which we refer to as the 2006 Plan, was adopted by our board of directors, and approved by our stockholders, in January 2006. The 2006 Plan was last amended on June 2, 2010. The 2006 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted and unrestricted stock awards, stock appreciation rights, performance stock awards and other stock awards to our employees, directors and consultants and any parent and subsidiary corporations' employees, directors and consultants. We will not grant any additional awards under our 2006 Plan following this offering; instead, we will grant awards in the future under our 2010 equity incentive award plan. However, our 2006 Plan will continue to govern the terms and conditions of outstanding awards granted thereunder.

Share reserve

As of July 31, 2010, we have reserved an aggregate of 3,254,853 shares of our common stock for issuance pursuant to the 2006 Plan. As of July 31, 2010, 137,121 shares of our common stock had been issued pursuant to restricted stock purchase agreements, 51,536 shares of our common stock had been issued upon the exercise of options granted, options to purchase an aggregate of 2,854,315 shares of our common stock were outstanding at a weighted average exercise price per share of $2.59, and 211,881 shares were available for future grant under the 2006 Plan.

Administration

Our board of directors, or a committee thereof appointed by our board of directors, has the authority to administer the 2006 Plan and the awards granted under it. Under the 2006 Plan, the administrator has the power to determine the terms of the awards, including the employees, directors and consultants who will receive awards, the exercise price, the number of shares subject to each award, the vesting schedule and exercisability of awards and the form of consideration payable upon exercise. Our board of directors may alter, amend or terminate the 2006 Plan at any time. However, no alteration or amendment can be made which would materially and adversely affect the rights of a holder of an outstanding award without the consent of such holder.

Stock options

In general, the duration of a stock option granted under the 2006 Plan cannot exceed 10 years, and the exercise price of a stock option cannot be less than 100% of the fair market value of our common stock on the date of grant. However, no stock option may be granted to any person who, at the time of the grant, owns or is deemed to own stock representing more than 10% of our total combined voting power or the total combined voting power of any of our affiliates unless (i) the option exercise price is at least 110% of the fair market value of our common stock on the date of grant and (ii) the term of the stock option does not exceed five years from the date of grant.

Incentive stock options may be granted only to our employees and any parent and subsidiary corporations' employees. The aggregate fair market value, determined at the time of grant, of shares of our common stock with respect to which incentive stock options are exercisable for the first time by an optionholder during any calendar year under all of our stock plans may not exceed $100,000.

If an employee's or director's service relationship with us terminates other than by disability or death, or if a consultant's service relationship with us terminates other than by death, the optionee may exercise the vested portion of any option in such period of time as specified in the optionee's option agreement, but in no event will such period be less than 60 days following the termination of service. If an employee's or director's service relationship with us terminates by disability or death, or if a consultant's service relationship with us terminates by death, the optionee, or such optionee's designated beneficiary, as applicable, may exercise the vested portion of any option in such period of time as specified in the optionee's option agreement, but in no event will such period be less than six months following the termination of service. Shares of common stock representing any unvested portion of the option on the date of termination shall immediately cease to be issuable and shall become available for issuance under the 2006 Plan. If, after termination, the optionee does not exercise the option within the time period specified, the option shall terminate and the shares of common stock covered by such option will become available for issuance under the 2006 Plan.

Restricted stock awards

Restricted stock awards may be granted alone, in addition to or in tandem with other awards granted under the 2006 Plan and/or cash awards made outside of the 2006 Plan. Restricted stock awards entitle the holder thereof to purchase shares of our common stock that vest in accordance with the terms and conditions established by the administrator. The administrator will determine the number of shares subject to a restricted stock award granted to any employee, director or consultant. The administrator may impose such conditions to vesting as it determines to be appropriate. Unless the administrator determines otherwise, we have a repurchase option exercisable upon termination of the purchaser's service with us. Shares subject to restricted stock awards that do not vest are subject to our right of repurchase or forfeiture.

Transferability

Unless the administrator provides otherwise, the 2006 Plan generally does not allow for the transfer of awards under the 2006 Plan other than by will, the laws of descent and distribution or, in certain circumstances, by gift or domestic relations order to family members.

Corporate transactions

If there is a transaction or event which changes our stock that does not involve our receipt of consideration, the administrator of the 2006 Plan shall, as appropriate, adjust the class and the maximum number of shares subject to the 2006 Plan and/or the class, number of securities and exercise price of shares subject to outstanding awards. In the event of any other transaction or event which changes our stock, including, without limitation, a recapitalization, reorganization, merger, or consolidation, the administrator may, in its discretion, make such adjustments to the 2006 Plan, any outstanding awards under the 2006 Plan and any award agreements evidencing such awards as it shall deem appropriate, including, without limitation, adjustments to the number and exercise price of shares or other consideration subject to outstanding awards.

2010 Employee stock purchase plan

Background

We have adopted and will implement a 2010 employee stock purchase plan designed to enable eligible employees to periodically purchase shares of our common stock at a discount. Purchases will initially be accomplished through participation in discrete monthly offering periods, at purchase prices that are 5% below the closing price for our shares on the last date of the applicable purchase period. Our 2010 employee stock purchase plan is intended to qualify as an employee stock purchase plan under Section 423 of the Internal Revenue Code of 1986, as amended, has already received shareholder approval, and will become effective on consummation of our initial public offering.

Share reserve

We expect that we will initially reserve   shares of our common stock for issuance under our 2010 employee stock purchase plan.

Administration

Our Compensation Committee will administer our 2010 employee stock purchase plan. Employees who are five percent stockholders, or would become five percent stockholders as a result of their participation in our 2010 employee stock purchase plan, are ineligible to participate in our 2010 employee stock purchase plan. Also ineligible are those employees who have, within the one-year period before a purchase period, sold shares that were purchased through our 2010 employee stock purchase plan. We may impose additional restrictions on eligibility as well. Under our 2010 employee stock purchase plan, eligible employees will be able to acquire shares of our common stock by accumulating funds through payroll deductions. Our eligible employees will be able to select a rate of payroll deduction between one percent and 25% of their cash compensation. We will also have the right to amend or terminate our 2010 employee stock purchase plan, except that, subject to certain exceptions, no such action may adversely affect any outstanding rights to purchase stock under the plan. Our 2010 employee stock purchase plan will terminate on the tenth anniversary of our initial public offering, unless it is terminated earlier by our Board of Directors.

Purchase rights

When an offering period commences, our employees who meet the eligibility requirements for participation in that offering period will be automatically granted a non-transferable option to purchase shares in that offering period. Although we expect offerings to occur on a regular monthly basis during the term of our 2010 employee stock purchase plan, each offering period may run for no more than 24 months and consist of no more than five purchase periods. An employee’s participation will automatically end upon termination of employment for any reason.

No participant will have the right to purchase our shares at a rate which, when aggregated with purchase rights under all our employee stock purchase plans that are also outstanding in the same calendar year(s), have a fair market value of more than $25,000, determined as of the first day of the applicable offering period, for each calendar year in which such right is outstanding. The purchase price for shares of our common stock purchased under our 2010 employee stock purchase plan will initially be 95% of the fair market value of our common stock on the last trading day of each purchase period in the applicable offering period, although our 2010 employee stock purchase plan authorizes the purchase price to be 85% of the lesser of the fair market value of our common stock on (i) the first trading day of the applicable offering period and (ii) the last trading day of each purchase period in the applicable offering period.

Change in control

In the event of a corporate transaction (as defined in our 2010 employee stock purchase plan), the offering period for such purchase rights will be shortened and end on a new purchase date immediately prior to the consummation of the corporate transaction, and no new offering period will commence.

401(k) plan

Effective January 2006, we implemented a 401(k) plan covering certain employees. Currently, all of our non-intern employees over the age of 21 are eligible to participate in the 401(k) plan after completion of three months of service, subject to quarterly entry dates. Under the 401(k) plan, eligible employees may elect to reduce their current compensation by up to the prescribed annual limit and contribute these amounts to the 401(k) plan. We have agreed to make matching or other contributions to the 401(k) plan on behalf of eligible employees. In 2009, we matched 100% of each eligible employee’s contributions, up to 5% of each eligible employee’s compensation. The 401(k) plan is intended to qualify under Section 401 of the Code so that contributions by employees to the 401(k) plan, and income earned on the 401(k) plan contributions, are not taxable to employees until withdrawn from the 401(k) plan. The trustees under the 401(k) plan, at the direction of each participant, invest the 401(k) plan employee salary deferrals in selected investment options.

LIMITATION ON LIABILITY AND INDEMNIFICATION MATTERS

Our amended and restated certificate of incorporation and amended and restated bylaws, each to be effective upon the completion of this offering, will provide that we will indemnify our directors, officers, employees and agents to the fullest extent permitted by the Delaware General Corporation Law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

- any breach of the director’s duty of loyalty to us or to our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or unlawful stock repurchases or redemptions; and
- any transaction from which the director derived an improper personal benefit.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. Our amended and restated certificate of incorporation does not eliminate a director’s duty of care and, in appropriate circumstances, equitable remedies, such as injunctive or other forms of nonmonetary relief, remain available under Delaware law. This provision also does not affect a director’s responsibilities under any other laws, such as the federal securities laws or other state or federal laws. Under our amended and restated bylaws, we will also be empowered to enter into indemnification agreements with our directors, officers, employees and other agents and to purchase insurance on behalf of any person whom we are required or permitted to indemnify.

In addition to the indemnification required in our amended and restated certificate of incorporation and amended and restated bylaws, we have entered into indemnification agreements with certain of our directors and officers, and will enter into new indemnification agreements with each of our current directors, officers and certain employees before the completion of this offering. These agreements provide for the indemnification of our directors, officers and certain employees for all reasonable expenses and liabilities incurred in connection with any action or proceeding brought against them by reason of the fact that they are or were our agents. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. Furthermore, we have obtained director and officer liability insurance to cover liabilities our directors and officers may incur in connection with their services to us. This description of the indemnification provisions of our amended and restated certificate of incorporation, our amended and restated bylaws and our indemnification agreements is qualified in its entirety by reference to these documents, each of which is attached as an exhibit to this registration statement.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

RULE 10B5-1 SALES PLANS

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend or terminate the plan in some circumstances. Our directors and executive officers may also buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material, nonpublic information.

Certain relationships and related party transactions

We describe below transactions, since our inception, to which we were a party or will be a party, in which:

- The amounts involved exceeded or will exceed $120,000; and
- A director, executive officer, holder of more than 5% of our common stock or any member of their immediate family had or will have a direct or indirect material interest.

PREFERRED STOCK ISSUANCES

Issuance of Series D-1 preferred stock

Between March and May 2010, we sold an aggregate of 1,902,087 shares of Series D-1 preferred stock at a price of $17.12 per share for gross proceeds of approximately $32.56 million. The table below sets forth the number of shares of Series D-1 preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series D-1 preferred stock	Aggregate purchase price
Khosla Ventures III, LP.	438,113	$ 7,500,494.56
Virgin Green Fund I, L.P.(1)	233,645	4,000,002.40
Total Energy Ventures International(2)	292,057	5,000,015.84
Burrill Life Sciences Capital Fund III, L.P.	140,026	2,397,245.12
Malaysian Life Sciences Capital Fund Ltd.(3)	126,515	2,165,936.80
LANXESS Corporation(4)	584,113	10,000,014.56

(1) Shai Weiss is one of our directors and is a partner of Virgin Green Fund.
(2) Véronique Hervouet is one of our directors and is Senior Vice President, Investments for TOTAL S.A.'s corporate venture activity, the investments of which are held by Total Energy Ventures International, an affiliate of TOTAL S.A.
(3) Ganesh M. Kishore, Ph.D. is one of our directors and is Chief Executive Officer of Malaysian Life Sciences Capital Fund.
(4) Ron Commander, Ph.D. is one of our directors and is employed by Lanxess Butyl Pte. Ltd., an affiliate of LANXESS Corporation, as the Head of the LANXESS Group's Butyl Rubber Business.

Issuance of Series D preferred stock

Between April and August 2009, we sold an aggregate of 4,616,483 shares of Series D preferred stock at a price of $7.04 per share for gross proceeds of approximately $32.5 million. The table below sets forth the number of shares of Series D preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series D preferred stock	Aggregate purchase price
Total Energy Ventures International(1)	1,704,546	$ 12,000,003.84
Khosla Ventures III, LP	1,065,342	7,500,007.68
Virgin Green Fund I, L.P.(2)	639,206	4,500,010.24
Burrill Life Sciences Capital Fund III, L.P.	568,183	4,000,008.32
Malaysian Life Sciences Capital Fund Ltd.(3)	497,160	3,500,006.40

(footnotes on following page)

(1) Véronique Hervouet is one of our directors and is Senior Vice President, Investments for TOTAL S.A.'s corporate venture activity, the investments of which are held by Total Energy Ventures International, an affiliate of TOTAL S.A.
(2) Shai Weiss is one of our directors and is a partner of Virgin Green Fund.
(3) Ganesh M. Kishore, Ph.D. is one of our directors and is Chief Executive Officer of Malaysian Life Sciences Capital Fund.

Issuance of Series C preferred stock

In March 2008, we sold an aggregate of 3,102,190 shares of Series C preferred stock at a price of $5.48 per share for gross proceeds of approximately $17.0 million, including cancellation of indebtedness. The table below sets forth the number of shares of Series C preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series C preferred stock	Aggregate purchase price
Khosla Ventures I, LP	930,657	$ 5,100,000.36
Burrill Life Sciences Capital Fund III, L.P.	912,409	5,000,001.32
Malaysian Life Sciences Capital Fund Ltd.(1)	802,920	4,400,001.60
Virgin Green Fund I, L.P.(2)	456,204	2,499,997.92

(1) Ganesh M. Kishore, Ph.D. is one of our directors and is Chief Executive Officer of Malaysian Life Sciences Capital Fund.
(2) Shai Weiss is one of our directors and is a partner of Virgin Green Fund.

2008 bridge financing

In January 2008, we sold convertible promissory notes, or the 2008 Notes, to certain of our existing investors in the aggregate principal amount of $3.0 million. The 2008 Notes accrued interest at a rate of 8% per annum and had a maturity date of December 31, 2008. In March 2008, in connection with our Series C preferred stock financing described above, the full principal amount of and accrued but unpaid interest on the 2008 Notes was automatically converted into an aggregate of 555,346 shares of our Series C preferred stock at a conversion price equal to the issue price of our Series C preferred stock.

In connection with the 2008 Notes, we issued warrants to purchase an aggregate of 136,862 shares of our Series C preferred stock at an exercise price of $5.48 per share to the purchasers of the 2008 Notes. The warrants may be exercised at any time prior to their respective termination dates, which are the earlier of (i) the tenth anniversaries of their issue dates and (ii) five years after the closing of this offering.

The table below sets forth the principal amount of the 2008 Notes and the shares of Series C preferred stock issuable upon the exercise of the related warrants sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Shares of Series C preferred stock issuable upon the exercise of warrants	Aggregate principal amount of 2008 Notes
Khosla Ventures I, LP	108,076	$ 2,369,020
Virgin Green Fund I, L.P.(1)	28,786	630,980

(1) Shai Weiss is one of our directors and is a partner of Virgin Green Fund.

Issuance of Series B preferred stock

In July 2007, we sold an aggregate of 1,027,397 shares of Series B preferred stock at a price of $2.92 per share for gross proceeds of approximately $3.0 million. The table below sets forth the number of shares of Series B preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series B preferred stock	Aggregate purchase price
Virgin Green Fund I, L.P.(1)	1,027,397	$ 2,999,999.24

(1) Shai Weiss is one of our directors and is a partner of Virgin Green Fund.

Issuance of Series A-4 preferred stock

In April 2007, we sold an aggregate of 858,369 shares of Series A-4 preferred stock at a price of $2.33 per share for gross proceeds of approximately $2.0 million. The table below sets forth the number of shares of Series A-4 preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series A-4 preferred stock	Aggregate purchase price
Khosla Ventures I, LP	858,369	$ 1,999,999.77

Issuance of Series A-3 preferred stock

In October 2006, we sold an aggregate of 915,000 shares of Series A-3 preferred stock at a price of $1.75 per share for gross proceeds of approximately $1.6 million. The table below sets forth the number of shares of Series A-3 preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series A-3 preferred stock	Aggregate purchase price
Khosla Ventures I, LP	915,000	$ 1,601,250.00

Issuance of Series A-2 preferred stock

In February 2006, we sold an aggregate of 1,084,000 shares of Series A-2 preferred stock at a price of $0.8333 per share for gross proceeds of approximately $0.9 million. The table below sets forth the number of shares of Series A-2 preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series A-2 preferred stock	Aggregate purchase price
Khosla Ventures I, LP	1,084,000	$ 903,297.20

Issuance of Series A-1 preferred stock

In August 2005, we sold an aggregate of 1,000,000 shares of Series A-1 preferred stock at a price of $0.50 per share for gross proceeds of approximately $0.5 million. The table below sets forth the number of shares of Series A-1 preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates.

Investor	Number of shares of Series A-1 preferred stock	Aggregate purchase price
Khosla Ventures I, LP	1,000,000	$ 500,000.00

REGISTRATION RIGHTS AGREEMENT

We have entered into an investors' rights agreement with the purchasers of our outstanding preferred stock and certain holders of common stock and warrants to purchase our common stock and preferred stock, including entities with which certain of our directors are affiliated. As of July 31, 2010, the holders of 15,023,635 shares of our common stock, including shares of common stock issuable upon the conversion of our preferred stock in connection with this offering, based on the one-to-one conversion rates in effect as of July 31, 2010, and shares of common stock issuable upon exercise of outstanding warrants, are entitled to rights with respect to the registration of their shares under the Securities Act. For a more detailed description of these registration rights, see "Description of Capital Stock—Registration Rights." See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

CONVERSION, AMENDMENT AND WAIVER AGREEMENT

We have entered into a conversion, amendment and waiver agreement with holders of our preferred stock and certain holders of our common stock and warrants to purchase shares of our preferred stock, which will take effect immediately prior to and contingent upon the closing of this offering. Under the terms of this agreement, holders of our preferred stock have agreed to waive their registration rights and to convert all outstanding shares of preferred stock into common stock in connection with this offering.

LETTER OF INTENT WITH TOTAL PETROCHEMICALS USA, INC.

In February 2010, we entered into a letter of intent for isobutanol supply with TOTAL PETROCHEMICALS, an affiliate of Total Energy Ventures International, one of our stockholders. For a description of this agreement, see "Business—Production and Distribution."

FRANCES ARNOLD

In June 2005, we entered into a consulting agreement with Dr. Frances H. Arnold, a founder and former director of our company. Dr. Arnold is also a common stockholder and option holder of our company. Under this agreement, as amended, Dr. Arnold provides updates, advice and assistance related to certain technical matters and interacts with our investors and clients. Dr. Arnold is entitled to receive $2,000 per day in her capacity as a consultant.

CALTECH LICENSE AGREEMENT

In July 2005, we entered into a license agreement with Caltech. Caltech is a stockholder of the company and Dr. Frances Arnold, a professor at Caltech, is one of our former directors. Dr. Arnold is also a common stockholder and option holder of our company. For a description of this agreement, see "Business—Partnerships and Collaborations."

OTHER TRANSACTIONS

We have entered into employment and offer letter agreements with certain of our executive officers that, among other things, provide for certain severance and change of control benefits. For a description of these agreements, see "Management—Employment Arrangements."

We have granted stock options to our executive officers and certain of our directors. For a description of these options, see "Management—Grants of Plan-Based Awards in 2009 Table."

We have entered into indemnification agreements with certain of our directors and officers, and will enter into new indemnification agreements with each of our current directors, officers, and certain employees before the completion of this offering. See "Management—Limitation on Liability and Indemnification Matters."

POLICIES AND PROCEDURES FOR RELATED PARTY TRANSACTIONS

Our board of directors intends to adopt a written related person transaction policy to set forth the policies and procedures for the review and approval or ratification of related person transactions. This policy will cover, with certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which we were or are to be a participant, the amount involved exceeds $120,000, and a related person had or will have a direct or indirect material interest, including, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness and employment by us of a related person.

Principal stockholders

The following table sets forth information about the beneficial ownership of our common stock as of July 31, 2010, by:

- each person, or group of affiliated persons, known to us to be the beneficial owner of more than 5% of our common stock;
- each named executive officer and each director; and
- all of our executive officers and directors as a group.

Unless otherwise noted below, the address of each beneficial owner listed on the table is c/o Gevo, Inc., 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112. We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the tables below have sole voting and investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options or warrants held by that person that are currently exercisable or exercisable within 60 days of July 31, 2010. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

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Principal stockholders

We have based our calculation of the percentage of beneficial ownership prior to the offering on 15,666,183 shares of common stock outstanding on July 31, 2010 (which assumes the conversion of all of our outstanding shares of preferred stock into 14,505,526 shares of common stock in connection with the completion of this offering, based on the one-to-one conversion rate in effect as of July 31, 2010 (see Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering)). We have based our calculation of the percentage of beneficial ownership after the offering on shares of our common stock outstanding immediately after the completion of this offering (including the sale of shares in this offering).

	Number of shares beneficially owned		Percentage of shares beneficially owned	
Name and address of beneficial owner	Prior to the offering	After the offering	Prior to the offering	After the offering
5% Stockholders:				
Entities affiliated with Khosla Ventures(1)	6,399,557		40.6%	
Virgin Green Fund I, L.P.(2)	2,385,238		15.2%	
Total Energy Ventures International(3)	1,996,603		12.7%	
Burrill Life Sciences Capital Fund III, L.P.(4)	1,620,618		10.3%	
Malaysian Life Sciences Capital Fund Ltd.(5)	1,426,595		9.1%	
Named executive officers and directors:				
Patrick R. Gruber, Ph.D.(6)	700,759		4.3%	
Mark Smith(7)	73,105		*	
Christopher Ryan, Ph.D.(8)	68,437		*	
David Glassner, Ph.D.(9)	157,776		*	
Jack Huttner(10)	35,000		*	
Shai Weiss(2)	2,385,238		15.2%	
Ganesh M. Kishore, Ph.D.(5)	1,426,595		9.1%	
Ron Commander, Ph.D.(11)	584,113		3.7%	
Véronique Hervouet(12)	—		—	
Carlos A. Cabrera(13)	12,413		*	
Bruce A. Smith(13)	12,413		*	
Stacy J. Smith(13)	12,413		*	
All executive officers and directors as a group (six persons)	1,144,733		6.8%	

* Represents beneficial ownership of less than 1% of the outstanding shares of our common stock.

(1) Includes 4,788,026 shares held by Khosla Ventures I, LP, 1,503,455 shares held by Khosla Ventures III, LP and 108,076 shares that may be acquired pursuant to the exercise of a warrant held prior to this offering by Khosla Ventures I, LP. The address for these entities is 3000 Sand Hill Road, Building 3, Suite 170, Menlo Park, CA 94025.

(2) Includes 28,786 shares that may be acquired pursuant to the exercise of a warrant held prior to this offering by Virgin Green Fund I, L.P. ("Virgin Green Fund"). Shai Weiss is a partner of Virgin Green Fund and may be held to have voting and dispositive power over shares held by the fund. Mr. Weiss disclaims beneficial ownership of shares held by Virgin Green Fund, except to the extent of his pecuniary interest therein. The address for Virgin Green Fund and Mr. Weiss is c/o VGF Advisers (US) LLC, 27 South Park Street, Suite 200, San Francisco, CA 94107.

(3) The address for Total Energy Ventures International is 2, place Jean Millier—La Défense 6, 92078 Paris la Défense Cedex France.

(4) The address for Burrill Life Sciences Capital Fund III, L.P. is One Embarcadero Center, Suite 2700, San Francisco, CA 94111.

(footnotes continued on following page)

(5) Ganesh M. Kishore, Ph.D. is the Chief Executive Officer of Malaysian Life Sciences Capital Fund ("Malaysian Life Sciences"), and may be held to have voting and dispositive power over shares held by the fund. Dr. Kishore disclaims beneficial ownership of shares held by Malaysian Life Sciences, except to the extent of his pecuniary interest therein. The address for Malaysian Life Sciences is No. 36-01, level Menara Dion, 27, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

(6) Represents 700,759 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

(7) Represents 73,105 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

(8) Represents 68,437 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

(9) Represents 157,776 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

(10) Represents 35,000 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

(11) Includes 584,113 shares beneficially owned by LANXESS Corporation. Ron Commander, Ph.D. is employed by Lanxess Butyl Pte. Ltd. as the Head of the LANXESS Group's Butyl Rubber Business. Lanxess Butyl Pte. Ltd. is an affiliate of LANXESS Corporation, and Dr. Commander may be held to have voting and dispositive power over shares held by LANXESS Corporation. Dr. Commander disclaims beneficial ownership of shares held by LANXESS Corporation, except to the extent of his pecuniary interest therein. The address for Dr. Commander is 111 RIDC Park West Drive, Pittsburgh, PA 15275-1112.

(12) Excludes 1,996,603 shares beneficially owned by Total Energy Ventures International. The voting and disposition of these shares is determined by an investment committee of TOTAL S.A., of which Ms. Hervouet is not a member. Ms. Hervouet also has no pecuniary interest in such shares. The address for TOTAL S.A., Total Energy Ventures International and Ms. Hervouet is 2, place Jean Millier—La Défense 6, 92078 Paris la Défense Cedex France.

(13) Represents 12,413 shares issuable pursuant to stock options exercisable within 60 days of July 31, 2010.

Description of capital stock

GENERAL

Upon the completion of this offering, we will have authorized under our amended and restated certificate of incorporation shares of common stock, $0.01 par value per share, and shares of preferred stock, $0.01 par value per share. The following information assumes the filing of our amended and restated certificate of incorporation and the conversion of all of our outstanding convertible preferred stock into shares of common stock based on the one-to-one conversion rate in effect as of July 31, 2010. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

As of July 31, 2010, there were outstanding:

- 15,666,183 shares of our common stock held by approximately 30 stockholders; and
- 2,854,315 shares of our common stock issuable upon exercise of outstanding stock options.

The following description of our capital stock and provisions of our amended and restated certificate of incorporation and amended and restated bylaws to be in effect upon the completion of this offering are summaries. Copies of these documents have been filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part. The descriptions of the common stock and preferred stock reflect changes to our capital structure that will occur upon the closing of this offering. Currently, there is no established public trading market for our common stock.

COMMON STOCK

Dividends

Subject to preferences that may be applicable to any then outstanding preferred stock, holders of our common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Voting rights

Each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

Rights and preferences

Holders of our common stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

PREFERRED STOCK

Upon the completion of this offering, our board of directors will have the authority, without further action by our stockholders, to issue up to shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control of our company or other corporate action. Upon completion of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

WARRANTS

The following table sets forth information about outstanding warrants to purchase shares of our stock as of July 31, 2010. Upon completion of this offering, the warrants to purchase shares of our preferred stock will convert into warrants to purchase our common stock. See Note 8 of our consolidated financial statements for a description of the conversion ratio applicable to each series of our preferred stock.

Class of stock	Maximum number of shares	Exercise price per share ($)	Expiration date
Common	858,000	2.70	9/21/16(1)
Series A-3 preferred stock	15,000	1.75	12/18/13(2)
Series A-4 preferred stock	15,021	2.33	4/30/14(2)
Series C preferred stock	108,076	5.48	1/3/18(3)
Series C preferred stock	28,786	5.48	1/18/18(3)
Series C preferred stock	24,919	5.48	4/5/15(2)
Series C preferred stock	59,307	5.48	8/12/15(2)
Series D preferred stock	55,000	7.04	7/20/16(2)

(1) Warrant expires upon the earlier to occur of (i) the specified expiration date, (ii) the 20th business day following our termination of the commercialization agreement pursuant to Section 5.2(b) or Section 5.2(d) thereof, or (iii) an act of fraud by CDP, Michael A. Slaney or David N. Black. Upon consummation of the transactions contemplated by the equity purchase agreement with CDP, the warrant will be amended and restated. The amended and restated warrant will expire upon the earlier to occur of (i) an act of fraud by Michael A. Slaney or David N. Black and (ii) the specified expiration date.

(2) Warrant expires upon the earlier to occur of (i) the close of business on the specified expiration date or (ii) three years after the completion of this offering.

(3) Warrant expires upon the earlier to occur of (i) the specified expiration date or (ii) five years after the completion of this offering.

REGISTRATION RIGHTS

We are party to an investors' rights agreement which provides that holders of 15,023,635 shares of our common stock, including shares of common stock issuable upon the conversion of our preferred stock in connection with this offering, based on the one-to-one conversion rates in effect as of July 31, 2010, and shares of common stock issuable upon the exercise of outstanding warrants, have the right in specified circumstances to require us to register their shares under the Securities Act for resale to the public. These shares are referred to as registrable securities.

Set forth below is a summary of the registration rights held by holders of registrable securities pursuant to this agreement. See Note 8 of our consolidated financial statements for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

Demand registration

Beginning on the earlier of 180 days after the completion of this offering and March 26, 2013, the holders of at least 30% of the outstanding registrable securities can, on not more than two occasions, request that we file a registration statement under the Securities Act in order to register all or any part of the registrable securities held by such holders, subject to certain conditions and limitations. The aggregate registrable securities requested to be registered pursuant to such request must represent at least 30% of the registrable securities then outstanding and must have an anticipated aggregate public offering price, net of underwriting discounts and commissions, of at least five million dollars.

If our board of directors believes in good faith that it would be seriously detrimental to us and our stockholders to proceed with a registration at the time the demand is made, we may delay the registration once in any 12-month period for a period not to exceed 90 days. Also, if the holders of registrable securities requesting registration request that the shares be offered for distribution through an underwriting, we may reduce the number of registrable securities to be registered upon the advice of the underwriters for the offering. If shares of our stock requested to be included in a registration must be excluded pursuant to the underwriters' advice, we will generally register a pro rata portion of the shares requested to be registered.

Piggyback registration

Subject to certain limitations, holders of registration rights pursuant to the investors' rights agreement have unlimited rights to request that their registrable securities be included in any registration of our common stock that we initiate. However, these holders have no registration rights with respect to registrations relating solely to employee benefit plans or registrations on certain registration statement forms.

The holders of registration rights have waived their rights to include any of their registrable securities in this offering.

Form S-3 registration

After we have qualified for registration on Form S-3, which will not occur until at least 12 months after we have become a publicly-reporting company, any holder of registrable securities then outstanding may request in writing that we effect registration of its shares on Form S-3, provided that the offering proceeds of the shares proposed to be registered on behalf of our stockholders, net of underwriting discounts and commissions, in each registration is at least $3,000,000.

If our board of directors believes in good faith that it would be seriously detrimental to us and our stockholders to proceed with an S-3 registration at the time the demand is made, we may delay the registration once in any 12-month period for a period not to exceed 90 days. In addition, we are not required to make any registration on Form S-3 under the registration rights agreement if we have effected another registration pursuant to the Form S-3 registration rights on behalf of the holders of registrable securities within 12 months prior to the request.

Transferability

The registration rights are generally transferable to any transferee who acquires at least 250,000 shares of registrable securities from the transferor.

Expenses

Generally, we are required to bear all registration and selling expenses incurred in connection with the demand, piggyback and Form S-3 registrations described above, other than underwriting discounts and commissions. We are also required to bear the reasonable fees and expenses, not to exceed $30,000, of one counsel for the selling stockholders in each registration.

ANTI-TAKEOVER PROVISIONS

Certificate of incorporation and bylaws to be in effect upon the completion of this offering

Our amended and restated certificate of incorporation to be in effect upon the completion of this offering will provide for our board of directors to be divided into three classes, with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the shares of common stock outstanding will be able to elect all of our directors. Our amended and restated certificate of incorporation and amended and restated bylaws to be effective upon the completion of this offering will provide that all stockholder actions must be effected at a duly called meeting of stockholders and not by a consent in writing, and that only our board of directors may call a special meeting of stockholders.

Our amended and restated certificate of incorporation will require a $66^2/_3$% stockholder vote for the adoption, amendment, or repeal of any provision of our amended and restated bylaws and for the amendment or repeal of certain provisions of our amended and restated certificate of incorporation relating to the classification of our board of directors, the requirement that stockholder actions be effected at a duly called meeting, and the designated parties entitled to call a special meeting of the stockholders. The combination of the classification of our board of directors, the lack of cumulative voting and the $66^2/_3$% stockholder voting requirements will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions may have the effect of deterring hostile takeovers or delaying changes in our control or management. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of us. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts. Such provisions may also have the effect of preventing changes in our management.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested holder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least $66^{2}/_{3}$% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or is an affiliate or associate of the corporation and within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

LIMITATIONS OF LIABILITY AND INDEMNIFICATION MATTERS

For an in depth discussion of liability and indemnification, please see “Management—Limitation on Liability and Indemnification Matters.”

THE NASDAQ GLOBAL MARKET LISTING

We have applied to have our common stock approved for listing on The Nasdaq Global Market under the symbol “GEVO.”

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company.

Shares eligible for future sale

Prior to this offering, there has been no public market for our common stock. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares of common stock outstanding as of July 31, 2010, upon completion of this offering, shares of common stock will be outstanding, assuming no exercise of the underwriters' option to purchase additional shares and no exercise of options or warrants. All of the shares sold by us in this offering will be freely tradable unless purchased by our affiliates. The remaining shares of common stock outstanding after this offering will be restricted as a result of securities laws or lock-up agreements as described below. Following the expiration of the lock-up period, all shares will be eligible for resale in compliance with Rule 144 or Rule 701 to the extent such shares have been released from any repurchase option that we may hold. "Restricted securities" as defined under Rule 144 were issued and sold by us in reliance on exemptions from the registration requirements of the Securities Act. These shares may be sold in the public market only if registered or pursuant to an exemption from registration, such as Rule 144 or Rule 701 under the Securities Act.

RULE 144

In general, under Rule 144 of the Securities Act, as in effect on the date of this prospectus, a person (or persons whose shares are aggregated) who has beneficially owned restricted stock for at least six months, will be entitled to sell in any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding, shares immediately after this offering or shares if the underwriters' option to purchase additional shares is exercised in full); or
- the average weekly trading volume of our common stock on The Nasdaq Global Market during the four calendar weeks immediately preceding the date on which the notice of sale is filed with the SEC.

Sales pursuant to Rule 144 are subject to requirements relating to manner of sale, notice and availability of current public information about us. A person (or persons whose shares are aggregated) who is not deemed to be an affiliate of ours for 90 days preceding a sale, and who has beneficially owned restricted stock for at least one year is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144. Rule 144 will not be available to any stockholders until we have been subject to the reporting requirements of the Exchange Act for 90 days.

RULE 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under "Underwriting" included elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

LOCK-UP AGREEMENTS

We, along with our directors, executive officers and all of our other holders of common and preferred stock and the holders of currently outstanding common and preferred stock warrants have agreed with the underwriters that for a period of 180 days following the date of this prospectus, we or they will not offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock, or enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock whether any of these transactions are to be settled by delivery of our common stock or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, subject to specified exceptions. UBS Securities LLC, and Goldman, Sachs & Co. may, in their sole discretion, at any time without prior notice, release all or any portion of the shares from the restrictions in any such agreement.

The 180-day restricted period described in the preceding paragraph will be extended if:

- during the last 15 calendar days plus three business days of the 180-day restricted period we issue an earnings release or material news or a material event relating to us occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period,
- in which case the restrictions described in the preceding paragraph will continue to apply until the date that is 15 calendar days plus three business after the date on which the issuance of the release or the material news or material event occurred, unless such extension is waived, in writing, by UBS Securities LLC and Goldman, Sachs & Co. on behalf of the underwriters.

The restrictions set forth above do not apply to certain issuances by us and certain transfers by our stockholders, which are described in "Underwriting—No Sales of Similar Securities."

REGISTRATION RIGHTS

We are party to an investors' rights agreement which provides that holders of our preferred stock and certain holders of our common stock and warrants to purchase our preferred stock have the right to demand that we file a registration statement covering their shares or request that their shares be covered by a registration statement that we are otherwise filing. For a more detailed description of these registration rights, see "Description of Capital Stock—Registration Rights." Except for shares purchased by affiliates, registration of their shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon effectiveness of the registration, subject to the expiration of the lock-up period and to the extent such shares have been released from any repurchase option that we may hold.

STOCK PLANS

As soon as practicable after the completion of this offering, we intend to file a Form S-8 registration statement under the Securities Act to register shares of our common stock subject to options outstanding or reserved for issuance under our 2006 omnibus securities and incentive plan and our 2010 stock incentive plan. This registration statement will become effective immediately upon filing, and shares covered by this registration statement will thereupon be eligible for sale in the public markets, subject to Rule 144 limitations applicable to affiliates and any lock-up agreements. For a more complete discussion of our stock plans, see "Management—Employee Benefit and Stock Plans."

Certain material United States federal income tax consequences to non-US holders

The following is a summary of certain material US federal income and estate tax consequences to non-US holders (as defined below) of the acquisition, ownership and disposition of our common stock issued pursuant to this offering. This discussion is not a complete analysis of all of the potential US federal income tax consequences relating thereto, nor does it address any gift tax consequences or any tax consequences arising under any state, local or foreign tax laws, or any other US federal tax laws. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service, or IRS, all as in effect as of the date of this offering. These authorities may change, possibly retroactively, or may be subject to different interpretation, resulting in US federal income and estate tax consequences different from those discussed below. No ruling has been or will be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not take a contrary position regarding the tax consequences of the acquisition, ownership or disposition of our common stock, or that any such contrary position would not be sustained by a court.

This discussion is limited to non-US holders who purchase our common stock issued pursuant to this offering and who hold our common stock as a “capital asset” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all of the US tax consequences that may be relevant to a particular holder in light of such holder’s particular circumstances. This discussion also does not consider any specific facts or circumstances that may be relevant to holders subject to special rules under the US federal income tax laws, including, without limitation:

- US expatriates or former long-term residents of the US;
- partnerships and their partners;
- real estate investment trusts;
- regulated investment companies;
- “controlled foreign corporations;”
- “passive foreign investment companies;”
- banks, insurance companies, or other financial institutions;
- brokers, dealers, or traders in securities, commodities or currencies;
- tax-exempt organizations;
- retirement plans;
- persons subject to the alternative minimum tax;
- persons holding our common stock as part of a straddle, hedge, conversion transaction, constructive sale, or other integrated transaction; or
- persons who have acquired our common stock as compensation or otherwise in connection with the performance of services.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE PARTICULAR UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF OUR COMMON STOCK, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS AND ANY OTHER UNITED STATES FEDERAL TAX LAWS.

DEFINITION OF NON-US HOLDER

For purposes of this discussion, a non-US holder is any beneficial owner of our common stock that is not a “US person” or a partnership (or other entity treated as a partnership) for US federal income tax purposes. A US person is any of the following:

- an individual citizen or resident of the US;
- a corporation (or other entity treated as a corporation for US federal tax purposes) created or organized under the laws of the US, any state thereof or the District of Columbia;
- an estate the income of which is subject to US federal income tax regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a US court and all substantial decisions of which are controlled by one or more US persons or (ii) that has a valid election in effect under applicable Treasury Regulations to be treated as a US person.

If a partnership or other entity or arrangement treated as a partnership for US federal income tax purposes holds our common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our common stock, we urge you to consult your tax advisor.

DISTRIBUTIONS ON OUR COMMON STOCK

If we make cash or other property distributions on our common stock, such distributions will generally constitute dividends for US federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under US federal income tax principles. Amounts not treated as dividends for US federal income tax purposes will constitute a return of capital and will first be applied against and reduce a holder’s adjusted tax basis in the common stock, but not below zero. Distributions in excess of our current and accumulated earnings and profits and in excess of a non-US holder’s tax basis in its shares will be treated as gain realized on the sale or other disposition of the common stock and will be treated as described under “Gain on Disposition of Our Common Stock” below.

Dividends paid to a non-US holder of our common stock generally will be subject to US federal withholding tax at a rate of 30% of the gross amount of the dividends, or such lower rate specified by an applicable income tax treaty. To receive the benefit of a reduced treaty rate, a non-US holder must furnish to us or our paying agent a valid IRS Form W-8BEN (or applicable successor form) certifying such holder’s qualification for the reduced rate. This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically.

If a non-US holder holds our common stock in connection with the conduct of a trade or business in the US, and dividends paid on the common stock are effectively connected with such holder’s US trade or business, the non-US holder will be exempt from US federal withholding tax. To claim the exemption, the non-US holder must generally furnish to us or our paying agent a properly executed IRS Form W-8ECI (or applicable successor form) and must update such form periodically.

Any dividends paid on our common stock that are effectively connected with a non-US holder’s US trade or business generally will be subject to US federal income tax on a net income basis at the regular graduated US federal income tax rates in much the same manner as if such holder were a resident of the US, unless an applicable income tax treaty provides otherwise. A non-US holder that is a foreign corporation also may be subject to a branch profits tax equal to 30% (or such lower rate specified by an applicable income tax treaty) of a portion of its effectively connected earnings and profits for the taxable year, as adjusted for certain items. Non-US holders are urged to consult any applicable income tax treaties that may provide for different rules.

A non-US holder who claims the benefit of an applicable income tax treaty generally will be required to satisfy applicable certification and other requirements prior to the distribution date. Non-US holders that do not timely provide us or our paying agent with the required certification, but which qualify for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-US holders should consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty.

GAIN ON DISPOSITION OF OUR COMMON STOCK

A non-US holder generally will not be subject to US federal income tax on any gain realized upon the sale or other disposition of our common stock, unless:

- the gain is effectively connected with the non-US holder's conduct of a trade or business in the US and, in the case of a non-US holder, otherwise eligible for the benefits of an applicable income tax treaty, attributable to a permanent establishment maintained by the non-US holder in the US;
- the non-US holder is an individual present in the US for 183 days or more during the taxable year of the disposition, and certain other requirements are met; or
- our common stock constitutes a "US real property interest" by reason of our status as a US real property holding corporation, or USRPHC, for US federal income tax purposes at any time within the shorter of (i) the five-year period ending on the date of the disposition or (ii) the non-US holder's holding period for our common stock. We will be a USRPHC if the fair market value of our US real property interests equals or exceeds 50 percent of the fair market value of our (A) US real property interests, (B) foreign real property interests, and (C) other assets which are used or held for use in a trade or business.

We believe we are not currently and do not anticipate becoming a USRPHC for US federal income tax purposes. Even if we become a USRPHC, however, so long as our common stock is regularly traded on an established securities market, such common stock will be treated as US real property interests in the hands of a non-US holder only if the non-US holder actually or constructively holds more than 5% of our common stock.

Unless an applicable income tax treaty provides otherwise, gain described in the first bullet point above will be subject to US federal income tax on a net income basis at the regular graduated US federal income tax rates in much the same manner as if such holder were a resident of the US. Further, non-US holders that are foreign corporations also may be subject to a branch profits tax equal to 30% (or such lower rate specified by an applicable income tax treaty) of a portion of its effectively connected earnings and profits for the taxable year, as adjusted for certain items.

Gain described solely in the second bullet point above will be subject to US federal income tax at a flat 30% rate (or such lower rate specified by an applicable income tax treaty), but may be offset by US source capital losses (even though the individual is not considered a resident of the US).

Non-US holders are urged to consult any applicable income tax treaties that may provide for different rules.

FEDERAL ESTATE TAX

As of the date of this offering, as a result of prior amendments to the Code, there is no US federal estate tax for 2010, but such estate tax is scheduled to be fully reinstated, as in effect prior to 2010, in 2011. Under the US federal estate tax as in effect prior to 2010, common stock owned or treated as owned by an individual who is not a citizen or resident of the US (as specially defined for US federal estate tax purposes) at the time of death will be included in the individual's gross estate for US federal estate tax purposes, unless an applicable estate tax or other treaty provides otherwise, and therefore may be subject to US federal estate tax.

INFORMATION REPORTING AND BACKUP WITHHOLDING

We must report annually to the IRS and to each non-US holder the amount of distributions on our common stock paid to such holder and the amount of tax withheld, if any, with respect to those distributions. These information reporting requirements apply even if no withholding was required because the distributions were effectively connected with the holder's conduct of a US trade or business, or withholding was reduced or eliminated by an applicable income tax treaty. This information also may be made available under a specific treaty or agreement to the tax authorities in the country in which the non-US holder resides or is established.

Backup withholding may apply to distribution payments to a non-US holder of our common stock and information reporting and backup withholding may apply to the payments of the proceeds of a sale of our common stock within the US or through certain US-related financial intermediaries, unless the non-US holder furnishes to us or our paying agent the required certification as to its non-US status, such as by providing a valid IRS Form W-8BEN or IRS Form W-8ECI, or certain other requirements are met. Notwithstanding the foregoing, backup withholding may apply if either we have or our paying agent has actual knowledge, or reason to know, that the holder is a US person that is not an exempt recipient.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-US holder's US federal income tax liability, provided the required information is timely furnished to the IRS. Non-US holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

RECENT LEGISLATIVE DEVELOPMENTS

Recently enacted legislation will require, after December 31, 2012, withholding at a rate of 30 percent on dividends in respect of, and gross proceeds from the sale of, our common stock held by or through certain foreign financial institutions (including investment funds), unless such institution enters into an agreement with the Secretary of the Treasury to report, on an annual basis, information with respect to accounts or interests in the institution held by certain US persons and by certain non-US entities that are wholly or partially owned by US persons. Accordingly, the entity through which our common stock is held will affect the determination of whether such withholding is required. Similarly, dividends in respect of, and gross proceeds from the sale of, our common stock held by an investor that is a non-financial non-US entity will be subject to withholding at a rate of 30 percent, unless such entity either (i) certifies to us that such entity does not have any "substantial United States owners" or (ii) provides certain information regarding the entity's "substantial United States owners," which we will in turn provide to the Secretary of the Treasury. The recently enacted legislation requires the Secretary of the Treasury to coordinate the withholding rules of the new legislation and the withholding rules of other provisions of the Code (such as the withholding rules discussed above under “Distributions on Our Common Stock” and “Information Reporting and Backup Withholding”). Furthermore, although there can be no assurances in this regard, it is possible that if a beneficial owner of a payment is entitled to treaty benefits and the recently enacted legislation results in withholding that overly-taxes the beneficial owner, the beneficial owner may be eligible for a credit or refund, provided the beneficial owner complies with procedures to be established by the Secretary of the Treasury. Non-US holders are encouraged to consult with their tax advisors regarding the possible implications of the legislation on their investment in our common stock.

Underwriting

We are offering the shares of our common stock described in this prospectus through the underwriters named below. UBS Securities LLC and Goldman, Sachs & Co. are acting as joint book-running managers of this offering and as the representatives of the underwriters. We have entered into an underwriting agreement with the representatives. Subject to the terms and condition of the underwriting agreement, each of the underwriters has severally agreed to purchase the number of shares of common stock listed next to its name in the following table.

Underwriters	Number of Shares
UBS Securities LLC	
Goldman, Sachs & Co.	
Piper Jaffray & Co.	
Total	

The underwriting agreement provides that the underwriters must buy all of the shares if they buy any of them. However, the underwriters are not required to pay for the shares covered by the underwriters' over-allotment option described below.

Our common stock is offered subject to a number of conditions, including:

- receipt and acceptance of our common stock by the underwriters; and
- the underwriters' right to reject orders in whole or in part.

We have been advised by the representatives that the underwriters intend to make a market in our common stock but that they are not obligated to do so and may discontinue making a market at any time without notice.

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses electronically.

OVER-ALLOTMENT OPTION

We have granted the underwriters an option to buy up to an aggregate of additional shares of our common stock. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with this offering. The underwriters have 30 days from the date of this prospectus to exercise this option. If the underwriters exercise this option, they will each purchase additional shares approximately in proportion to the amounts specified in the table above.

COMMISSIONS AND DISCOUNTS

Shares sold by the underwriters to the public will initially be offered at the initial offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. Sales of shares made outside of the US may be made by affiliates of the underwriters. If all the shares are not sold at the initial public offering price, the representatives may change the offering price and the other selling terms. Upon execution of the underwriting agreement, the underwriters will be obligated to purchase the shares at the prices and upon the terms stated therein and, as a result, will thereafter bear any risk associated with changing the offering price to the public or other selling terms. The representatives of the underwriters have informed us that they do not expect to sell more than an aggregate of five percent of the total number of shares of common stock offered by them to accounts over which such representatives exercise discretionary authority.

The following table shows the per share and total underwriting discounts and commissions we will pay to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares.

	No exercise	Full exercise
Per share	$	$
Total	$	$

We estimate that the total expenses of this offering payable by us, not including the underwriting discounts and commissions, will be approximately $ million.

NO SALES OF SIMILAR SECURITIES

We, our executive officers and directors, the holders of all of our outstanding shares of common and preferred stock and the holders of all of our currently outstanding common and preferred stock warrants have entered into lock-up agreements with the underwriters. Under these agreements, we and each of these persons may not, without the prior written approval of UBS Securities LLC and Goldman, Sachs & Co. offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, or hedge our common stock or securities convertible into or exchangeable or exercisable for our common stock, except in the circumstances described below. These restrictions will be in effect for a period of 180 days after the date of this prospectus, which period is subject to extension in the circumstances described in the paragraph below. At any time and without public notice, UBS Securities LLC and Goldman, Sachs & Co. may, in their sole discretion, release some or all the securities from these lock-up agreements.

Notwithstanding the above, if (i) during the period beginning on the date that is 15 calendar days plus three (3) business days before the last day of the 180-day period described in the paragraph above, or the initial lock-up period, and ends on the last day of the initial lock-up period, we issue an earnings release or material news or a material event relating to us occurs; or (ii) prior to the expiration of the initial lock-up period, we announce that we will release earnings results during the sixteen (16) day period beginning on the last day of the initial lock-up period, then the restrictions imposed by these lock-up agreements will continue to apply until the expiration of the date that is 15 calendar days plus three (3) business days after the date on which the issuance of the earnings release or the material news or material event occurs.

The restrictions set forth above shall not apply to our issuance of shares of our common stock described below:

- the issuance by us of shares of common stock upon the exercise of options or warrants disclosed as outstanding in this prospectus;
- the issuance to employees or directors of restricted stock grants or stock options not exercisable during the lock-up period pursuant to equity incentive plans described in this prospectus;
- the filing of registration statements on Form S-8 relating to shares of our common stock which may be issued pursuant to our existing equity incentive plans; and

- the registration under the Act and issuance by us of shares of our common stock in connection with any acquisitions or strategic investments as long as (i) the number of shares issued does not exceed 10% of the number of shares of our common stock outstanding immediately after this offering (after giving effect to the conversion of all of our currently outstanding shares of convertible preferred stock), and (ii) each of the recipients of these shares execute a lock-up agreement for the remainder of the lock-up period.

The restrictions set forth above shall not apply to the following types of transfers of shares of our common stock, or securities convertible into or exchangeable or exercisable for our common stock, by any of our directors, executive officers of the holders of our shares or warrants in the following circumstances:

- a bona fide gift; provided, that the recipient thereof executes a lock-up agreement for the remainder of the lock-up period;
- a disposition to any trust for the direct or indirect benefit of the holder and/or the holder's immediate family; provided, that (i) such disposition does not involve a disposition for value and (ii) such trust executes a lock-up agreement for the remainder of the lock-up period;
- in the case of a corporation, limited liability company or partnership, a transfer to a wholly-owned subsidiary thereof, or to the direct or indirect stockholders, members or partners or other affiliates thereof; provided, that (i) such transfer does not involve a disposition for value, (ii) the transferee executes a lock-up agreement for the remainder of the lock-up period, and (iii) no filing pursuant to Section 16 of the Exchange Act is required as a result of such transfer;
- a transfer which occurs by operation of law; provided, that (i) no filing pursuant to Section 16 of the Exchange Act is required as a result of such transfer and (ii) such transferee executes a lock-up agreement for the remainder of the lock-up period; and
- the disposition of shares of common stock acquired in open market transactions after the offering; provided, that such disposition is not required to be reported pursuant to Section 16 of the Exchange Act.

INDEMNIFICATION

We have agreed to indemnify the several underwriters against certain liabilities, including certain liabilities under the Securities Act. If we are unable to provide this indemnification, we have agreed to contribute to payments the underwriters may be required to make in respect of those liabilities.

NASDAQ GLOBAL MARKET QUOTATION

We intend to apply to list our common stock on The Nasdaq Global Market under the trading symbol "GEVO."

PRICE STABILIZATION, SHORT POSITIONS

In connection with this offering, the underwriters may engage in activities that stabilize, maintain or otherwise affect the price of our common stock, including:

- stabilizing transactions;
- short sales;
- purchases to cover positions created by short sales;

- imposition of penalty bids; and
- syndicate covering transactions.

Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of our common stock while this offering is in progress. These transactions may also include making short sales of our common stock, which involve the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering and purchasing shares of common stock on the open market to cover short positions created by short sales. Short sales may be “covered short sales,” which are short positions in an amount not greater than the underwriters’ over-allotment option referred to above, or may be “naked short sales,” which are short positions in excess of that amount.

The underwriters may close out any covered short position by either exercising their over-allotment option, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option.

Naked short sales are in excess of the over-allotment option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market that could adversely affect investors who purchased in this offering.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of that underwriter in stabilizing or short covering transactions.

As a result of these activities, the price of our common stock may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. The underwriters may carry out these transactions on The Nasdaq Global Market, in the over-the-counter market or otherwise.

DETERMINATION OF OFFERING PRICE

Prior to this offering, there was no public market for our common stock. The initial public offering price will be determined by negotiation by us and the representatives of the underwriters. The principal factors to be considered in determining the initial public offering price includes:

- the information set forth in this prospectus and otherwise available to representatives;
- our history and prospects and the history and prospects for the industry in which we compete;
- our past and present financial performance and an assessment of our management;
- our prospects for future earnings and the present state of our development;
- the general condition of the securities market at the time of this offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

AFFILIATIONS

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and their affiliates may from time to time in the future engage with us and perform services for us in the ordinary course of their business for which they will receive customary fees and expenses. In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of us or our subsidiaries. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of these securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in these securities and instruments.

DIRECTED SHARE PROGRAM

At our request, the underwriters have reserved up to 5% of the common stock being offered by this prospectus for sale at the initial public offering price to our directors, officers, employees and other individuals associated with us and members of their families. The sales will be made by UBS Financial Services Inc., a selected dealer affiliated with UBS Securities LLC, through a directed share program. We do not know if these persons will choose to purchase all or any portion of these reserved shares, but any purchases they do make will reduce the number of shares available to the general public. Participants in the directed share program who purchase more than $500,000 of shares shall be subject to a 180-day lock-up with respect to any shares sold to them pursuant to that program. This lock-up will have similar restrictions and an identical extension provision to the lock-up agreements described below. Any shares sold in the directed share program to our directors, executive officers or existing security holders shall be subject to the lock-up agreements described below. See “No Sales of Similar Securities.”

NOTICE TO INVESTORS

Notice to prospective investors in European Economic Area

In relation to each Member State of the European Economic Area, or EEA, which has implemented the Prospectus Directive (each, a “Relevant Member State”), with effect from, and including, the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”), an offer to the public of our securities which are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State, except that, with effect from, and including, the Relevant Implementation Date, an offer to the public in that Relevant Member State of our securities may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to legal entities which are authorized or regulated to operate in the financial markets, or, if not so authorized or regulated, whose corporate purpose is solely to invest in our securities;
- to any legal entity which has two or more of: (i) an average of at least 250 employees during the last (or, in Sweden, the last two) financial year(s); (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last (or, in Sweden, the last two) annual or consolidated accounts; or

- to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the representative for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive provided that no such offer of our securities shall result in a requirement for the publication by us or any underwriter or agent of a prospectus pursuant to Article 3 of the Prospectus Directive.

As used above, the expression “offered to the public” in relation to any of our securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and our securities to be offered so as to enable an investor to decide to purchase or subscribe for our securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The EEA selling restriction is in addition to any other selling restrictions set out in this prospectus.

Notice to prospective investors in the United Kingdom

This prospectus is only being distributed to and is only directed at: (1) persons who are outside the United Kingdom; (2) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”); or (3) high net worth companies, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons falling within (1)-(3) together being referred to as “relevant persons”). The shares are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such shares will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this prospectus or any of its contents.

Notice to prospective investors in Switzerland

The Prospectus does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations (“CO”) and the shares will not be listed on the SIX Swiss Exchange. Therefore, the Prospectus may not comply with the disclosure standards of the CO and/or the listing rules (including any prospectus schemes) of the SIX Swiss Exchange. Accordingly, the shares may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors, which do not subscribe to the shares with a view to distribution.

Notice to prospective investors in Australia

This prospectus is not a formal disclosure document and has not been, nor will be, lodged with the Australian Securities and Investments Commission. It does not purport to contain all information that an investor or their professional advisers would expect to find in a prospectus or other disclosure document (as defined in the Corporations Act 2001 (Australia)) for the purposes of Part 6D.2 of the Corporations Act 2001 (Australia) or in a product disclosure statement for the purposes of Part 7.9 of the Corporations Act 2001 (Australia), in either case, in relation to the securities.

The securities are not being offered in Australia to “retail clients” as defined in sections 761G and 761GA of the Corporations Act 2001 (Australia). This offering is being made in Australia solely to “wholesale clients” for the purposes of section 761G of the Corporations Act 2001 (Australia) and, as such, no prospectus, product disclosure statement or other disclosure document in relation to the securities has been, or will be, prepared.

This prospectus does not constitute an offer in Australia other than to wholesale clients. By submitting an application for our securities, you represent and warrant to us that you are a wholesale client for the purposes of section 761G of the Corporations Act 2001 (Australia). If any recipient of this prospectus is not a wholesale client, no offer of, or invitation to apply for, our securities shall be deemed to be made to such recipient and no applications for our securities will be accepted from such recipient. Any offer to a recipient in Australia, and any agreement arising from acceptance of such offer, is personal and may only be accepted by the recipient. In addition, by applying for our securities you undertake to us that, for a period of 12 months from the date of issue of the securities, you will not transfer any interest in the securities to any person in Australia other than to a wholesale client.

Notice to prospective investors in Hong Kong

Our securities may not be offered or sold in Hong Kong, by means of this prospectus or any document other than (i) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (ii) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong). No advertisement, invitation or document relating to our securities may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere) which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to prospective investors in Japan

Our securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and our securities will not be offered or sold, directly or indirectly, in Japan, or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan, or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to prospective investors in Singapore

This document has not been registered as a prospectus with the Monetary Authority of Singapore and in Singapore, the offer and sale of our securities is made pursuant to exemptions provided in sections 274 and 275 of the Securities and Futures Act, Chapter 289 of Singapore ("SFA"). Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of our securities may not be circulated or distributed, nor may our securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor as defined in Section 4A of the SFA pursuant to Section 274 of the SFA, (ii) to a relevant person as defined in section 275(2) of the SFA pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with the conditions (if any) set forth in the SFA. Moreover, this document is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. Prospective investors in Singapore should consider carefully whether an investment in our securities is suitable for them.

Where our securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- by a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- for a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for six months after that corporation or that trust has acquired the shares under Section 275 of the SFA, except:

- to an institutional investor, for corporations under Section 274 of the SFA, or to a relevant person defined in Section 275(2) of the SFA, or any person pursuant to an offer that is made on terms that such shares of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA;
- where no consideration is given for the transfer; or
- where the transfer is by operation of law.

In addition, investors in Singapore should note that the securities acquired by them are subject to resale and transfer restrictions specified under Section 276 of the SFA, and they, therefore, should seek their own legal advice before effecting any resale or transfer of their securities.

Legal matters

The validity of our common stock offered by this prospectus will be passed upon for us by Paul, Hastings, Janofsky & Walker LLP, San Diego, California. Certain legal matters in connection with this offering will be passed upon for the underwriters by Skadden, Arps, Slate, Meagher & Flom LLP.

Experts

The consolidated financial statements of Gevo, Inc. and subsidiary as of December 31, 2008 and 2009, and for each of the three years in the period ended December 31, 2009, included in this Prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein (which report expresses an unqualified opinion on the consolidated financial statements and includes explanatory paragraphs referring to the company's status as a development stage enterprise and the company's change in the method of accounting for preferred stock warrants). Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The combined financial statements of Agri-Energy as of and for the years ended December 31, 2008 and 2009, included in this Prospectus have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the preparation of the combined financial statements from the separate records maintained by CORN-er Stone Farmers' Cooperative) appearing herein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

Where you can find additional information

We have filed with the Securities and Exchange Commission a registration statement on Form S-1 under the Securities Act, with respect to the shares of our common stock offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. Some items are omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and the common stock offered hereby, we refer you to the registration statement and the exhibits and schedules filed therewith. Statements contained in this prospectus as to the contents of any contract, agreement or any other document are summaries of the material terms of this contract, agreement or other document. A copy of the registration statement, and the exhibits and schedules thereto, may be inspected without charge at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of these materials may be obtained by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facility. The SEC maintains a web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the SEC's website is http://www.sec.gov.

Upon completion of this offering, we will become subject to the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, will file periodic reports, proxy statements and other information with the SEC. Such periodic reports, proxy statements and other information will be available for inspection and copying at the public reference room and web site of the SEC referred to above. We maintain a website at www.gevo.com. You may access our annual report on

Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The reference to our website address does not constitute incorporation by reference of the information contained on our website.

Index to Gevo, Inc. Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Gevo, Inc. and Subsidiary
Englewood, Colorado

We have audited the accompanying consolidated balance sheets of Gevo, Inc. and its subsidiary (the "Company") (a development stage company) as of December 31, 2008 and 2009, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2009. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2008 and 2009, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2009 in conformity with accounting principles generally accepted in the United States of America.

The Company is a development stage enterprise engaged in conducting research and development, establishing its facilities, recruiting personnel, business development, business and financial planning, and raising capital. As discussed in Note 1 to the consolidated financial statements, successful completion of the Company's research and development program, and ultimately, the attainment of profitable operations are dependent upon future events, including completion of its development activities resulting in commercial products and/or technology, obtaining adequate financing to complete its development activities, obtaining adequate financing to acquire access to and complete the retrofit of ethanol plants to isobutanol production, market acceptance and demand for its products and services and attracting and retaining qualified personnel.

As discussed in Note 1 to the consolidated financial statements, the Company has changed its method of accounting for preferred stock warrants as of January 1, 2009.

/s/ DELOITTE & TOUCHE LLP

Denver, Colorado
August 12, 2010

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED BALANCE SHEETS

	December 31, 2008	December 31, 2009	March 31, 2010 (unaudited)	Pro Forma as of March 31, 2010 (Note 1) (unaudited)
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 9,635,000	$ 21,240,000	$ 32,428,000	
Accounts receivable	—	99,000	186,000	
Current portion of restricted certificate of deposit	40,000	40,000	40,000	
Prepaid expenses and other current assets	35,000	163,000	150,000	
Total current assets	9,710,000	21,542,000	32,804,000	
PROPERTY AND EQUIPMENT—Net (Note 2)	3,132,000	4,632,000	4,017,000	
RESTRICTED CERTIFICATE OF DEPOSIT—Less current portion	159,000	119,000	119,000	
DEFERRED OFFERING COSTS	—	—	474,000	
DEPOSITS AND OTHER ASSETS	93,000	90,000	90,000	
TOTAL	$ 13,094,000	$ 26,383,000	$ 37,504,000	
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Accounts payable and accrued expenses (Note 7)	$ 1,644,000	$ 2,521,000	$ 3,223,000	
Current portion of secured long-term debt—Net of $228,000, $0 and $302,000 discount at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively (Note 5)	1,769,000	—	924,000	
Fair value of warrant liabilities (Note 9)	—	982,000	1,572,000	—
Total current liabilities	3,413,000	3,503,000	5,719,000	
SECURED LONG-TERM DEBT—Net of $485,000, $688,000 and $317,000 discount, less current portion, at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively (Note 5)	6,409,000	7,701,000	6,846,000	
OTHER LIABILITIES	114,000	96,000	1,446,000	
Total liabilities	9,936,000	11,300,000	14,011,000	
COMMITMENTS AND CONTINGENCIES (Notes 3 and 14)				
STOCKHOLDERS' EQUITY (Note 8):				
Gevo, Inc. stockholders' equity:				
Convertible preferred stock, $0.01 par value per share; 8,240,518, 13,922,337 and 15,246,000 shares authorized at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively; 7,986,956, 12,603,439, and 13,546,783 shares issued and outstanding at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively; aggregate liquidation preference of $25,005,000, $57,504,000, and $73,654,000 at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively; no shares authorized, issued or outstanding pro forma (unaudited)	80,000	126,000	135,000	—
Common stock, $0.01 par value per share; 20,000,000, 25,000,000 and 30,000,000 shares authorized at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively; 1,164,072, 1,151,376 and 1,173,548 shares issued and outstanding at December 31, 2008, 2009 and March 31, 2010 (unaudited), respectively; 30,000,000 shares authorized, 14,720,331 shares issued and outstanding pro forma (unaudited)	12,000	12,000	12,000	147,000
Additional paid-in capital	26,203,000	57,382,000	73,663,000	75,235,000
Deficit accumulated during development stage	(23,137,000)	(42,437,000)	(50,317,000)	(50,317,000)
Total stockholders' equity	3,158,000	15,083,000	23,493,000	25,065,000
TOTAL	$ 13,094,000	$ 26,383,000	$ 37,504,000	

See notes to consolidated financial statements

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Three Months Ended March 31, 2009 (unaudited)	Three Months Ended March 31, 2010 (unaudited)	From June 9, 2005 (Date of Inception) Through March 31, 2010 (unaudited)
REVENUE	$ 275,000	$ 208,000	$ 660,000	$ 158,000	$ 330,000	$ 1,573,000
OPERATING EXPENSES:						
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(1,820,000)	(4,668,000)	(27,314,000)
General and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(1,567,000)	(2,642,000)	(20,434,000)
Lease termination costs (Note 14)	(894,000)	—	—	—	—	(894,000)
Loss on abandonment or disposal of assets (Note 2)	(243,000)	(78,000)	(22,000)	—	—	(343,000)
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(3,387,000)	(7,310,000)	(48,985,000)
LOSS FROM OPERATIONS	(7,162,000)	(13,311,000)	(18,569,000)	(3,229,000)	(6,980,000)	(47,412,000)
OTHER (EXPENSE) INCOME:						
Interest expense (Notes 5 and 6)	(140,000)	(1,385,000)	(1,103,000)	(250,000)	(308,000)	(2,936,000)
Interest and other income	76,000	154,000	277,000	17,000	19,000	547,000
Loss from change in fair value of warrant liabilities (Note 9)	—	—	(490,000)	(455,000)	(590,000)	(1,080,000)
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(688,000)	(879,000)	(3,469,000)
NET LOSS	(7,226,000)	(14,542,000)	(19,885,000)	(3,917,000)	(7,859,000)	(50,881,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(21,000)	(21,000)
NET LOSS ATTRIBUTABLE TO GEVO, INC. COMMON STOCKHOLDERS	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (3,917,000)	$ (7,880,000)	$ (50,902,000)
Net loss per share attributable to Gevo, Inc. common stockholders—basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (3.60)	$ (7.02)	
Weighted average number of common shares outstanding—basic and diluted	976,909	1,051,848	1,100,294	1,087,674	1,123,045	
Pro forma net loss per share attributable to Gevo, Inc. common stockholders—basic and diluted (unaudited) (Note 1)			$ (1.62)		$ (0.53)	
Pro forma weighted average common shares outstanding—basic and diluted (unaudited) (Note 1)			11,966,689		13,789,374	

See notes to consolidated financial statements

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Gevo, Inc. stockholders						
	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
BALANCE—June 9, 2005 (date of inception)	—	$ —	—	$ —	$ —	$ —	$ —
Issuance of common stock			950,000	10,000	(10,000)		—
Issuance of Series A-1 preferred stock	1,000,000	10,000			490,000		500,000
Stock issuance costs					(56,000)		(56,000)
Net loss for the year ended December 31, 2005						(259,000)	(259,000)
BALANCE—December 31, 2005	1,000,000	10,000	950,000	10,000	424,000	(259,000)	185,000
Issuance of Series A-2 preferred stock	1,084,000	11,000			892,000		903,000
Issuance of Series A-3 preferred stock	915,000	9,000			1,592,000		1,601,000
Issuance of warrants with secured long-term debt					10,000		10,000
Stock issuance costs					(20,000)		(20,000)
Stock-based compensation					2,000		2,000
Net loss for the year ended December 31, 2006						(1,110,000)	(1,110,000)
BALANCE—December 31, 2006	2,999,000	30,000	950,000	10,000	2,900,000	(1,369,000)	1,571,000
Issuance of Series A-4 preferred stock	858,369	9,000			1,991,000		2,000,000
Issuance of Series B preferred stock	1,027,397	10,000			2,990,000		3,000,000
Issuance of common stock			22,000		10,000		10,000
Issuance of restricted common stock			187,500	2,000	(2,000)		—
Issuance of warrants with secured long-term debt					33,000		33,000
Stock issuance costs					(82,000)		(82,000)
Stock-based compensation					55,000		55,000
Net loss for the year ended December 31, 2007						(7,226,000)	(7,226,000)
BALANCE—December 31, 2007	4,884,766	49,000	1,159,500	12,000	7,895,000	(8,595,000)	(639,000)
Issuance of Series C preferred stock converted from promissory notes and accrued interest	555,346	6,000			3,037,000		3,043,000
Issuance of Series C preferred stock	2,546,844	25,000			13,932,000		13,957,000
Issuance of warrants with secured long-term debt					326,000		326,000
Issuance of warrants with convertible promissory notes					505,000		505,000
Beneficial conversion feature—convertible promissory notes					505,000		505,000
Stock issuance costs					(210,000)		(210,000)
Stock-based compensation					207,000		207,000
Issuance of restricted common stock			50,000	1,000	(1,000)		—
Forfeiture of restricted common stock			(64,583)	(1,000)	1,000		—
Exercise of stock options to common stock			19,155		6,000		6,000
Net loss for the year ended December 31, 2008						(14,542,000)	(14,542,000)

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY — (Continued)

	Gevo, Inc. stockholders						
	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
BALANCE—December 31, 2008	7,986,956	80,000	1,164,072	12,000	26,203,000	(23,137,000)	3,158,000
Cumulative effect of reclassification of preferred stock warrants from equity to liabilities on January 1, 2009					(874,000)	585,000	(289,000)
Issuance of Series D preferred stock	4,616,483	46,000			32,454,000		32,500,000
Stock issuance costs					(1,346,000)		(1,346,000)
Stock-based compensation					945,000		945,000
Forfeiture of restricted common stock			(13,530)				—
Exercise of stock options to common stock			834				—
Net loss for the year ended December 31, 2009						(19,885,000)	(19,885,000)
BALANCE—December 31, 2009	12,603,439	126,000	1,151,376	12,000	57,382,000	(42,437,000)	15,083,000
Issuance of Series D-1 preferred stock (unaudited)	943,344	9,000			13,292,000		13,301,000
Beneficial conversion feature—Series D-1 (unaudited)					2,849,000		2,849,000
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock (unaudited)					21,000	(21,000)	
Stock issuance costs (unaudited)					(81,000)		(81,000)
Stock-based compensation (unaudited)					184,000		184,000
Forfeiture of restricted common stock (unaudited)			(9,375)				
Exercise of stock options to common stock (unaudited)			31,547		16,000		16,000
Net loss for the three months ended March 31, 2010 (unaudited)						(7,859,000)	(7,859,000)
BALANCE—March 31, 2010 (unaudited)	13,546,783	$ 135,000	1,173,548	$ 12,000	$ 73,663,000	$ (50,317,000)	$ 23,493,000

See notes to consolidated financial statements

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Three Months Ended March 31, 2009 (unaudited)	Three Months Ended March 31, 2010 (unaudited)	Cumulative Amounts From June 9, 2005 (Date of Inception) Through March 31, 2010 (unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net loss	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (3,917,000)	$ (7,859,000)	$ (50,881,000)
Adjustments to reconcile net loss to net cash used in operating activities:						
Depreciation and amortization	240,000	678,000	1,511,000	237,000	809,000	3,313,000
Stock-based compensation	55,000	207,000	945,000	67,000	184,000	1,393,000
Stock expense for shares issued pursuant to license agreements	10,000	—	—	—	—	10,000
Noncash interest expense and amortization of debt discounts to noncash interest expense	54,000	1,102,000	235,000	57,000	69,000	1,460,000
Loss from change in fair value of warrant liabilities	—	—	490,000	455,000	590,000	1,080,000
Loss on abandonment or disposal of fixed assets	243,000	78,000	22,000	—	—	343,000
Changes in operating assets and liabilities:						
Accounts receivable	(33,000)	33,000	(99,000)	(85,000)	(88,000)	(187,000)
Prepaid expenses and other current assets	(253,000)	247,000	(128,000)	(45,000)	13,000	(151,000)
Deposits and other assets	(205,000)	147,000	4,000	(1,000)	—	(89,000)
Accounts payable, accrued expenses, and long-term liabilities	1,246,000	309,000	806,000	321,000	1,573,000	4,139,000
Net cash used in operating activities	(5,869,000)	(11,741,000)	(16,099,000)	(2,911,000)	(4,709,000)	(39,570,000)
CASH FLOWS FROM INVESTING ACTIVITIES:						
Acquisitions of property and equipment	(1,341,000)	(2,360,000)	(2,982,000)	(34,000)	(141,000)	(7,575,000)
Proceeds from the sale of property and equipment	—	5,000	—	—	—	5,000
Restricted certificate of deposit	(218,000)	40,000	40,000	—	—	(159,000)
Net cash used in investing activities	(1,559,000)	(2,315,000)	(2,942,000)	(34,000)	(141,000)	(7,729,000)
CASH FLOWS FROM FINANCING ACTIVITIES:						
Proceeds from issuance of common stock	—	6,000	—	—	16,000	22,000
Proceeds from issuance of convertible preferred stock	5,000,000	13,957,000	32,500,000	—	16,150,000	70,611,000
Proceeds from issuance of convertible promissory notes with warrant	—	3,000,000	—	—	—	3,000,000
Proceeds from issuance of secured long-term debt	1,568,000	7,396,000	114,000	114,000		9,078,000
Proceeds from issuance of warrants	—	—	—	—	—	1,000
Payment of principal on secured long-term debt	—	(521,000)	(622,000)	(306,000)		(1,143,000)
Deferred offering costs					(47,000)	(47,000)
Payment of stock issuance costs	(82,000)	(210,000)	(1,346,000)	—	(81,000)	(1,795,000)
Net cash provided by (used in) financing activities	6,486,000	23,628,000	30,646,000	(192,000)	16,038,000	79,727,000

Gevo, Inc. and Subsidiary (A Development Stage Company)

CONSOLIDATED STATEMENTS OF CASH FLOWS — (Continued)

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Three Months Ended March 31, 2009	Three Months Ended March 31, 2010	Cumulative Amounts From June 9, 2005 (Date of Inception) Through March 31, 2010
				(unaudited)	(unaudited)	(unaudited)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(942,000)	9,572,000	11,605,000	(3,137,000)	11,188,000	32,428,000
CASH AND CASH EQUIVALENTS:						
Beginning of period	1,005,000	63,000	9,635,000	9,635,000	21,240,000	—
Ending of period	$ 63,000	$ 9,635,000	$ 21,240,000	$ 6,498,000	$ 32,428,000	$ 32,428,000
SUPPLEMENTAL DISCLOSURES OF NONCASH TRANSACTIONS— Investing and financing:						
Warrants issued with secured long-term debt (grant date fair value)	$ 33,000	$ 326,000	$ 203,000	$ 1,000	$ —	$ 572,000
Warrants issued with convertible promissory notes	$ —	$ 505,000	$ —	$ —	$ —	$ 505,000
Promissory notes and accrued interest converted to Series C preferred stock	$ —	$ 3,043,000	$ —	$ —	$ —	$ 3,043,000
Issuance of common stock pursuant to license agreements	$ 10,000	$ —	$ —	$ —	$ —	$ 10,000
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	$ —	$ —	$ —	$ —	$ —	$ 21,000
Capital asset additions in accounts payable and accrued expenses	$ —	$ —	$ 52,000	$ 48,000	$ 106,000	$ 106,000
Accrued deferred offering costs	$ —	$ —	$ —	$ —	$ 427,000	$ 427,000
SUPPLEMENTAL CASH FLOW DISCLOSURE—Cash paid for interest	$ 86,000	$ 283,000	$ 868,000	$ 193,000	$ 239,000	$ 1,476,000

See notes to consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(As of December 31, 2008 and 2009 and for the years ended December 31, 2007, 2008 and 2009. Information as of March 31, 2010 and for the three months ended March 31, 2009 and 2010 is unaudited.)

1. Nature of Business and Significant Accounting Policies

Nature of Business—Gevo, Inc. and its subsidiary (the "Company") is a renewable chemicals and advanced biofuels company focused on the development and commercialization of alternatives to petroleum-based products based on isobutanol produced from renewable feedstocks. Gevo, Inc. was incorporated in Delaware on June 9, 2005, as Methanotech, Inc. and filed an amendment to its certificate of incorporation changing its name to Gevo, Inc. on March 29, 2006. Gevo, Inc. formed Gevo Development, LLC ("Gevo Development"), a Delaware limited liability company, on September 18, 2009, to finance and develop biorefineries through direct acquisition or joint venture (Note 4).

At March 31, 2010, the Company was considered to be in the development stage as its primary activities, since incorporation, were conducting research and development, establishing its facilities, recruiting personnel, business development, business and financial planning and raising capital. Successful completion of the Company's research and development program, and ultimately, the attainment of profitable operations are dependent upon future events, including completion of its development activities resulting in commercial products and/or technology, obtaining adequate financing to complete its development activities, obtaining adequate financing to acquire access to and complete the retrofit of ethanol plants to isobutanol production, market acceptance and demand for its products and services, and attracting and retaining qualified personnel.

Financial Condition—The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. For the year ended December 31, 2009, the Company incurred a consolidated net loss of $19,885,000 and had an accumulated deficit of $42,437,000. For the three months ended March 31, 2010, the Company incurred a consolidated net loss of $7,859,000 and had an accumulated deficit of $50,317,000. The Company expects to incur future net losses as it continues to fund the development and commercialization of its product candidates.

The Company has funded its activities since inception primarily through private placements of preferred stock and the issuance of convertible and nonconvertible debt. The Company expects to obtain funding through additional equity offerings and issuance of debt until it achieves positive cash flow from operations. The Company's cash and cash equivalents at March 31, 2010 totaled $32,428,000. In April and May 2010 (unaudited) the Company issued 900,331 shares of Series D-1 preferred stock at $17.12 per share for gross cash proceeds of approximately $15,414,000 and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of future services to be provided by ICM (Note 16). These amounts are offset by offering costs of $72,000. Management expects that cash on hand, including cash from the issuance of the Series D-1 preferred shares in April and May 2010, will provide the Company with adequate funding for at least the next 12 months. There are no assurances that the Company will be able to raise adequate funds, or achieve or sustain profitability or positive cash flow from operations. The accompanying consolidated financial statements do not include any adjustments that may result from the Company's inability to raise sufficient funds or achieve profitability.

A summary of significant accounting policies is as follows:

Unaudited Interim Financial Information—The interim consolidated financial statements and related disclosures as of March 31, 2010, for the three months ended March 31, 2009 and 2010, and for the cumulative period from June 9, 2005 (date of inception) to March 31, 2010 are unaudited and have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (SEC). The unaudited interim consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and, in the opinion of management, reflect all adjustments of a normal recurring nature considered necessary to present fairly the Company's financial position as of March 31, 2010, the results of its operations and its cash flows for the three months ended March 31, 2009 and 2010, and for the cumulative period from June 9, 2005 (date of inception) to March 31, 2010. The financial data and other information disclosed in these notes to the consolidated financial statements as of March 31, 2010, for the three months ended March 31, 2009 and 2010, and for the period from June 9, 2005 (date of inception) to March 31, 2010 are unaudited. The results of operations for the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the year ending December 31, 2010.

Unaudited Pro Forma Information—The unaudited pro forma balance sheet as of March 31, 2010 reflects the automatic conversion of all outstanding shares of convertible preferred stock as of that date into 13,546,783 shares of common stock and the reclassification of the preferred stock warrant liability of 1,572,000 to additional paid-in capital, each of which will occur upon the closing of the Company's proposed initial public offering. The convertible preferred stock converts to common stock on an assumed one for one basis for all series of preferred stock. See Note 8 for conversion ratio adjustments that may be applicable upon future events, including adjustments applicable to the Series D-1 preferred stock based on the offering price of the Company's common stock in a qualified initial public offering or subsequent financing. Pro forma net loss per share reflects the assumed conversion of all outstanding shares of convertible preferred stock as noted above. Also, the numerator in the pro forma basic and diluted net loss per share calculation has been adjusted to remove losses resulting from remeasurement of the convertible preferred stock warrant liability as these measurements would no longer be required when the convertible preferred stock warrants become warrants to purchase shares of the Company's common stock.

Principles of Consolidation—The consolidated financial statements include the accounts of Gevo, Inc., and its majority-owned subsidiary, Gevo Development, a variable interest entity where Gevo, Inc. is the primary beneficiary. As more fully described in Note 4, Gevo Development was formed in September 2009. Gevo, Inc. controls 90% of the voting rights and has appointed three of the five members of the board of managers of Gevo Development as of March 31, 2010. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from those estimates.

Risks and Uncertainties—The Company's operations are subject to certain risks and uncertainties, including those associated with the ability to meet obligations, continuing losses, negative cash flow from operations and fluctuations in operating results, funding expansion, strategic alliances, managing growth and expansion, acquiring access to or ownership of production assets, financing arrangement terms that may restrict operations, government regulations and regulatory requirements, development by the

Company's competitors of new technological innovations, protection of proprietary technology, the economy, technology trends, completion of its development activities resulting in commercial products and/or technology, and evolving industry standards.

Cash and Cash Equivalents—The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Restricted Certificate of Deposit—The Company maintained a certificate of deposit in the amount of $159,000, as of March 31, 2010, that is pledged as collateral on a letter of credit related to its facility lease in Englewood, Colorado and classified as restricted certificate of deposit in the balance sheets. The letter of credit will be reduced by approximately $40,000 each July until it is terminated in July 2013. The Company is required to maintain a certificate of deposit that is pledged as collateral against the letter of credit through the end of the lease term in July 2013. The certificate of deposit will be reduced as the letter of credit amount is reduced.

Deferred Offering Costs—Deferred financing costs include costs directly attributable to the Company's offering of its equity securities. In accordance with FASB ASC 340-10, *Other Assets and Deferred Costs*, these costs are deferred and capitalized as other assets and will be charged against the proceeds of the offering once completed. If the offering is not successful, the deferred offering costs will be recorded as an expense in the statement of operations in the period that determination is made. Deferred offering costs were $474,000 as of March 31, 2010.

Property and Equipment—Property and equipment are recorded at cost less accumulated depreciation. Provisions for depreciation and amortization are computed using the straight-line method over the assets' estimated useful lives ranging from three to five years, except for its demonstration plant equipment and capitalized costs, which are depreciated over the remaining contractual term of the development agreement with ICM, Inc. (ICM) which ends December 31, 2010 (Note 3). Leasehold improvements are amortized over the term of the lease agreement or the service lives of the improvements, whichever is shorter. Assets under construction are depreciated when they are placed into service. Maintenance and repairs are charged to expense as incurred and expenditures for major improvements are capitalized. When assets are retired or otherwise disposed of, the property accounts are relieved of costs and accumulated depreciation and any resulting gain or loss is credited or charged to operations.

Long-Lived Assets and Impairment—The Company periodically evaluates the recoverability of its long-lived assets in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 360, *Property, Plant, and Equipment* (previously FASB Statement No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*), and, if appropriate, reduces the carrying value whenever events or changes in business conditions indicate the carrying amount of the assets may not be fully recoverable. Recognition of impairment of long-lived assets is made in the event the carrying value of such assets exceeds the fair value. The Company has not yet generated positive cash flows from operations on a sustained basis, and such cash flows may not materialize for a significant period in the future, if ever. Additionally, the Company may make changes to its business plan that will result in changes to the expected cash flows from long-lived assets. As a result, it is possible that future evaluations of long-lived assets may result in impairment. No impairment charges have been recorded during the period from June 9, 2005 (date of inception) through March 31, 2010. The Company has recorded lease termination costs and losses on abandonment or disposal of assets as described in Notes 2 and 14.

Patents—All costs related to filing and pursuing patent applications are expensed as incurred as recoverability of such expenditures is uncertain and the underlying technologies are under development. Patent-related legal expenses incurred and recorded as general and administrative expense during the years ended December 31, 2007, 2008 and 2009, and for the period from June 9, 2005 (date of inception) to March 31, 2010, were $510,000, $598,000, $743,000, and $2,171,000, respectively. Patent-related legal expenses incurred and recorded as general and administrative expense for the three months ended March 31, 2009 and 2010 were $188,000 and $200,000, respectively.

Unamortized Debt Discount—Debt discounts incurred with the issuance of long-term debt are amortized to interest expense over the terms of the debt using the effective interest method. These discounts are recorded on the consolidated balance sheets as a reduction to secured long-term debt.

Beneficial Conversion Feature—The Company has recorded a beneficial conversion feature relating to the issuance of Series D-1 preferred stock (Note 8). The beneficial conversion feature is recorded as a discount to the Series D-1 preferred stock and amortized against retained earnings through September 30, 2011, unless converted earlier (Note 8).

Revenue Recognition—The Company's revenues from June 9, 2005 (date of inception) through March 31, 2010, relate to government research grants and cooperative agreements. Revenue under these research grants and cooperative agreements is recognized when the related expense is incurred and the Company has obtained approval to use the funds for agreed-upon budgeted expenses.

Research and Development—Research and development costs are expensed as incurred and are recorded as research and development expense in the consolidated statements of operations. The Company's research and development costs consist of expenses incurred to identify, develop, and test its technologies for the production of isobutanol. Research and development expense include personnel costs, consultants and related contract research, facility costs, supplies, depreciation on property and equipment used in development, license fees paid to third parties for use of their intellectual property and patent rights, and other direct and allocated expenses incurred to support the Company's overall research and development programs. The Company expenses these costs as incurred until the resulting product or technology is ready for use in a commercial setting. Upfront fees and milestone payments made under licensing agreements, payments for sponsored research, and university research gifts to support research at academic institutions is recorded as expense when incurred and classified as research and development expense.

Income Taxes—The Company accounts for income taxes under FASB ASC 740, *Income Taxes*, (previously FASB Statement No. 109, *Accounting for Income Taxes*, and includes FASB Interpretation (FIN) No. 48, *Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109*). Deferred tax assets and liabilities are recorded for the estimated future tax effects of temporary differences between the tax basis of assets and liabilities and amounts reported in the accompanying balance sheets, as well as operating loss carryforwards. Deferred tax assets are reduced by a valuation allowance if current evidence indicates that it is considered more likely than not that these benefits will not be realized (Note 11). Income tax positions are considered for uncertainty in accordance with FASB ASC 740, which defines a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods,

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disclosure, and transition. At the adoption date of January 1, 2007, the Company had no material unrecognized tax benefits that would affect its effective tax rate if recognized. At December 31, 2009, the Company has no material unrecognized tax benefits. The Company classifies interest and penalties arising from the underpayment of income taxes in the consolidated statements of operations as income tax expense. As of December 31, 2008 and 2009, and March 31, 2010, the Company has no accrued interest or penalties related to uncertain tax positions.

Stock-Based Compensation—The Company adopted FASB ASC 718, *Compensation—Stock Compensation*, (previously FASB Statement No. 123(R), *Share-Based Payment*), on January 1, 2006. Under the provisions of FASB ASC 718, stock-based compensation for awards to employees is measured at the grant date based on the fair value of the award and is recognized as expense over the required service period of the award. The Company did not grant any awards prior to January 1, 2006.

The Company accounts for stock-based awards to nonemployees using a fair value method in accordance with FASB ASC 718 and FASB ASC 505-50, *Equity—Equity-Based Payments to Non-Employees* (previously Emerging Issues Task Force (EITF) Issue No. 96-18, *Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services*).

Stock options issued to nonemployees are accounted for at the estimated fair value determined using a Black-Scholes option-pricing model. Restricted common stock grants issued to nonemployees are accounted for at the estimated fair value determined by management, which relied in part on independent outside valuations of the underlying common stock. The fair values of the stock options and stock-based awards granted to nonemployees are remeasured as the services are performed and the awards vest, and the resulting increase in value, if any, is recognized as expense during the period the related services are rendered.

The fair value of stock options granted was estimated using the Black-Scholes option-pricing model and requires the use of subjective valuation assumptions. The Black-Scholes valuation model requires several inputs and may not necessarily provide a reliable single measure of the fair value of stock options. The Company's options have characteristics significantly different from those of traded options and changes in input assumptions can materially affect the fair value estimates.

The fair value of the stock options granted in the years ended December 31, 2007, 2008 and 2009, were estimated using the following assumptions. No stock options were granted during the three months ended March 31, 2009 or 2010.

	Options Granted in Year 2007	Options Granted in Year 2008	Options Granted in Year 2009
Risk-free interest rate	4.43%	1.92%–4.43%	2.15%–2.55%
Expected dividend yield	None	None	None
Expected volatility factor	70%	70%–75%	76%–80%
Expected option life (in years)	6.25–6.50	4.87–6.08	5.08–6.07
Expected forfeitures	5%	0%–5%	0%–5%

The risk-free interest rate was based on the US Treasury yield curve in effect during the year of grant for instruments with a term similar to the expected life of the related option. The volatility factor was

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determined based upon management's estimate using inputs from comparable public companies. Due to the Company's limited history of grant activity, the expected life of options granted was estimated using the "simplified method" in accordance with Staff Accounting Bulletin 110, where the expected life equals the arithmetic average of the vesting term and the original contractual term of the options. No dividends are expected to be paid. Forfeitures have been estimated by the Company based upon historical and expected forfeiture experience.

At March 31, 2010, the Company had a single share-based compensation plan (Notes 8 and 10).

Concentrations of Credit Risk—The Company's financial instruments that are exposed to concentrations of credit risk consist of cash and cash equivalents in excess of the federally insured limits. The Company's cash and cash equivalents are deposited with high credit quality financial institutions and are primarily in demand deposit accounts.

Fair Value of Financial Instruments—FASB ASC 820, *Fair Value Measurements and Disclosures*, (previously FASB Statement No. 157, *Fair Value Measurements*) provides a framework for measuring fair value, expands the disclosures required for fair value measurements, and establishes a common definition of fair value applicable to all assets and liabilities measured at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The following fair value hierarchy prioritizes the inputs into valuation techniques used to measure fair value. The three levels of the hierarchy are as follows:

Level 1—Inputs that reflect unadjusted quoted prices in active markets that are accessible to the Company for identical assets or liabilities.

Level 2—Inputs include quoted prices for similar assets and liabilities in active and inactive markets or that are observable for the asset or liability either directly or indirectly.

Level 3—Unobservable inputs that are supported by little or no market activity.

The Company does not have any financial assets that are measured at fair value on a recurring basis.

Financial liabilities measured at fair value on a recurring basis are summarized below. There were no financial liabilities measured at fair value for the year ended December 31, 2008.

	Fair value as of December 31, 2009	Level 1	Level 2	Level 3
Liabilities—fair value of warrant liabilities	$ 982,000	$ —	$ —	$ 982,000

	Fair value as of March 31, 2010 (unaudited)	Level 1	Level 2	Level 3
Liabilities—fair value of warrant liabilities	$ 1,572,000	$ —	$ —	$1,572,000

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The changes in Level 3 liabilities measured at fair value on a recurring basis for the year ended December 31, 2009, and the three months ended March 31, 2010, are as follows:

	Fair Value of Warrant Liabilities
Liabilities:	
Balance—January 1, 2009, after cumulative effect of reclassification of warrants in accordance with FASB ASC 815 (previously EITF 07-5)	$ 289,000
Initial measurement of warrants issued during the period	1,000
Change in fair value of warrants	455,000
Balance—March 31, 2009	$ 745,000
Initial measurement of warrants issued during the period	202,000
Change in fair value of warrants	35,000
Balance—December 31, 2009	$ 982,000
Change in fair value of warrants (unaudited)	590,000
Balance—March 31, 2010 (unaudited)	$ 1,572,000

The change in fair value of warrants of $490,000, $455,000, and $590,000 for the year ended December 31, 2009, and for the three months ended March 31, 2009 and 2010, respectively, is reported as a loss from change in fair value of warrant liabilities in the consolidated statements of operations. See Note 9 for discussion of the valuation techniques used to measure the fair value of the preferred stock warrants. The carrying value of cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate their respective fair values due to the short-term nature of these instruments. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of the Company's debt obligations approximate their fair value.

Derivative Financial Instruments—The Company had current derivative liabilities relating to its preferred stock warrants. The derivative instruments were not originally entered into as hedging activities, and the change in the value of the liabilities is recorded as a component of other income or expense in the consolidated statements of operations. The estimated fair value of the preferred stock warrant liabilities is revalued at each balance-sheet date, with changes in value recorded as other income or expense in the consolidated statements of operations. See *Fair Value of Financial Instruments* above and Note 9.

Effective January 1, 2009, the Company adopted the provisions of Emerging Issues Task Force (EITF) 07-05, *Determining Whether an Instrument (or Embedded Feature) Is Indexed to an Entity's Own Stock*, which was primarily codified into FASB ASC 815, *Derivatives and Hedging*. As a result of adopting ASC 815, warrants to purchase shares of our preferred stock previously treated as equity have been reclassified as derivative liabilities. As such, effective January 1, 2009, the Company reclassified the fair value of these preferred stock warrants from equity to liability status as if these warrants were recorded as a derivative liability since their dates of issuance due to the preferred stock having downround protection (Note 9).

Segment Information—The Company operates in one segment, which is the business of developing and commercializing isobutanol. The Company's chief operating decision-makers review the Company's

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operating results on a consolidated basis and manage operations as a single operating segment located, and operated, in the United Stated of America. All revenue is earned, and all assets are held, in the United States of America.

Net Loss Per Share—Basic net loss per share is computed by dividing the net loss attributable to Gevo, Inc. common stockholders for the period by the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed by dividing net loss attributable to Gevo, Inc. common stockholders for the period by the weighted-average number of dilutive common shares outstanding during the period. Dilutive shares outstanding are calculated by adding to the weighted shares outstanding any potential (unissued) shares of common stock and warrants based on the treasury stock method.

Diluted net loss per share is the same as basic net loss per share for all periods presented because any potential dilutive common shares were anti-dilutive. Such potentially dilutive shares are excluded from the computation of diluted net loss per share when the effect would be to reduce net loss per share. Therefore, in periods when a loss is reported, the calculation of basic and dilutive loss per share results in the same value.

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The following table summarizes the Company's calculation of historical and pro forma net loss per common share attributable to Gevo, Inc. stockholders:

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Three Months Ended March 31, 2009 (unaudited)	Three Months Ended March 31, 2010 (unaudited)
Historical net loss per share:					
Numerator:					
Net loss attributable to Gevo, Inc. common stockholders	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (3,917,000)	$ (7,880,000)
Denominator:					
Weighted-average common shares used in computing net loss per share of common stock-basic and diluted	976,909	1,051,848	1,100,294	1,087,674	1,123,045
Net loss per share of common stock attributable to Gevo, Inc. stockholders—basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (3.60)	$ (7.02)
Pro forma net loss per share (unaudited):					
Numerator:					
Net loss attributable to Gevo, Inc. common stockholders			$ (19,885,000)		$ (7,880,000)
Add back: deemed dividend— amortization of the beneficial conversion feature on Series D-1 convertible preferred stock			—		21,000
Add back: loss on change in fair value of warrant liabilities (unaudited)			490,000		590,000
Net loss used in computing pro forma net loss per share of common stock attributable to Gevo, Inc. stockholders—basic and diluted (unaudited)			$ (19,395,000)		$ (7,269,000)
Denominator:					
Basic and diluted weighted-average common shares, as used above			1,100,294		1,123,045
Add: pro forma adjustment to reflect weighted-average of assumed conversion of convertible preferred stock			10,866,395		12,666,329
Weighted-average shares used in computing pro forma basic and diluted net loss per common share			11,966,689		13,789,374
Pro forma net loss per share of common stock attributable to Gevo, Inc. stockholders—basic and diluted			$ (1.62)		$ (0.53)

* The convertible preferred stock was computed on an as converted basis using the conversion ratios (one-to-one) in effect as of March 31, 2010 for all periods presented. See Note 8 for conversion ratio adjustments that may be applicable upon future events.

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The following potentially dilutive securities were excluded from the calculation of diluted net loss per share during each period as the effect was anti-dilutive:

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Three Months Ended March 31, 2009 (unaudited)	Three Months Ended March 31, 2010 (unaudited)
Convertible preferred stock upon conversion to common stock (as converted basis)*	4,884,766	7,986,956	12,603,439	7,986,956	13,546,783
Warrants to purchase convertible preferred stock (as converted basis)*	28,848	250,693	306,109	251,109	306,109
Warrants to purchase common stock (at period-end)			858,000	—	858,000
Outstanding stock options to purchase common stock (at period-end)	1,110,907	1,876,134	2,547,592	1,864,967	2,473,005
Unvested restricted common stock (at period-end)	153,121	86,971	35,807	72,908	23,698
Total	6,177,642	10,200,754	16,350,947	10,175,940	17,207,595

* The convertible preferred stock and convertible preferred stock warrants were computed on an as converted basis using the conversion ratios (one-to-one) in effect as of March 31, 2010 for all periods presented. See Note 8 for conversion ratio adjustments that may be applicable upon future events.

Recent Accounting Pronouncements—In June 2009, the FASB amended its guidance to FASB ASC 810, *Consolidation* (previously FASB Statement No. 167, *Amendments to FASB Interpretation No. 46(R)*), surrounding a company's analysis to determine whether any of its variable interest entities constitute controlling financial interests in a variable interest entity. This analysis identifies the primary beneficiary of a variable interest entity as the enterprise that has both of the following characteristics: (a) the power to direct the activities of a variable interest entity that most significantly impact the entity's economic performance and (b) the obligation to absorb losses of the entity that could potentially be significant to the variable interest entity. Additionally, an enterprise is required to assess whether it has an implicit financial responsibility to ensure that a variable interest entity operates as designed when determining whether it has the power to direct the activities of the variable interest entity that most significantly impact the entity's economic performance. The new guidance also requires ongoing reassessments of whether an enterprise is the primary beneficiary of a variable interest entity. The guidance is effective for the first annual reporting period that begins after November 15, 2009. The adoption did not have a material impact on the consolidated financial statements.

In January 2010, the FASB issued Accounting Standards Update (ASU) No. 2010-06, "Fair Value Measurements and Disclosures—Improving Disclosures above Fair Value Measurements," that requires entities to make new disclosures about recurring or nonrecurring fair-value measurements and provides clarification of existing disclosure requirements. This amendment requires disclosures about transfers into and out of Levels 1 and 2 and separate disclosures about purchases, sales, issuances, and settlements relating to Level 3 measurements. It also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. This amendment is effective for periods beginning after December 15, 2009, except for the requirement to provide the Level 3 activity of purchases, sales, issuances, and settlements, which will be effective for fiscal years beginning after December 15, 2010. The adoption did not have a material impact on the consolidated financial statements.

In February 2010, the FASB issued ASU No. 2010-09, "Subsequent Events—Amendments to Certain Recognition and Disclosure Requirements," that amends guidance on subsequent events. This amendment removes the requirement for SEC filers to disclose the date through which an entity has evaluated subsequent events. However, the date-disclosure exemption does not relieve management of an SEC filer from its responsibility to evaluate subsequent events through the date on which financial statements are issued. All of the amendments in this ASU are effective upon issuance of the final ASU, except for the use of the issued date for conduit debt obligors. That amendment is effective for interim or annual periods ending after June 15, 2010. The adoption of this standard did not have a material impact on the consolidated financial statements.

2. Property and Equipment

Property and equipment at December 31, 2008 and 2009, and March 31, 2010, consist of the following:

	December 31, 2008	December 31, 2009	March 31, 2010
			(unaudited)
Computer and office equipment	$ 264,000	$ 287,000	$ 320,000
Furniture and fixtures	44,000	37,000	41,000
Lab equipment	2,562,000	2,950,000	3,047,000
Leasehold improvements	374,000	380,000	380,000
Pilot plant	710,000	710,000	711,000
Demonstration plant	—	2,587,000	2,635,000
Vehicle	28,000	28,000	28,000
Software	100,000	94,000	105,000
	4,082,000	7,073,000	7,267,000
Less accumulated depreciation and amortization	(950,000)	(2,441,000)	(3,250,000)
Property and equipment—net	$ 3,132,000	$ 4,632,000	$ 4,017,000

Depreciation and amortization expense was $240,000, $678,000 and $1,511,000 for the years ended December 31, 2007, 2008, and 2009, respectively, and $3,313,000 for the period from June 9, 2005 (date of inception) through March 31, 2010. Depreciation and amortization expense was $237,000 and $809,000 for the three months ended March 31, 2009 and 2010.

During the year ended December 31, 2007, the Company terminated its office lease at its facility in Monrovia, California (Note 14) and recorded a loss on abandonment or disposal of fixed assets of $243,000 related to leasehold improvements assets at the facility.

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During the year ended December 31, 2008, the Company terminated its office lease at its facility in Pasadena, California (Note 14) and recorded a loss on abandonment or disposal of fixed assets of $78,000 related to property and equipment that was sold or abandoned.

3. Significant License, Research, and Other Agreements

ICM—In October 2008, the Company signed development and commercialization agreements with ICM.

Under the terms of the development agreement, the Company will perform commercial-scale isobutanol production trials in ICM's research plant and facility in Saint Joseph, Missouri, the demonstration plant. The Company is required to pay for or reimburse ICM for engineering fees, equipment, plant modification costs, and project fees. The development agreement is effective through December 31, 2010, and can be terminated by the Company with 30 days' written notice. During the year ended December 31, 2009, and the three months ended March 31, 2010, the Company incurred $2,587,000 and $48,000, respectively, in capital expenditures that are recorded as property and equipment in the Company's balance sheets, which includes equipment, plant modifications, engineering, installations, and construction services costs. During the year ended December 31, 2009, the Company incurred $770,000 in operating expenses paid to ICM for production trials at the demonstration plant, and recorded $529,000 in depreciation expense relating to the demonstration plant. The operating expenses and depreciation of capitalized items relating to the demonstration plant were recorded as research and development expense. During the year ended December 31, 2008, the Company recorded $30,000 under the development agreement as research and development expense. During the three months ended March 31, 2010, the Company recorded $554,000 of operating expenses, of which $553,000 related to depreciation expense, which has been recorded as research and development expense under the development agreement. The Company did not record any operating expenses relating to the ICM agreement during the three months ended March 31, 2009. For the period from June 9, 2005 (date of inception) to March 31, 2010, the Company recorded $1,883,000 of operating expense, including $1,082,000 of depreciation expense, which has been recorded as research and development expense under the development agreement.

The term of the commercialization agreement is through October 16, 2018, and outlines the terms and fees under which ICM will act as the Company's exclusive provider for future engineering and construction services for commercial plants utilizing dry-milled feed stocks of corn or grain sorghum that are commissioned by the Company. Also, under the commercialization agreement, the Company will be ICM's exclusive technology partner for the production of butanols, pentanols, and propanols from the fermentation of sugars. No costs have been incurred under the commercial agreement in the period from entering into the commercialization agreement to March 31, 2010.

Cargill, Incorporated—During February 2009, the Company entered into a license agreement with Cargill, Incorporated ("Cargill") to obtain certain biological materials and license patent rights to use a biocatalyst owned by Cargill. Under the agreement, Cargill has granted the Company an exclusive, royalty-bearing license, with limited rights to sublicense, to use the patent rights in a certain field, as defined in the agreement.

The agreement contains five milestone payments totaling approximately $4,300,000 that are payable after each milestone is completed. During 2009, two milestones were completed and the Company recorded the related milestone amounts, along with an up-front signing fee, totaling $875,000 to research and development expense. During the three months ended March 31, 2010, the Company completed milestone number three and recorded the related milestone amount of $2,000,000 to research and development expense. The milestone payment of $2,000,000 was recorded as a total liability of $1,578,000, net of a discount of $422,000, at March 31, 2010, of which $220,000 was recorded in accounts payable and accrued expenses, and $1,358,000 was recorded in other liabilities, on the Company's balance sheet, which will be paid during the years ended December 31, 2011 and 2012.

Upon commercialization of a product which uses the Cargill biological material or is otherwise covered by the patent rights under this agreement, a royalty based on net sales is payable by the Company, subject to a minimum royalty amount per year, as defined in the agreement, and up to a maximum amount per year.

The agreement provides an option for Cargill to purchase a nonexclusive, royalty-bearing license for the use of a Gevo biocatalyst that utilizes the Cargill biological material or licensed patents for a royalty rate equal to the lowest rate offered to any third party.

The Company may terminate this agreement at any time upon 90 days' written notice. Unless terminated earlier, the agreement remains in effect until no licensed patent rights remain, but in no case before December 31, 2025.

The Regents of the University of California (September 2007, License Agreement)—In September 2007, the Company entered into an exclusive license agreement with The Regents of the University of California ("The Regents") to obtain certain patent rights to inventions made in the course of research at the University of California. As consideration for the license agreement, the Company paid an upfront license issue fee of $15,000 and issued 10,000 shares of the Company's common stock valued at approximately $5,000, which amounts were recorded as research and development expense.

The agreement requires the Company to pay for all costs related to obtaining and maintaining patents on the technology. Under the terms of the agreement, the Company is required to pay annual license maintenance fees, cash payments upon achievement of certain milestones, and royalties based on revenue from product utilizing the licensed technology. The Company has the right to issue sublicenses to third parties, subject to the payment of a percentage of sublicensing fees and royalty fees to The Regents. The Company can terminate the agreement at any time with 90 days' notice. The Regents can terminate the agreement if the Company fails to demonstrate performance of certain due diligence items as defined in the agreement. Unless terminated earlier in accordance with the agreement, the agreement remains in effect for the life of the last-to-expire patent in the licensed patent rights or until the last patent application licensed under this agreement is abandoned or no patent in the included patent rights ever issues.

Costs incurred by the Company are recorded as research and development expense except for legal-related fees that pertain to obtaining and maintaining patents on the technology, which are recorded as general and administrative expense. In May 2009, the agreement was amended to add two new case numbers to the patent rights, expand the field of use, and extend the milestone payment deadline. In December 2009, the agreement was further amended to clarify The Regent's right to either (i) reduce the license to a non-exclusive license or (ii) terminate specific rights in the event that the

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Company fails to meet any of the due diligence deadlines set forth in the agreement. Any such reduction or termination of the Company's rights will apply only to the specific molecule for which the due diligence deadline was missed; the rights relating to other molecules will not be affected.

During the year ended December 31, 2007, the Company incurred costs of $81,000 under the license agreement, which were recorded as research and development expense. During the year ended December 31, 2008, the Company incurred costs of $92,000 under the license agreement of which $40,000 were recorded as research and development expense and $52,000 were recorded as general and administrative expense. During the year ended December 31, 2009, the Company incurred costs of $249,000 under the license agreement of which $37,000 were recorded as research and development expense and $212,000 were recorded as general and administrative expense. For the three months ended March 31, 2009 and 2010, the Company incurred costs of $1,000 and $26,000, respectively, under the license agreement, which were recorded as general and administrative expense. For the period from June 9, 2005 (date of inception) to March 31, 2010, the Company incurred costs of $449,000 under the agreement of which $158,000 were recorded as research and development expense and $291,000 were recorded as general and administrative expense.

California Institute of Technology (July 2005, License Agreement)—In July 2005, the Company entered into a license agreement with the California Institute of Technology ("Caltech") to obtain certain patent rights and improvement rights in exchange for issuance of 200,000 shares of the Company's common stock valued at a de minimis amount. The term of the agreement shall continue until the expiration, revocation, invalidation, or unenforceability of the licensed patent rights and improvements licensed to the Company. Improvements conceived and reduced to practice in the applicable laboratory at Caltech within three years of the effective date of the agreement are included in the improvement rights.

In 2007, the Company relinquished its rights to the licensed patents, which were no longer used in the Company's business, and the agreement was amended to extend the term for includible improvements developed through July 12, 2009, and to expand the field of the licensed products and improvements. In exchange for this amendment, the Company made a payment of $100,000 to support biofuels research at Caltech and granted Caltech an additional 12,000 shares of the Company's common stock valued at approximately $5,000, which amounts were recorded as research and development expense.

During 2008, the Company did not incur any costs under the Caltech agreement.

During 2009, the agreement was further amended to expand the field of the licensed products and improvements and to extend the right to improvements through July 12, 2011, in exchange for a payment of $20,000, which amounts were recorded as research and development expense.

For the period from June 9, 2005 (date of inception) to March 31, 2010, the Company incurred costs of $179,000 under the Caltech agreement of which $146,000 were recorded as research and development expense and $33,000 were recorded as general and administrative expense.

The Regents of the University of California (July 2008, Research Agreement)—In July 2008, the Company entered into a research agreement with The Regents whereby the Company would pay up to $2,400,000 over three years to support research and development of butanols and propanols by fermentation microorganisms from carbohydrate feed stocks. The Company has certain rights in any

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data developed under this agreement and has an exclusive option to license any intellectual property developed under the research agreement. The agreement was terminated effective February 14, 2010, in exchange for final payments of $225,000. The Company has no further obligations under this agreement. During the years ended December 31, 2008 and 2009, the Company recorded $400,000 and $800,000, respectively, as research and development expense under this agreement. For the three months ended March 31, 2009 and 2010, the Company recorded $200,000 and $225,000, respectively, as research and development expense under this agreement. For the period from June 9, 2005 (date of inception) to March 31, 2010, the Company recorded $1,425,000 as research and development expense under this agreement.

VIB—Effective May 1, 2009, the Company entered into a research agreement with VIB, a non-profit organization located in Belgium, to engage in research-modifying yeast to improve the production of isobutanol. The term of the agreement is for two years during which the Company must pay VIB the sum of €427,000 per year, plus travel expenses, and up to an additional €210,000 depending on the completion of four defined contract milestones. Effective March 1, 2010, the agreement with VIB was amended to reduce the annual fee to €300,000 per year. The agreement may be terminated by the Company with six months advance written notice. During the year ended December 31, 2009, and for the three months ended March 31, 2010, the Company incurred €287,000 ($424,000) and €96,000 ($132,000), respectively, of research and development expense under this agreement. No milestones have been met or paid under this agreement as of March 31, 2010. For the period of June 9, 2005 (date of inception) to March 31, 2010, the Company incurred €383,000 ($556,000) of research and development expense under this agreement.

California Institute of Technology (2009, Contractor Agreement)—During the year ended December 31, 2009, the Company entered into a contractor agreement with Caltech under which Caltech will provide the Company research and development services. The agreement is effective from October 1, 2009 through September 30, 2011 and may require payments up to $450,000. Either party may terminate the agreement upon 15 days' written notice. During the year ended December 31, 2009, and for the three months ended March 31, 2010, the Company recorded $9,000 and $42,000, respectively, of research and development expense under this agreement. For the period of June 9, 2005 (date of inception) to March 31, 2010, the Company recorded $51,000 as research and development expense under this agreement.

Cargill, Incorporated (2010, Subcontractor Agreement)—During January 2010, the Company entered into a subcontractor agreement with Cargill to engage Cargill to provide research and development services to develop biological material that has been licensed by the Company. The agreement may require payment of up to $1,500,000 through the term of the agreement, which ends August 31, 2011. Either party may cancel the agreement upon 30 days' written notice.

Within its research and development activities, the Company routinely enters into research and license agreements with various entities. Future royalty payments may apply under these license agreements if the technologies are used in future commercial products. In addition, the Company may from time to time make gifts to universities and other organizations to expand research activities in its fields of interest. Any amounts paid under these agreements are recorded as research and development expense as incurred.

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The Company has been awarded grants or cooperative agreements from a number of government agencies, including the US Department of Energy, US National Science Foundation, US Environmental Protection Agency, Army Research Labs, and the US Department of Agriculture. Revenues recorded related to these grants and cooperative agreements for the years ended December 31, 2007, 2008, and 2009, and for the period from June 9, 2005 (date of inception) to March 31, 2010, were $275,000, $208,000, $660,000, and $1,573,000, respectively. For the three months ended March 31, 2009 and 2010, the Company recorded revenues of $158,000 and $330,000, respectively, related to these grants and cooperative agreements.

During 2008, the Company engaged a bank to act as its exclusive representative for the private placement of securities and agreed to a fee of 5% of the aggregate consideration received from new investors, subject to an initial minimum payment of $1,000,000. During 2009, the Company completed a Series D equity offering (Note 8) and paid the bank a fee of $1,000,000, plus expenses pursuant to the terms of the engagement letter. The fee paid to the bank, along with additional issuance costs of $346,000, have been recorded as an offset to additional paid-in capital. The terms of the engagement letter extend to future proceeds from issuance by the Company of debt or equity securities to new investors identified by the bank in the Series D offering process within 12 months following the last closing of the Series D financing. No additional fees were accrued or paid for the three months ended March 31, 2010.

4. Gevo Development (Consolidation of Variable Interest Entity)

Gevo, Inc. formed Gevo Development, a Delaware limited liability company, on September 18, 2009, to finance and develop biorefineries through direct acquisition or joint venture. Biorefinery plants accessed through Gevo Development are intended to be retrofitted using Gevo, Inc.'s integrated fermentation technology to produce isobutanol.

Gevo Development has two classes of membership interests outstanding. As of March 31, 2010, Gevo, Inc. is the sole owner of the class A interests, which comprise 90% of the outstanding equity interests of Gevo Development. CDP Gevo, LLC (CDP), which is indirectly owned by the two co-managing directors of Gevo Development, is the sole owner of the class B interests, which comprise the remaining 10% of the outstanding equity interests of Gevo Development. The class B interests and the related allocation, voting and distribution percentages for the class B interests are non-dilutable and may not be adjusted for any reason. The class A interests and related allocation, voting and distribution percentages are dilutable and will be adjusted to account for additional capital contributions. Gevo Development is overseen by a five person board of managers, three of whom are appointed by Gevo, Inc. and two of whom are appointed by CDP. CDP's class B interests are subject to forfeiture until such time as the Company acquires a biorefinery plant. The issuance of the class B interests are considered to be the grant of non-employee stock compensation. As vesting of the awards is dependent on counterparty performance conditions (the acquisition of a biorefinery plant), no compensation expense has been recorded because the lowest aggregate fair value of the awards is zero. When the awards have been earned upon the acquisition of a biorefinery plant, compensation expense will be recorded at the then fair value of the award. As of March 31, 2010, a biorefinery plant has not been acquired by the Company.

Gevo, Inc. made capital contributions of $750,000 and $500,000 to Gevo Development during the year ended December 31, 2009, and during the three months ended March 31, 2010, respectively. No capital contributions have been made by CDP through March 31, 2010. For the year ended December 31, 2009, and for the three months ended March 31, 2010, Gevo Development incurred a net loss of $731,000 and $400,000, respectively, which has been fully allocated to Gevo, Inc.'s capital contribution account based upon its capital contributions. For financial reporting purposes, the income or loss allocated to the members of Gevo Development is determined using the hypothetical liquidation at book value method. Under this method, net income or loss is allocated between members by determining the difference between the amount of equity at the beginning of the reporting period and equity at the end of the reporting period, which would be distributed to each member if the entity were to be liquidated as of those dates. Distributions, when and if declared by the board of managers, are allocated, first, to each member for their estimated tax amount, then, for their unreturned capital contributions, and lastly, according to their distribution percentages. Allocation, distribution, and voting percentages are determined in accordance with the LLC Agreement.

The LLC Agreement provides that, unless Gevo, Inc. agrees otherwise, all of the class B interests in Gevo Development will be converted into shares of Gevo, Inc. common stock upon the occurrence of certain fundamental events, including an initial public offering, based on their relative values as defined in the agreement. Upon the closing of an initial public offering, Gevo, Inc. will own 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary.

Subsequent to March 31, 2010, as described in Note 16 in the section titled "*Equity Purchase Agreement and Related Transactions*," Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the completion by Gevo, Inc. of an initial public offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc.

Gevo, Inc., Gevo Development, and CDP also entered into the following related agreements: a commercialization agreement, a common stock warrant, a guaranty agreement, and an exchange agreement.

Commercialization Agreement—The commercialization agreement sets forth the services that Gevo, Inc. and CDP will provide to Gevo Development. Pursuant to the commercialization agreement, CDP has agreed to provide Gevo Development with certain services, which include: (i) raising, managing, and deploying capital to acquire or access ethanol plants for future retrofit; (ii) developing and executing projects incorporating our intellectual property into accessed plants for the production of isobutanol; and (iii) overseeing the production and operations management of acquired plants. The services that Gevo, Inc. has agreed to provide to Gevo Development include developing the applicable markets for renewable fuels and chemicals, providing technical and operational support for our intellectual property and retrofitting accessed plants with our intellectual property. Gevo, Inc. has also agreed to provide all necessary and reasonable support to Gevo Development and CDP in connection with their respective responsibilities under the commercialization agreement. The terms pursuant to which Gevo, Inc. will license or otherwise provide its intellectual property to any production facility, market any of the products produced by any production facility or provide developmental or operational support services to any production facility are subject to negotiation and will be set forth in separate agreements to be entered into by Gevo, Inc. with Gevo Development and CDP.

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The commercialization agreement provides for mutual exclusivity whereby each of the parties agrees not to engage in certain commercialization-related activities, except through Gevo Development. CDP also has a co-investment obligation under the commercialization agreement which requires that CDP match at least 1% of the total amount of capital that Gevo, Inc. invests in connection with the project activities and the retrofit of the first production facility.

After the first production plant has been acquired, but prior to the acquisition and commencement of the retrofit of a second production plant, Gevo Development has the right and option to either require us to purchase all of its right, title, and interest in the first plant or to require us to sell all of our right, title, and interest in the first plant to Gevo Development. In each case, the aggregate purchase price will be equal to the net cost basis of the first plant at the time of the transfer.

Gevo Development compensates CDP for its services through a quarterly management fee and the payment of bonuses upon achievement of established milestones. CDP has also been granted a warrant to purchase 858,000 shares of the common stock of Gevo, Inc. at an exercise price of $2.70 per share, the estimated fair value of a share of Gevo, Inc.'s common stock at the time of entering into the warrant agreement, that vest upon achievement of specific milestones. See description below at *Warrant Agreement*. The commercialization agreement expires on December 31, 2016, if not terminated earlier by the occurrence of certain events or payments, including any failure on the part of CDP to achieve its performance milestones.

During the year ended December 31, 2009, and the three months ended March 31, 2010, Gevo Development recorded $528,000 and $239,000, respectively, in fees and bonuses to CDP, and $55,000 and $43,000, respectively, for reimbursable expenses to CDP, which amounts have been recorded as general and administrative costs on the statements of operations. The commercialization agreement contemplates fee payments of approximately $955,000 per year for each of the years ending December 31, 2010 through 2012, potential bonus payments upon achievement of specific milestones of up to $2,250,000 over the three-year period ending December 31, 2012, and reimbursement of expenses.

As described in Note 16 in the section titled "*Equity Purchase Agreement and Related Transactions,*" the commercialization agreement will terminate on the earlier of September 22, 2010, or the date Gevo, Inc. completes an initial public offering.

Warrant Agreement—The warrant agreement details the terms upon which Gevo, Inc. has granted a warrant to CDP to purchase 858,000 shares of the common stock of Gevo, Inc. at an exercise price of $2.70 per share, the estimated fair value of a share of Gevo, Inc.'s common stock at the time of entering into the warrant agreement. The warrant expires in September 2016, unless terminated earlier as provided in the agreement. The warrant shares are initially unvested and vest in increments upon the achievement of specific performance milestones. Vesting is accelerated upon the occurrence of a change of control event. The closing of Gevo, Inc.'s proposed initial public offering will not be considered a change of control event under the warrant. No amounts have been recorded for these warrants in the Company's consolidated statements of operations through March 31, 2010, as none of the counterparty performance milestones have not been met; therefore, the lowest aggregate fair value of the award is zero. Upon achievement of a specific milestone, the vested portion of the warrant will be measured and recorded in the consolidated financial statements based on the fair value of the warrants at that time. As described in Note 16 in the section titled "*Equity Purchase Agreement and Related Transactions,*" Gevo, Inc. has agreed to amend and restate CDP's warrant agreement.

Guaranty Agreement—In September 2009, in connection with the formation of Gevo Development and the execution of the commercialization agreement, Gevo, Inc. entered into a guaranty agreement pursuant to which Gevo, Inc. has agreed to guarantee the financial obligations of Gevo Development to CDP under the commercialization agreement through the earlier of the termination of the commercialization agreement or December 31, 2011. Gevo, Inc.'s liability under this agreement is limited to Gevo Development's payment obligations arising under the commercialization agreement during the term of the guaranty agreement only. As of March 31, 2010, the maximum potential amount of future payments that Gevo, Inc. could be required to make is $3,200,000 for management fee payments and bonus payments upon achievement of specific milestones, along with reimbursement of expenses incurred. As described in Note 16 in the section titled "*Equity Purchase Agreement and Related Transactions*," the guaranty agreement will terminate on the earlier of September 22, 2010, or the date Gevo, Inc. completes an initial public offering.

Exchange Agreement—As described in the exchange agreement, if, upon a termination event, none of the parties own a production facility, the class B interests will be immediately forfeited without consideration. If, upon a termination event, the parties own a production facility, Gevo, Inc. shall have a call option to acquire the class B interests (a portion or in total) at a purchase price calculated according to valuation methods proscribed in the exchange agreement. Upon a fundamental event, as described in the exchange agreement and including a change in control, initial public offering, sale, or transfer of substantially all assets of Gevo, Inc., and other defined events, CDP's class B interests will convert into shares of Gevo, Inc.'s common stock based on their relative values, as defined, as of the closing of the fundamental event. As described in Note 16 in the section titled "*Equity Purchase Agreement and Related Transactions,*" the exchange agreement was terminated on August 5, 2010.

Gevo Development is considered to be a variable interest entity. As of and for the year ended December 31, 2009, Gevo, Inc. is considered to be the primary beneficiary as it absorbed the majority of the expected losses and residual returns of Gevo Development. Effective January 1, 2010, Gevo, Inc. adopted the amended provisions of FASB ASC 810, *Consolidation* (previously FASB Statement No. 167, *Amendments to FASB Interpretation No. 46(R)*). Under the amended provisions of ASC 810, Gevo Development continues to be a VIE and Gevo, Inc. is still considered to be the primary beneficiary as it has both (a) the power to direct the activities of Gevo Development that most significantly impact the entity's economic performance and (b) the obligation to absorb losses of Gevo Development that could potentially be significant to the entity or the right to receive benefits from Gevo Development that could potentially be significant to the entity. As such, Gevo Development is consolidated. The net assets of Gevo Development are $19,000 as of December 31, 2009, which consists of $124,000 of cash and $105,000 of current liabilities. The net assets of Gevo Development are $119,000 as of March 31, 2010, which consists of $230,000 of cash and $111,000 of current liabilities. The total assets of Gevo Development represent less than 1% of the Company's total consolidated assets at December 31, 2009 and March 31, 2010. As of March 31, 2010, none of the Company's consolidated assets are collateral for the obligations of Gevo Development, other than might be required under the guaranty agreement noted above. As of March 31, 2010, the creditors of Gevo Development have recourse to the general credit of Gevo, Inc. No gain or loss was recognized by the Company upon the initial consolidation of Gevo Development.

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5. Secured Long-Term Debt

On December 18, 2006, the Company entered into a Loan and Security Agreement with Lighthouse Capital Partners V, L.P. ("Lighthouse") for a maximum loan amount of up to $750,000. During 2007 and 2008, the agreement was amended by "Amendment One," "Amendment Two," "Amendment Three" and "Amendment Four" to allow for an additional $9,000,000 in borrowings prior to March 31, 2008, for a total maximum loan amount of $9,750,000. Through June 30, 2009, the Company had borrowed $9,078,000 and repaid principal of $1,143,000, resulting in an outstanding principal balance of $7,935,000.

In July 2009, the Company amended the Lighthouse agreement ("Amendment Five") to aggregate all outstanding loan advances totaling $7,935,000 into one promissory Note ("Restructure Note"). The Restructure Note bears an interest rate of 12% per annum, requires interest only payments for the period from July 2009 through December 2010, principal plus interest repayments of equal amounts over the 18 months commencing January 1, 2011, and a Final Payment of $454,000 due on July 1, 2012.

Following guidance in FASB ASC 470-50, *Debt: Modifications and Extinguishments*, the original and new debt instruments are not substantially different and, therefore, the debt is accounted for on a prospective basis, using the carrying value of the original debt at the time of the modification, adjusted for the additional warrants issued, and amortizing the discounts to interest expense over the remaining term of the modified debt instrument using the interest method. The Final Payment has been accounted for as interest expense over the term of the original Notes and the unamortized portion as of July 2009 is accounted for as interest expense over the term of the Restructure Note.

Until $5,000,000 of principal payments have been made against the Restructure Note, Lighthouse maintains a blanket security interest in all assets of the Company other than intellectual property. Until payment in full of the Restructure Note, the Company is prohibited from granting a security interest in its intellectual property to any other entity. Upon repayment of $5,000,000 of principal payments against the Restructure Note, the blanket security interest will be released. Lighthouse will retain the Company's negative pledge on its intellectual property and security interest in the assets, including equipment and fixtures, financed by the proceeds of each original loan advance made under the original loan agreement, Amendment One, and Amendment Three until the loan has been paid in full. The Lighthouse agreement does not contain financial ratio covenants, but does impose certain affirmative and negative covenants, which include prohibiting the Company from paying any dividends or distributions or creating any liens against the collateral as defined in the agreement, as amended. The Company is in compliance with all debt covenants.

The carrying value of the secured long-term debt included in the Company's consolidated balance sheets at December 31, 2008 and 2009, and March 31, 2010, consists of the following:

	December 31, 2008	December 31, 2009	March 31, 2010 (unaudited)
Long-term debt, unpaid principal plus Final Payment	$ 8,891,000	$ 8,389,000	$ 8,389,000
Less unamortized debt discounts for Final Payment and original fair value of warrants issued with debt	(713,000)	(688,000)	(619,000)
	8,178,000	7,701,000	7,770,000
Less current portion	(1,769,000)	—	(924,000)
Long-term portion of the long-term debt	$ 6,409,000	$ 7,701,000	$ 6,846,000

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Interest expense related to the Lighthouse secured long-term debt for the years ended December 31, 2007, 2008 and 2009, and for the period from June 9, 2005 (date of inception) to March 31, 2010, was $140,000, $332,000, $1,103,000 and $1,883,000, respectively, of which $54,000, $50,000, $235,000 and $408,000, respectively, was for the accretion of debt discounts relating to the Final Payment and the grant date value of the warrants issued in connection with the debt. Interest expense related to the Lighthouse secured long-term debt for the three months ended March 31, 2009 and 2010, was $250,000 and $308,000, respectively, of which $57,000 and $69,000, respectively, was for the accretion of debt discounts relating to the Final Payment and the grant date value of the warrants issued in connection with the debt.

During the years ended December 31, 2008 and 2009, the Company made principal repayments of $521,000 and $622,000, respectively. No principal repayments were made prior to the year ended December 31, 2008. No principal repayments were made during the three months ended March 31, 2010.

The following is a summary of principal maturities of long-term debt and the non-principal Final Payment as of March 31, 2010, for the remainder of 2010 and the next two years:

	Principal	Final Payment	Total
2010	$ —	$ —	$ —
2011	5,131,000	—	5,131,000
2012	2,804,000	454,000	3,258,000
	$ 7,935,000	$ 454,000	$ 8,389,000

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In conjunction with the Lighthouse loan agreement, as amended, the Company issued warrants to purchase shares of the Company's preferred stock. The issuance date fair value of these warrants has been recorded as a debt discount against the debt ("debt discount") and amortized to interest expense over the term of the original Notes and the unamortized portion as of July 2009 is accounted for as interest expense over the term of the Restructure Note. The warrants issued during the years ended December 31, 2006 through December 31, 2008, were valued on the issuance dates using an option-pricing model using a risk-free interest rate of between 3.00% and 4.43%, expected volatility of between 70% and 75%, no expected dividend yield and a term of seven years. The warrants issued during the year ended December 31, 2009, were valued on the issuance dates using an option-pricing model using a risk-free interest rate of between 0.95% and 1.00%, expected volatility of between 68% and 94%, and a term of between 2.25 and 2.75 years. These warrants are considered to be derivative instruments. They are recorded as fair value of warrant liabilities in the consolidated balance sheets and marked to market each period through the statement of operations. See Note 9. Warrants issued to Lighthouse are summarized below:

Year Warrants Issued	Number of Warrant Shares	Security Exercisable Into	Exercise Price	Fair Value at Issuance
2006 (upon signing original loan agreement)	8,571	Series A-3 preferred stock	$ 1.75	$ 10,000
2007 (upon signing Amendment One)	8,583	Series A-4 preferred stock	2.33	15,000
2007 (upon borrowing under the original loan agreement)	6,429	Series A-3 preferred stock	1.75	8,000
2007 (upon borrowing under Amendment One)	5,265	Series A-4 preferred stock	2.33	10,000
2008 (upon signing Amendment Three)	16,423	Series C preferred stock	5.48	61,000
2008 (upon signing Amendment Four)	45,620	Series C preferred stock	5.48	178,000
2008 (upon borrowing under Amendment One)	1,173	Series A-4 preferred stock	2.33	2,000
2008 (upon borrowing under Amendment Three)	8,080	Series C preferred stock	5.48	32,000
2008 (upon borrowing under Amendment Four)	13,687	Series C preferred stock	5.48	53,000
2009 (upon borrowing under Amendment Three)	416	Series C preferred stock	5.48	1,000
2009 (upon signing Amendment Five)	55,000	Series D preferred stock	7.04	202,000
	169,247			$ 572,000

6. Convertible Promissory Notes

During January 2008, the Company entered into a note and warrant purchase agreement ("Bridge Financing") with certain investors, who were also holders of the Company's Series A and Series B preferred stock, and issued unsecured convertible promissory Notes and warrants to purchase shares of preferred stock. Under this agreement, the Company borrowed $3,000,000 at an interest rate of 8% per annum with a maturity date of December 31, 2008, unless earlier converted according to the terms of the agreement. The outstanding principal balance of $3,000,000 plus accrued interest of $43,000 was converted into the Company's Series C preferred stock in March 2008 at a price of $5.48 per share. In connection with the Bridge Financing and subsequent conversion into preferred stock, the Company issued warrants to acquire 136,862 shares of the Company's Series C preferred stock at a price of $5.48 per share. The warrants expire in 2018 or five years after the first firm commitment to an underwritten public offering of the Company's securities. The fair value assigned to the warrants of $505,000 was recorded as a discount on the convertible Notes payable and was fully amortized to interest expense upon conversion of the Notes to Series C preferred stock in March 2008. The fair value of the warrants was calculated using a Black-Scholes model using a risk-free interest rate of 3.03%, expected volatility of 77%, no expected dividend yield, and a term of 10 years.

In accordance FASB ASC 470-20, *Debt—Debt with Conversion and Other Options* (previously EITF No. 98-5, *Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios*, and EITF No. 00-27, *Application of 98-5 to Certain Convertible Instruments*), the company recorded $505,000 of additional discount on the convertible promissory Notes to reflect the beneficial conversion feature associated with the conversion of the Notes to preferred stock. The discount was originally being amortized to interest expense from the date of issuance to maturity, December 31, 2008. Upon conversion of the Notes to Series C preferred stock in March 2008, the unamortized discount was recorded as interest expense. Interest expense recorded on the amortization of the discount related to the beneficial conversion feature was $505,000 for the year ended December 31, 2008.

7. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses in the consolidated balance sheets at December 31, 2008 and 2009, and at March 31, 2010, consisted of the following:

	December 31, 2008	December 31, 2009	March 31, 2010 (unaudited)
Accounts payable—trade	$ 388,000	$ 928,000	$ 980,000
Accrued expenses—University of California research agreement	400,000	—	—
Accrued expenses —Cargill license agreement	—	600,000	620,000
Accrued employee compensation	689,000	797,000	667,000
Accrued deferred offering costs	—	—	474,000
Other accrued expenses	167,000	196,000	482,000
	$ 1,644,000	$ 2,521,000	$ 3,223,000

8. Capital Stock

As of March 31, 2010, the Company's authorized classes of capital stock consist of 30,000,000 shares of $0.01 par value common stock and 15,246,000 shares of $0.01 par value preferred stock.

Preferred Stock—The Company has designated the following classes of preferred stock; a description of each is follows:

Series A-1—In August 2005, the Company issued 1,000,000 shares of $0.01 par value Series A-1 preferred stock at $0.50 per share. In connection with the Series A-1 preferred stock offering, the Company paid $56,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series A-2—In February 2006, the Company issued 1,084,000 shares of $0.01 par value Series A-2 preferred stock at $0.83 per share. In connection with the Series A-2 preferred stock offering, the

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Company paid $10,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series A-3—In October 2006, the Company issued 915,000 shares of $0.01 par value Series A-3 preferred stock at $1.75 per share. In connection with the Series A-3 preferred stock offering, the Company paid $10,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series A-4—In April 2007, the Company issued 858,369 shares of $0.01 par value Series A-4 preferred stock at $2.33 per share. In connection with the Series A-4 preferred stock offerings, the Company paid $33,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

The Series A-1, Series A-2, Series A-3, and Series A-4 are collectively referred to as “Series A.”

Series B—In July 2007, the Company issued 1,027,397 shares of $0.01 par value Series B preferred stock at $2.92 per share. In connection with the Series B preferred stock offerings, the Company paid $49,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series C—In March 2008, the Company issued 3,102,190 shares of $0.01 par value Series C preferred stock at $5.48 per share through the conversion of convertible promissory Notes and accrued interest of $3,043,000 (Note 6), as well as the receipt of additional proceeds of $13,957,000. In connection with the Series C preferred stock offerings, the Company paid $210,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series D—Between April and August 2009, the Company issued 4,616,483 shares of $0.01 par value Series D preferred stock at $7.04 per share. In connection with the Series D preferred stock offerings, the Company paid $1,346,000 in issuance costs, which has been recorded as an offset to additional paid-in capital.

Series D-1—During March 2010, the Company issued 943,344 shares of $0.01 par value Series D-1 preferred stock at $17.12 per share. In connection with the Series D-1 preferred stock offerings, the Company paid $81,000 in issuance costs, which has been recorded as an offset to additional paid-in capital. The Company issued an additional 958,743 shares of Series D-1 preferred stock in April and May 2010 (Note 16).

The Series A, Series B, Series C, Series D, and Series D-1 are collectively referred to as “preferred stock.”

The preferred stock has the following characteristics:

Liquidation—In the event of a liquidation, dissolution, or winding up of the Company, prior to and in preference to any payments to holders of common stock, the holders of preferred stock shall be entitled to receive the amount of the original purchase price for each such series of preferred stock, plus all declared and unpaid dividends. If the assets of the Company are insufficient to permit payment in full to the holders of preferred stock, then the assets of the Company shall be distributed among the holders of preferred stock pro rata according to their respective liquidation preferences. After payment to all preferred stockholders, the remaining assets available for distribution shall be distributed to the holders

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of common stock. The occurrence of either a merger or an asset sale shall be deemed to be a liquidation event, unless such treatment is waived in writing by the holders of at least 65% of the preferred stock then outstanding, provided such merger or asset sale will not be deemed a liquidation event if the holders of Series D stock are to receive an amount equal to or less than the original issue price of the Series D unless such transaction receives majority approval by Series D stockholders, who are not holders of Series A, Series B, or Series C stock, if a merger or an asset sale occurs within 12 months of April 2009.

The preferred shares authorized, issued, and outstanding and the aggregate preference on liquidation by preferred stock series as of March 31, 2010, is presented as follows:

	Shares Authorized	Shares Outstanding	Liquidation Preference
Series A-1	1,000,000	1,000,000	$ 500,000
Series A-2	1,084,000	1,084,000	903,000
Series A-3	930,000	915,000	1,601,000
Series A-4	873,390	858,369	2,000,000
Series B	1,027,397	1,027,397	3,000,000
Series C	3,323,278	3,102,190	17,000,000
Series D	4,671,483	4,616,483	32,500,000
Series D-1	2,336,452	943,344	16,150,000
	15,246,000	13,546,783	$ 73,654,000

Voting Rights—Each holder of preferred stock is entitled to the number of votes equal to the number of shares of common stock into which each preferred share is convertible at the time of a vote. With certain exceptions, the holders of preferred stock vote together with the holders of common stock as one class. The certificate of incorporation, as amended, contains several protective provisions whereby at least 65% of the holders of preferred stock must approve certain corporate actions, such as the issuance of capital stock, changes to the authorized number of preferred shares, a merger or asset sale, declare or pay dividends, form a subsidiary, authorize a debt security and other actions as described in the certificate of incorporation. In addition, the holders of a majority of Series A, the holders of a majority of Series B, the holders of at least two-thirds of Series C, the holders of at least 70% of Series D, and the holders of at least 70% of Series D-1, each voting as a separate series, must approve certain corporate actions as described in the certificate of incorporation.

Dividends—The holders of preferred stock are entitled to receive, when, as, and if declared by the Board of Directors and out of funds legally available, noncumulative cash dividends at a rate of 8% per annum. Dividends on preferred stock are payable in preference and priority to any dividend on the common stock. Dividends on the preferred stock are not mandatory or cumulative. No dividends have been declared to date.

Conversion—For all series of preferred stock except Series D-1: Each share of preferred stock is convertible, at the option of the holder, into a number of common stock shares determined by dividing the respective preferred stock original issue price by the conversion price in effect at the time of conversion. The current conversion ratio is one share of preferred stock for one share of common stock and is subject to certain adjustments.

For Series D-1: Each share of Series D-1 preferred stock is convertible into the number of shares of common stock determined by dividing the original issue price of the Series D-1 of $17.12, as adjusted, by the conversion price of the Series D-1 in effect at the time of conversion. The initial conversion price for the Series D-1 is $17.12, resulting in an initial conversion ratio that is one share of Series D-1 preferred stock for one share of common stock. In addition to the conversion price adjustments that are applicable to the other series of preferred stock, the conversion price of the Series D-1 adjusts upon the closing of an initial public offering (the offering) or qualified financing. A qualified financing is defined as the first issuance of common stock or a new series of convertible preferred stock by Gevo, Inc. following the final closing of the Series D-1 financing. If the offering or qualified financing closes on or prior to December 31, 2010, the conversion price of the Series D-1 is adjusted to an amount equal to 75% of the offering price per share or price per share paid by investors in a qualified financing. If the offering or qualified financing closes between January 1, 2011 and September 30, 2011, the conversion price of the Series D-1 is adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in a qualified financing. If an initial public offering or qualified financing does not occur by September 30, 2011, then the conversion ratio adjusts such that each share of Series D-1 preferred stock is convertible into two shares of common stock. If a merger or asset sale occurs, as defined in the amended and restated certificate of incorporation, on or prior to September 30, 2011, then the conversion ratio adjusts so that each share of Series D-1 preferred stock is convertible into one and one-half shares of common stock.

The Series D-1 preferred stock has a beneficial conversion feature because the conversion ratio adjusts, in addition to adjustments applicable to all of the Company's preferred stock including but not limited to stock splits and if subsequent shares are sold at a price less than the conversion price, from the initial conversion rate of one common share for each preferred share to two common shares for each preferred share if an initial public offering or qualified financing does not occur by September 30, 2011. At the initial closing of the Series D-1 on March 26, 2010, the Company recorded a beneficial conversion feature at its intrinsic value of $2,849,000 as a discount on the preferred stock with a corresponding credit to additional paid-in-capital. Unless the preferred stock is converted prior to September 30, 2011, the discount will be recorded as a deemed dividend and amortized as a debit to retained earnings and a credit to additional paid-in-capital during the period from March 26, 2010 to September 30, 2011. In the event of an initial public offering or qualified financing, or a merger or asset sale, that closes on or prior to September 30, 2011, the beneficial conversion feature will be recalculated using the adjusted conversion ratio applied against the original commitment-date estimated fair value of the underlying common stock. If the amortized amount of the beneficial conversion feature resulting from the initial measurement of the intrinsic value before the event exceeds the remeasured intrinsic value, the excess amortization charge will not be reversed and any unamortized discount will be reversed.

All series of preferred stock contain a provision to adjust the original conversion price in the event subsequent shares are sold at a price less than the conversion price. All preferred stock converts into common stock upon the affirmative election of the holders of at least 65% of the outstanding preferred shares, or immediately prior to the closing of an underwritten public stock offering that raises gross proceeds of at least $50,000,000 and a price per share of at least $15.00, subject to certain adjustments.

Redemption—The preferred stock is not redeemable.

Common Stock—Each share of common stock is entitled to one vote. The holders of common stock are entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors, subject to the prior rights of all holders of all classes of stock outstanding.

The Company has granted stock options and restricted common stock under the Gevo, Inc. 2006 omnibus securities and incentive plan (the "Incentive Plan") (Note 10).

Warrants—As described below, as of March 31, 2010, the Company has issued and outstanding 858,000 warrants that are exercisable into common stock and 306,109 warrants that are exercisable into preferred stock.

Preferred Stock Warrants—In conjunction with the Lighthouse loan agreement (Note 5), as amended through December 31, 2009, the Company issued warrants to acquire 15,000 shares of the Company's Series A-3 preferred stock with an exercise price of $1.75, warrants to acquire 15,021 shares of the Company's Series A-4 preferred stock with an exercise price of $2.33, warrants to acquire 84,226 shares of the Company's Series C preferred stock with an exercise price of $5.48 and warrants to acquire 55,000 shares of the Company's Series D preferred stock with an exercise price of $7.04. The Series A-3 warrants expire in 2013 or three years after the closing of an initial public offering. The Series A-4 warrants expire in 2014 or three years after the closing of an initial public offering. The Series C warrants expire in 2015 or three years after the closing of an initial public offering. The Series D warrants expire in 2016 or three years after the closing of an initial public offering.

During January 2008, the Company entered into a note and warrant purchase agreement (Note 6) for Bridge Financing whereby the Company issued warrants to acquire 136,862 shares of the Company's Series C preferred stock at a price of $5.48 per share. The warrants expire in 2018 or five years after the first firm commitment underwritten public offering of the Company's securities.

Effective January 1, 2009, all warrants issued by the Company that are exercisable into preferred stock are accounted for as derivative liabilities and recognized in the consolidated balance sheets at their estimated fair value (Note 9).

Common Stock Warrants—In conjunction with the formation of Gevo Development and contemporaneously signed documents between Gevo, Inc., Gevo Development, and CDP, Gevo, Inc. issued a warrant to CDP to acquire 858,000 shares of the common stock of Gevo, Inc. with an exercise price of $2.70 (Note 4). The warrant expires in 2016, unless terminated earlier as provided in the agreement. The warrant vests upon the achievement of specific performance milestones, none of which had been met as of March 31, 2010. No amount was recorded for these warrants in the Company's consolidated statements of operations through March 31, 2010, due to the performance milestones not having been met through that date. Upon achievement of a specific milestone, the vested portion of the warrant will be measured and recorded in the consolidated financial statements.

Incentive Stock Plan—During 2006, the Company established the Incentive Plan. Pursuant to the Incentive Plan, the Company may grant stock awards, including incentive stock options, nonstatutory stock options, restricted stock, and stock appreciation rights, to employees, directors, and consultants of the Company. As of March 31, 2010, the Company has authorized 2,782,973 shares of common stock to be issued through the grant of stock awards pursuant to the Incentive Plan (Note 10).

9. Derivative Liabilities (Preferred Stock Warrant Liabilities)

Effective January 1, 2009 upon the adoption of FASB ASC 815, *Derivatives and Hedging*, all warrants issued by the Company that are exercisable into preferred stock are accounted for as derivatives and recognized in the consolidated balance sheets as fair value of warrant liabilities at their estimated fair value. As such, effective January 1, 2009, the Company reclassified the fair value of these preferred stock warrants from equity to liability status as if these warrants were recorded as a derivative liability since their dates of issuance due to the preferred stock having down-round protection. As a result of this change in accounting principle, on January 1, 2009, the Company recorded these liabilities at their fair value of $289,000 and recorded a cumulative catch-up adjustment of $585,000 to reduce the accumulated deficit account and reduced additional paid-in capital by $874,000. The adjustment to accumulated deficit (the cumulative income effect of the accounting change) was calculated for the change in the fair value of the warrants from the date of their issuance through January 1, 2009.

As of December 31, 2009 and March 31, 2010, the fair value of preferred stock warrants was estimated to be $982,000 and $1,572,000, respectively, using the option-pricing method. The Company recorded a $490,000 non-cash charge related to the change in fair value of preferred stock warrants for the year ended December 31, 2009, and $455,000 and $590,000, for the three months ended March 31, 2009 and 2010, respectively. These warrant liabilities are marked to fair value from January 1, 2009 resulting in the recognition of gain or loss in the Company's consolidated statements of operations as gain or loss from change in fair value of warrant liabilities from that date.

During the year ended December 31, 2009, the Company issued an additional warrant to Lighthouse to acquire 55,000 shares of the Company's Series D preferred stock with an exercise price of $7.04, and an additional warrant to acquire 416 shares of the Company's Series C preferred stock with an exercise price of $5.48. No additional preferred stock warrants were issued during the three months ended March 31, 2010. Due to the nature of these derivative instruments, the instruments contain no credit-risk-related contingent features. Upon a qualifying initial public offering, the preferred stock warrants would convert to common stock warrants and the related preferred stock warrant liability would be reclassified to additional paid-in capital and would no longer be marked to fair value going forward.

To value its preferred stock warrants and common stock as of March 31, 2010, the Company first estimated its enterprise value and then allocated this value to the underlying classes of equity using the option pricing method as outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation* (AICPA Practice Aid). In estimating the enterprise value, the Company used a scenario analysis incorporating probabilities of future events for existing shareholders of an initial public offering (IPO), merger / acquisition (M&A), or liquidation to calculate an overall enterprise value of the Company. The enterprise value was then allocated to the common stock, preferred stock and preferred stock warrants using the option-pricing method. To calculate the enterprise value in the IPO and M&A scenarios, the Company used an income approach, which incorporated a discounted cash flow valuation. This approach requires a projection of the cash flows that the business expects to generate over a forecast period and an estimate of the present value of cash flows beyond that period, which is referred to as terminal value. These cash flows are converted to present value by means of discounting, using a rate of return that accounts for the time value of money and the appropriate degree of risks inherent in the business. The orderly liquidation scenario considered the total preferences of the preferred shareholders assuming no further rounds of financing after Series D-1. To allocate the enterprise value to the underlying classes of equity, we used the option-pricing method. Within the allocation model, we estimated a time until a liquidity event of 0.5 years, a risk-free discount rate of 0.24%, and a volatility input of 59.79%.

The table below summarizes the preferred stock warrants that were issued by the Company and recorded as a liability as of January 1, 2009, December 31, 2009 and March 31, 2010.

Type of Preferred Stock Warrants	Year(s) of Issuance	Number of Warrant Shares	Exercise Price	Issuance Date Original Value Assigned	Fair Value at January 1, 2009	Fair Value at December 31, 2009	Fair Value at March 31, 2010
							(unaudited)
Series A-3 preferred stock warrant	2006, 2007	15,000	$ 1.75	$ 18,000	$ 30,000	$ 68,000	$ 126,000
Series A-4 preferred stock warrant	2007, 2008	15,021	2.33	27,000	27,000	65,000	118,000
Series C preferred stock warrant	2008, 2009	221,088	5.48	830,000	232,000	697,000	1,117,000
Series D preferred stock warrant	2009	55,000	7.04	202,000	—	152,000	211,000
		306,109		$ 1,077,000	$ 289,000	$ 982,000	$ 1,572,000

Preferred stock warrants were initially issued in connection with the issuance of secured long-term debt and convertible promissory notes (Notes 5 and 6). The warrants were not issued with the intent of effectively hedging any exposures to cash flow, market, or foreign currency risks. The warrants do not qualify for hedge accounting, and as such, all future changes in the fair value of these warrants will be recognized currently in earnings until such time as the warrants are exercised or expire. The warrants do not trade in an active market, and as such, the Company estimates the fair value of these warrants using the option-pricing method as described in the Practice Aid. The following table summarized the assumptions used in these analyses:

	January 1, 2009	December 31, 2009	March 31, 2010
			(unaudited)
Risk-free interest rate	1.00%	1.14%	0.24%
Expected volatility factor	67.50%	91.60%	59.79%
Expected time to a liquidity event (in years)	3	2	0.5

10. Stock-Based Compensation

Stock Options—The Company has stock-based compensation plans under which it awards stock options to its employees and certain nonemployees. The vesting period and maturity of each option is determined at the date of grant. The term of an option cannot exceed 10 years. The options are subject to forfeiture if certain vesting requirements are not met. At March 31, 2010, there were 108,420 shares available for grant under the Incentive Plan.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(As of December 31, 2008 and 2009 and for the years ended December 31, 2007, 2008 and 2009. Information as of March 31, 2010 and for the three months ended March 31, 2009 and 2010 is unaudited.)

A summary of stock option activity for grants to employees and nonemployees for the period from June 9, 2005 (date of inception) to March 31, 2010, is presented below:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Options outstanding—December 31, 2005	—	$ —		
Granted	94,679	0.26		
Options outstanding—December 31, 2006	94,679	0.26		
Granted	1,051,228	0.47		
Canceled or forfeited	(35,000)	(0.46)		
Options outstanding—December 31, 2007	1,110,907	0.45		
Granted	867,959	1.11		
Canceled or forfeited	(83,577)	(0.40)		
Exercised	(19,155)	(0.31)		
Options outstanding—December 31, 2008	1,876,134	0.76		
Granted	863,720	2.70		
Canceled or forfeited	(191,428)	(0.79)		
Exercised	(834)	(0.49)		
Options outstanding—December 31, 2009	2,547,592	$ 1.42	8.59	$ 3,272,000
Granted (unaudited)	—	$ —		
Canceled or forfeited (unaudited)	(43,040)	(0.93)		
Exercised (unaudited)	(31,547)	(0.52)		
Options outstanding—March 31, 2010 (unaudited)	2,473,005	$ 1.44	8.37	$21,353,000
Options fully vested and exercisable—March 31, 2010 (unaudited)	1,246,203	$ 1.24	8.13	$11,007,000
Options expected to vest, including effects of expected forfeitures—March 31, 2010 (unaudited)	1,141,407	$ 1.61	8.59	$ 9,652,000

The Company has estimated the weighted average grant date fair value of the underlying stock for options granted during the years ended December 31, 2007, 2008 and 2009 to be $0.47, $1.11, and $2.70, respectively using an option pricing model. No stock options were granted during the three months ended March 31, 2009 or 2010. As of March 31, 2010, the value of unvested stock-based compensation for stock options granted totaled $1,298,000, which is expected to be recognized through the period from April 1, 2010 through December 31, 2013.

During the years ended December 31, 2008 and 2009, and for the three months ended March 31, 2009 and 2010, the Company received cash payments of approximately $6,000, $0, $0 and $16,000, respectively, from the exercise of stock options. The Company settles employee stock option exercises with newly issued common shares. No tax benefits were realized by the Company in connection with

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these exercises as the Company maintains net operating loss carryforwards and has established a valuation allowance against the entire tax benefit.

Information about stock options outstanding and exercisable at March 31, 2010, is as follows:

	Options Outstanding (unaudited)		Options Exercisable (unaudited)		
Exercise Price	Number of Options	Weighted-Average Remaining Contractual Life in Years	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life in Years
$0.17	33,300	5.92	33,300	$ 0.17	5.92
$0.46–$0.49	888,446	7.23	558,368	0.47	7.22
$1.16	688,459	8.37	319,380	1.16	8.37
$2.70	862,800	9.63	335,155	2.70	9.63

Stock-based compensation included in the Company's consolidated statements of operations, is as follows:

	Years Ended December 31,			Three Months Ended March 31,		Cumulative Amounts From June 9, 2005 (Date of Inception) Through March 31, 2010
	2007	2008	2009	2009 (unaudited)	2010 (unaudited)	(unaudited)
Stock options issued to nonemployees:						
Research and development	$ —	$ 8,000	$ 31,000	$ 4,000	$ 2,000	$ 41,000
General and administrative	—	11,000	47,000	5,000	36,000	94,000
Stock options issued to employees:						
Research and development	24,000	50,000	173,000	15,000	38,000	285,000
General and administrative	19,000	90,000	624,000	33,000	101,000	836,000
Restricted stock issued to nonemployees:						
Research and development	12,000	48,000	70,000	10,000	7,000	137,000
Total stock-based compensation	$ 55,000	$ 207,000	$ 945,000	$ 67,000	$ 184,000	$ 1,393,000

Stock Option Grants to Nonemployees—During the years ended December 31, 2008 and 2009, the Company granted options to purchase 155,000 and 10,000 shares, respectively, of common stock to nonemployees. Options granted to nonemployees are periodically revalued as services are performed and the options vest. No options were granted to nonemployees prior to the year ended December 31, 2008. During the year ended December 31, 2009, and during the three months ended March 31, 2010, 73,333 and 26,667 options, respectively, granted to a non-employee during 2008 were canceled.

Restricted Stock—The Company has stock-based compensation plans under which it has awarded restricted stock to nonemployee consultants. The vesting period of each restricted share is determined at the date of grant. The shares are subject to forfeiture if certain vesting requirements are not met. The Company records stock-based compensation on restricted stock grants over the vesting period. In accordance with applicable standards, stock-based awards granted to nonemployees are periodically revalued as services are performed and the awards vest.

Activity and related information for our restricted stock awards is summarized as follows:

	Number of Shares	Weighted-Average Grant-Date Fair Value
Nonvested—December 31, 2006	—	$ —
Granted	187,500	0.38
Vested	(34,379)	(0.35)
Nonvested—December 31, 2007	153,121	0.39
Granted	50,000	0.49
Vested	(51,567)	(0.41)
Forfeited	(64,583)	(0.41)
Nonvested—December 31, 2008	86,971	0.42
Granted	—	—
Vested	(37,634)	(0.41)
Forfeited	(13,530)	(0.35)
Nonvested—December 31, 2009	35,807	0.45
Granted (unaudited)	—	—
Vested (unaudited)	(2,734)	(0.49)
Forfeited (unaudited)	(9,375)	(0.35)
Nonvested—March 31, 2010 (unaudited)	23,698	0.49

The shares of restricted stock generally vest over periods from four to six years. The grant date fair value of shares granted during 2007 and 2008 was $72,000 and $25,000, respectively. As of March 31, 2010, the value of unvested stock-based costs relating to restricted stock awards was $239,000, which is expected to be recognized in the period from April 1, 2010 through December 31, 2013.

11. Income Taxes

There is no provision for income taxes because the Company has incurred operating losses since inception. As of December 31, 2009, the Company had federal and state net operating loss carryforwards of approximately $39,200,000 and $38,600,000, respectively, which may be used to offset future taxable income. The Company also had federal research and development tax credit carryforwards of $748,000. These carryforwards expire at various times through 2029 and may be limited in their annual usage by Section 382 of the Internal Revenue Code relating to ownership changes.

The tax effects of temporary differences that give rise to significant portions of the Company's net deferred tax assets at December 31, 2008 and 2009, are as follows:

	December 31,	
	2008	2009
Deferred tax assets:		
Net operating loss carryforwards	$ 8,013,000	$ 14,888,000
Research credit	438,000	748,000
Other temporary differences	369,000	670,000
Net deferred tax assets—before valuation allowance	8,820,000	16,306,000
Valuation allowance	(8,820,000)	(16,306,000)
Net deferred tax assets—after valuation allowance	$ —	$ —

The Company's deferred tax assets represent an unrecognized future tax benefit. The Company has provided a full valuation allowance on its deferred tax asset at December 31, 2009, as management believes it is more likely than not that the related deferred tax asset will not be realized. The reported amount of income tax expense differs from the amount that would result from applying domestic federal statutory tax rates to pretax losses, primarily because of changes in the valuation allowance. Reconciling items from income tax computed at the statutory federal rate for the years ended December 31, 2007, 2008, and 2009, were as follows:

	2007	2008	2009
Federal income tax at statutory rate	35.00%	35.00%	35.00%
State income taxes, net of federal benefits	5.75%	3.28%	3.01%
Research credit	1.81%	2.47%	1.27%
Permanent adjustments	-0.35%	-2.76%	-1.38%
Valuation allowance	-42.21%	-37.99%	-37.65%
Other	0.00%	0.00%	-0.25%
Effective tax rate	0.00%	0.00%	0.00%

The Company adopted certain provisions of FASB ASC 740, *Income Taxes* (previously FIN No. 48), on January 1, 2007. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in the consolidated financial statements. The Company's evaluation was performed for the tax periods from January 1, 2005 (date of inception) through December 31, 2009, which remain subject to examination by major tax jurisdictions as of December 31, 2009.

The Company may from time to time be assessed interest or penalties by major tax jurisdictions, although there have been no such assessments historically, with material impact to its financial results. In the event it receives an assessment for interest and/or penalties, such an assessment would be classified in the consolidated financial statements as income tax expense.

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12. Employee Benefit Plan

The Company's employees participate in the Gevo, Inc. 401(k) Plan ("401(k) Plan"). Subject to certain eligibility requirements, the 401(k) Plan covers substantially all employees after three months of service with quarterly entry dates. Employee contributions are deposited by the Company into the 401(k) Plan and may not exceed the maximum statutory contribution amount. The Company may make matching and/or discretionary contributions to the 401(k) Plan. Effective January 1, 2008, the Company began providing an employer match of 100% up to a maximum of 5% of compensation per employee, which vests over a period of approximately two years. During the years ended December 31, 2008 and 2009, the Company recorded $123,000 and $200,000 in matching contributions. During the period from June 9, 2005 (date of inception) through the year ended March 31, 2010, the Company recorded $401,000 in matching contributions. During the three months ended March 31, 2009 and 2010, the Company recorded $52,000 and $78,000, respectively, in matching contributions.

13. Related-Party Transactions

Caltech is a common stockholder in the Company and party to a contractor agreement and license agreement for patent rights (Note 3).

A founder, consultant and director of the Company is also a professor at Caltech, which is a party to a license agreement (Note 3) and research agreements. This founder and director is also a common stockholder and option holder of the Company.

A former member of the Company's scientific advisory board is also a professor at the University of California, which is a party to a license agreement for patent rights (Note 3) and a research agreement (Note 3), and a holder of restricted stock. The research agreement was terminated effective February 14, 2010.

The Company entered into an employment agreement with its chief executive officer as of July 1, 2008. The agreement details his role and duties, and, in exchange for his full-time employment, provides for an annual salary, performance bonus, severance, stock option grants, health and life insurance, and other customary benefits commensurate with the position. According to the agreement, severance in the amount of 12 months of base pay is provided if the chief executive officer's employment is terminated without cause or for good reason, as defined in the agreement. As part of the agreement, the chief executive officer agrees to serve and shall be elected as a member of the Company's Board of Directors. Upon request from the chief executive officer, the Company will be required to loan the chief executive officer funds equal to the exercise price of any options being exercised. Each loan shall be evidenced by a promissory Note with an interest rate equal to the lowest applicable federal rate as published by the Internal Revenue Service as in effect on the date of such advance and must be repaid within 10 years. The Company has entered into a new employment agreement with its chief executive officer that will supercede his current agreement upon the consummation of an initial public offering.

The Company has agreements with three executives of the Company whereby severance in the amount of six months of base pay is provided if their employment is terminated without cause.

Convertible unsecured promissory Notes were issued to certain investors, who are also holders of the Company's preferred stock, in January 2008 (Note 6) which were settled through issuance of preferred stock in 2008.

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As of March 31, 2010, the two members of the Board of Managers of Gevo Development appointed by CDP are the co-managing directors of Gevo Development. The co-managing directors of Gevo Development beneficially own 100% of the equity interest of CDP. CDP holds a warrant for common stock of Gevo, Inc. (Note 4).

14. Commitments and Contingencies

Leases—In November 2007, the Company signed an operating lease for its office, research, and production facility in Englewood, Colorado ("Colorado facility") commencing December 1, 2007, and with a term expiring July 31, 2013. The Company also maintains two corporate apartments in Colorado, both of which have lease terms expiring during the year ended December 31, 2010.

The Company previously had operating leases in California at facilities located in Pasadena ("Pasadena facility") and in Monrovia ("Monrovia facility"). During the year ended December 31, 2007, the Company terminated its lease for the Monrovia facility in exchange for specific termination payments and recorded lease termination costs of $894,000. During 2008, the Company terminated its lease for the Pasadena facility and incurred rent expense of $162,000 for the year ended December 31, 2008.

Beginning in February 2008, substantially all of the Company's employees and functions were located in the Colorado facility. During the year ended December 31, 2008, pursuant to its relocation of primary business offices and operations from California to Colorado, the Company incurred $706,000 in moving and relocation costs, which were recorded as general and administrative expense in the consolidated statements of operations in 2008.

Rent expense for the years ended December 31, 2007, 2008, and 2009, and the period from June 9, 2005 (date of inception) to March 31, 2010, was $282,000, $619,000, $514,000, and $1,695,000, respectively. Rent expense for the three months ended March 31, 2009 and 2010, was $124,000 and $140,000, respectively.

Future minimum lease payments required under long-term operating leases for the Colorado facility and corporate apartments are as follows:

Years Ending December 31		
2010	$	490,000
2011		491,000
2012		497,000
2013 and thereafter		292,000
	$	1,770,000

The Company has recorded a deferred rent liability of $119,000 and $115,000 as of and for the years ended December 31, 2008 and 2009, respectively, of which $5,000 and $20,000, respectively, is recorded in current liabilities and $114,000 and $96,000, respectively, is recorded in non-current liabilities, related to an initial reduced rent period. The Company recognizes rent expense on its facility operating leases on a straight-line basis. As of March 31, 2010, the Company has a deferred rent liability of $110,000, of which $22,000 is recorded in current liabilities and $88,000 is recorded in non-current liabilities.

As required in the lease agreement for the Colorado facility, the Company maintains a letter of credit in the amount of $159,000, as of March 31, 2010, with the landlord as the beneficiary. The letter of credit will be reduced by $40,000 each July until it is terminated in July 2013. The total amount of the certificate of deposit as of March 31, 2010, was $159,000, of which $40,000 has been classified as current. The Company is required to maintain a certificate of deposit balance equal to the letter of credit amount, which was pledged as collateral against the letter of credit. The certificate of deposit balance will be reduced accordingly, as the amount of the letter of credit is reduced.

Guarantees and Indemnifications—In the ordinary course of its business, the Company makes certain indemnities, commitments, and guarantees under which it may be required to make payments in relation to certain transactions. The Company, as permitted under Delaware law and in accordance with its amended and restated certificate of incorporation and amended and restated bylaws, indemnifies its officers and directors for certain events or occurrences, subject to certain limits, while the officer or director is or was serving at the Company’s request in such capacity. The duration of these indemnifications, commitments, and guarantees varies and, in certain cases, is indefinite. The maximum amount of potential future indemnification is unlimited; however, the Company has a director and officer insurance policy that may enable it to recover a portion of any future amounts paid. The Company believes the fair value of these indemnification agreements is minimal. The Company has not recorded any liability for these indemnities in the accompanying balance sheets. However, the Company accrues for losses for any known contingent liability, including those that may arise from indemnification provisions, when future payment is probable. No such losses have been recorded to date.

The Company has entered into a guaranty agreement whereby Gevo, Inc. agrees to guarantee the financial obligations of Gevo Development to CDP through December 31, 2011 (Note 4).

15. Change in Accounting Principle

Recharacterization of Preferred Stock Warrants—As described in Notes 1 and 9, the Company adopted FASB guidance as of January 1, 2009, whereby the Company’s preferred stock warrants were determined to be derivatives and were reclassified from equity to liabilities.

16. Subsequent Events (Unaudited)

Equity Financing—During April and May 2010, the Company issued an additional 900,331 shares of Series D-1 preferred stock at $17.12 per share for gross cash proceeds of approximately $15,414,000, and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of future services to be provided by ICM. The 58,412 shares issued to ICM in exchange for the credit against future services are fully vested, non-forfeitable and non-cancellable. In addition, ICM must pay a significant penalty if future services are not provided according to the terms of the agreement. In aggregate, the Company issued 1,902,087 shares of Series D-1 preferred stock at $17.12 per share for gross proceeds of $32,564,000 between March and May 2010. These amounts are offset by offering costs of $72,000. A beneficial conversion feature of approximately $2,895,000 will be recorded for issuances of Series D-1 preferred stock that occurred in April and May 2010.

Agri-Energy Acquisition—In August 2010, the Company entered into an acquisition agreement pursuant to which it has agreed to purchase all of the membership interests of Agri-Energy, LLC, a Minnesota limited liability company, and certain assets of Agri-Energy Limited Partnership, a Minnesota limited partnership, from their common owner, CORN-er Stone Farmers’ Cooperative, a Minnesota cooperative association, together with CORN-er Stone Ethanol Management, Inc., referred to collectively as Agri-Energy. Upon and subject to the closing of the transactions contemplated by this acquisition agreement, the Company will acquire ownership of a 22 million gallon per year ethanol production facility located in Luverne, Minnesota which the Company plans to retrofit for isobutanol production. The purchase price that we have agreed to pay is approximately $20.7 million. In addition, we are acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provides for an aggregate of approximately $3.5 million to be placed into escrow as security for deficiencies in working capital and seller indemnification obligations. The acquisition agreement may be terminated at any time prior to the closing by mutual written consent of the parties or by either party in the event that (a) any law is enacted or deemed applicable that makes the contemplated transactions illegal, or if any governmental entity shall have taken any action to prohibit the consummation of the transactions and such action shall have become final and non-appealable, (b) the closing has not occurred by November 30, 2010 or (c) the other party has materially breached any of its representations, warranties or covenants under the acquisition agreement (subject to a 15 day cure period). The acquisition is expected to close in September of 2010.

Equity Purchase Agreement and Related Transactions—In August 2010, Gevo, Inc., Gevo Development, CDP and each of the owners of CDP entered into an equity purchase agreement pursuant to which Gevo, Inc. will purchase all of the outstanding class B interests in Gevo Development from CDP. This agreement provides that the purchase of the class B interests will close on the earlier of September 22, 2010, or the completion by Gevo, Inc. of an initial public offering, at which time Gevo Development will become a wholly owned subsidiary of Gevo, Inc. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1.143 million, $500,000 of which is payable on the later of the consummation of the Agri-Energy transactions and September 22, 2010, $274,000 of which is payable on the later of the consummation of the Agri-Energy transactions and December 30, 2010, and the remainder of which is payable in five equal quarterly installments beginning in January 2011, subject to the terms and conditions set forth in the agreement. The equity purchase agreement also provides that the commercialization and guaranty agreements described in Note 4 will terminate and be of no further force or effect as of the closing date. In connection with the transactions contemplated by the equity purchase agreement, Gevo, Inc. has also agreed to amend and restate CDP's warrant agreement, described in Note 4, to provide that 50% of the warrant shares granted under such warrant agreement will vest on September 22, 2010. The remaining warrant shares will vest over a two-year period beginning on September 22, 2010, subject to acceleration and termination in certain circumstances. In connection with the transactions contemplated by the equity purchase agreement, Gevo, Inc. and CDP also terminated the exchange agreement, described in Note 4, effective as of August 5, 2010. In addition, the LLC Agreement was amended on August 5, 2010, which amendment provided, among other things, that CDP's class B interest are subject to forfeiture if there is a termination event under the commercialization agreement prior to the date that the Company acquires a biorefinery plant or if the Company fails to retrofit a biorefinery plant on or before December 31, 2011. Effective September 22, 2010, each of the co-managing directors of Gevo Development will become an employee of Gevo, Inc.

TriplePoint Financing —

Loan and Security Agreement 1. In August 2010, concurrently with the execution of the acquisition agreement with Agri-Energy, Gevo, Inc. entered into a loan and security agreement with TriplePoint Capital LLC (TriplePoint), pursuant to which the company borrowed $5,000,000. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default, including, disposing of certain assets, granting or otherwise allowing the imposition of a lien against certain assets, incurring certain amounts of additional indebtedness, declaring dividends prior to an initial public offering, or acquiring or merging with another entity, excluding Agri-Energy, unless the Company receives the prior approval of TriplePoint. Any amounts outstanding under the loan and security agreement bear interest at a rate of 13%, are subject to an end-of-term payment of 8% of the amount borrowed and are secured by substantially all of Gevo, Inc.'s assets, other than its intellectual property. Additionally, under the terms of each of (i) the loan and security agreement and (ii) Gevo, Inc.'s guarantee of Gevo Development's obligations under the loan and security agreement described below, Gevo, Inc. is prohibited from granting a security interest in its intellectual property assets to any other entity until both TriplePoint loans are paid in full. The loan matures in four years with interest only payments required during the first 24 months. In connection with signing and borrowing on the $5,000,000 loan, Gevo, Inc. issued to TriplePoint a warrant to purchase 32,126 shares of Gevo, Inc.'s Series D-1 preferred stock at an exercise price of $17.12, or shares of Gevo, Inc.'s preferred stock issued in the next round of financing, if the price per share in such financing is below $17.12, at an exercise price equal to the per share sales price in such financing. The warrant is subject to antidilution adjustments upon the occurrence of certain events. The warrant terminates on the later of (i) August 5, 2017 or (ii) five years from the effective date of Gevo, Inc.'s initial public offering. Gevo, Inc. used the funds from this loan to repay a portion of its existing indebtedness with Lighthouse.

Loan and Security Agreement 2. In August 2010, concurrently with the execution of the acquisition agreement with Agri-Energy, Gevo Development entered into a loan and security agreement with TriplePoint under which, upon the satisfaction of certain conditions, Gevo Development may borrow up to $12,500,000 to finance the transactions contemplated by the acquisition agreement with Agri-Energy. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default. Any amounts borrowed under the loan and security agreement will bear interest at a rate of prime plus 9.75%, subject to a minimum rate of 13%, and will be subject to an end-of-term payment of 8% of the amount borrowed.

Prior to the consummation of the acquisition of Agri-Energy by Gevo Development, any amounts borrowed under the loan and security agreement will be secured by substantially all the assets of the Company, other than the intellectual property of Gevo, Inc. Following the consummation of the acquisition of Agri-Energy by Gevo Development, any amounts borrowed or outstanding under the loan and security agreement will be secured by the equity interests of Agri-Energy held by Gevo Development and substantially all of the assets of Agri-Energy.

Each borrowing under the loan will mature four years after the borrowing is financed, with interest only payments required during the first 24 months, and will be guaranteed by Gevo, Inc. pursuant to a continuing guaranty, which such guaranty is secured by substantially all of the assets of Gevo, Inc., other than its intellectual property.

In connection with signing the loan and security agreement allowing Gevo Development to borrow up to $12,500,000, Gevo, Inc. issued to TriplePoint a warrant to purchase 18,254 shares of Gevo, Inc.'s Series D-1 preferred stock at an exercise price of $17.12, or shares of Gevo, Inc.'s preferred stock issued in the next round of financing, if the price per share in such financing is below $17.12, at an exercise price equal to the per share sales price in such financing. Gevo, Inc. will issue TriplePoint a warrant to purchase an additional 54,760 shares of the Company's Series D-1 preferred stock at an exercise price of $17.12, or shares of Gevo, Inc.'s preferred stock issued in a next round of financing if the price per share in such financing is below $17.12, at an exercise price equal to the per share sales price in such financing, upon the earlier of (i) the date of an initial borrowing under the loan and (ii) the date the Agri-Energy acquisition closes.

The warrants are subject to antidilution adjustments upon the occurrence of certain events. The warrants terminate on the later of (i) August 5, 2017 or (ii) five years from the effective date of Gevo, Inc.'s initial public offering. Gevo Development intends to use the funds to partially finance the purchase price under the acquisition agreement. Gevo Development must satisfy several closing conditions before it is able to draw these funds from TriplePoint, including limits regarding the Agri-Energy purchase price, no changes in Agri-Energy's financial condition sufficient to constitute a material adverse effect and payment of a commitment fee.

Under the loan and security agreement, if Gevo Development uses alternative financing to consummate the transactions with Agri-Energy prior to October 31, 2010, then Gevo Development will be obligated to pay a break-up fee of approximately $2.8 million to TriplePoint.

Employment Agreements—The Company has entered into new employment agreements with its chief executive officer and five additional executives of the Company that will take effect only upon the consummation of an initial public offering. If and when effective, these agreements will supersede the employees' previous agreements, where applicable, and provide for an annual salary, performance cash bonus, annual stock incentive awards and health and other benefits commensurate with the position. These agreements, in certain situations, also provide cash payments and acceleration of unvested equity awards upon a change in control or termination of employment.

2010 Stock Incentive Plan & 2010 Employee Stock Purchase Plan—On June 3, 2010, our board of directors approved the 2010 Stock Incentive Plan and the 2010 employee stock purchase plan, which will each become effective upon the completion of the initial public offering of our common stock, subject to stockholder approval.

The Company has evaluated all subsequent events through August 12, 2010, the date which these consolidated financial statements were available to be issued.

* * * * * *

Index to Agri-Energy Combined Financial Statements

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Members of
Agri-Energy
Luverne, Minnesota

We have audited the accompanying combined balance sheets of Agri-Energy (the "Company") as of December 31, 2008 and 2009, and the related combined statements of operations, changes in net parent investment, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2008 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying combined financial statements have been prepared from the separate records maintained by CORN-er Stone Farmers' Cooperative and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated entity.

/S/ DELOITTE & TOUCHE LLP

Denver, Colorado
August 12, 2010

Agri-Energy

COMBINED BALANCE SHEETS
AS OF DECEMBER 31, 2008 AND 2009 AND MARCH 31, 2010 (UNAUDITED)

	December 31, 2008	December 31, 2009	March 31, 2010 (Unaudited)
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 1,868,000	$ 2,339,000	$ 1,049,000
Accounts receivable	2,483,000	2,440,000	3,091,000
Other receivables	19,000	26,000	29,000
Prepaid expenses	19,000	352,000	67,000
Inventories	2,190,000	3,198,000	2,464,000
Derivative asset	—	—	102,000
Margin Deposit	2,084,000	33,000	82,000
Total current assets	8,663,000	8,388,000	6,884,000
PROPERTY PLANT AND EQUIPMENT—Net	12,045,000	10,551,000	10,196,000
DEFERRED FINANCING COSTS	9,000	50,000	47,000
TOTAL	$ 20,717,000	$ 18,989,000	$ 17,127,000
LIABILITIES AND NET PARENT INVESTMENT			
CURRENT LIABILITIES:			
Accounts payable	$ 3,690,000	$ 4,041,000	$ 1,668,000
Derivative liability	3,564,000	456,000	600,000
Accrued utilities	612,000	421,000	442,000
Accrued expenses	358,000	312,000	371,000
Due to related party	879,000	1,773,000	1,792,000
Current portion of long-term debt	196,000	255,000	258,000
Total current liabilities	9,299,000	7,258,000	5,131,000
LONG TERM DEBT (Net of current portion)	2,904,000	2,663,000	2,598,000
Total liabilities	12,203,000	9,921,000	7,729,000
NET PARENT INVESTMENT	8,514,000	9,068,000	9,398,000
TOTAL	$ 20,717,000	$ 18,989,000	$ 17,127,000

See notes to combined financial statements.

Agri-Energy

COMBINED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND
THREE MONTHS ENDED MARCH 31, 2009 AND 2010 (UNAUDITED)

	Years Ended December 31,		Three Months Ended March 31,	
	2008	2009	2009	2010
			(Unaudited)	
REVENUES	$ 50,906,000	$ 40,108,000	$ 8,317,000	$ 10,244,000
COST OF GOODS SOLD	61,366,000	36,985,000	9,065,000	10,031,000
GROSS MARGIN (LOSS)	(10,460,000)	3,123,000	(748,000)	213,000
SELLING, GENERAL AND ADMINISTRATIVE EXPENSE	1,181,000	2,029,000	376,000	258,000
NET INCOME (LOSS) FROM OPERATIONS	(11,641,000)	1,094,000	(1,124,000)	(45,000)
OTHER INCOME (EXPENSE):				
Minnesota producer payment	2,085,000	934,000	—	—
Interest expense	(53,000)	(145,000)	(31,000)	(36,000)
Other, net	243,000	70,000	31,000	3,000
Total other income (expense)	2,275,000	859,000	—	(33,000)
NET INCOME (LOSS)	$ (9,366,000)	$ 1,953,000	$ (1,124,000)	$ (78,000)

See notes to combined financial statements.

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COMBINED STATEMENTS OF CHANGES IN NET PARENT INVESTMENT FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND THE THREE MONTHS ENDED MARCH 31, 2010 (UNAUDITED)

	Net Parent Investment
BALANCE—January 1, 2008	$ 21,163,000
Net change in parent investment	(3,283,000)
Net loss	(9,366,000)
BALANCE—December 31, 2008	8,514,000
Net change in parent investment	(1,399,000)
Net income	1,953,000
BALANCE—December 31, 2009	9,068,000
Net change in parent investment (unaudited)	408,000
Net loss (unaudited)	(78,000)
BALANCE—March 31, 2010 (unaudited)	$ 9,398,000

See notes to combined financial statements.

Agri-Energy

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND
THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 (UNAUDITED)

	Years Ended December 31,		Three Months Ended March 31,	
	2008	2009	2009	2010
			(Unaudited)	
OPERATING ACTIVITIES:				
Net (loss) income	$ (9,366,000)	$ 1,953,000	$ (1,124,000)	$ (78,000)
Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities:				
Depreciation and amortization	1,911,000	1,543,000	526,000	357,000
Changes in operating assets and liabilities:				
Accounts receivable	843,000	39,000	82,000	(649,000)
Other receivables	(5,000)	(7,000)	(175,000)	(3,000)
Prepaid expenses	(1,000)	(333,000)	(53,000)	285,000
Inventories	946,000	(1,008,000)	(1,132,000)	734,000
Derivative asset and liability	4,804,000	(3,108,000)	(1,058,000)	41,000
Margin deposit	(818,000)	2,051,000	1,650,000	(49,000)
Accounts payable	514,000	351,000	(1,474,000)	(2,373,000)
Accrued utilities	(1,000)	(191,000)	(153,000)	21,000
Accrued expenses	18,000	(46,000)	(9,000)	59,000
Net cash provided by (used in) operating activities	(1,155,000)	1,244,000	(2,920,000)	(1,655,000)
INVESTING ACTIVITIES:				
Purchase of property, plant and equipment	(3,190,000)	(34,000)	(33,000)	—
Rebate received on equipment purchased	—	—	87,000	—
Net cash flow (used in) provided by investing activities	(3,190,000)	(34,000)	54,000	—
FINANCING ACTIVITIES:				
Proceeds from issuance of long-term debt	3,100,000	—	—	—
Payment of long-term debt	—	(182,000)	—	(62,000)
Payment of debt issuance costs	(13,000)	(52,000)	(55,000)	—
Borrowings from related party	72,000	894,000	7,000	19,000
Net change in parent investment	(3,283,000)	(1,399,000)	1,264,000	408,000
Net cash flow (used in) provided by financing activities	(124,000)	(739,000)	1,216,000	365,000
DECREASE IN CASH AND CASH EQUIVALENTS	(4,469,000)	471,000	(1,650,000)	(1,290,000)
CASH AND CASH EQUIVALENTS—Beginning of year	6,337,000	1,868,000	1,868,000	2,339,000
CASH AND CASH EQUIVALENTS—End of year	$ 1,868,000	$ 2,339,000	$ 218,000	$ 1,049,000
CASH PAID FOR INTEREST	$ 43,000	$ 142,000	$ 28,000	$ 36,000

See notes to combined financial statements.

NOTES TO COMBINED FINANCIAL STATEMENTS
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations—Agri-Energy, or the Company, we, our, or us, is engaged in the business of producing and selling ethanol and related products through an ethanol plant located in Luverne, Minnesota.

The combined financial statements are being prepared in connection with the acquisition of the Company by Gevo Development, LLC ("Gevo"), a subsidiary of Gevo, Inc. The accompanying combined financial statements and related notes of the Company present the financial position, results of operations and cash flows and changes in net parent investment of Agri-Energy, LLC and certain assets and liabilities of Agri-Energy Limited Partnership. Agri-Energy, LLC is a wholly owned subsidiary of CORN-er Stone Farmers' Cooperative (the "Cooperative") which is a cooperative association. Agri-Energy Limited Partnership is a limited partnership. The .01% General Partner interest is held by CORN-er Stone Ethanol Management, Inc. which is a wholly owned subsidiary of the Cooperative. The 99.99% Limited Partner interest of Agri-Energy Limited Partnership is under common ownership with the Cooperative. The assets, liabilities and operations of Agri-Energy Limited Partnership, which are not being acquired by Gevo and are not included in these combined financial statements, include equity method investments held by Agri-Energy Limited Partnership, a note receivable arising from the sale of an equity method investments and debt and related accounts used to finance the purchase of equity method investments. These investments were not managed or operated by Cooperative or Agri-Energy Limited Partnership management.

The combined financial statements include the accounts of the Company and have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. All significant intercompany balances and transactions within the Company have been eliminated. The combined financial statements of the Company have been prepared from the separate records maintained by the Cooperative and Agri-Energy Limited Partnership and may not necessarily be indicative of the conditions that would have existed, or the results of operations that would result, if the Company had been operated as an unaffiliated entity. Because a direct ownership relationship did not exist among Agri-Energy, LLC and Agri-Energy Limited Partnership, the net investment in the Company is shown as net parent investment, in lieu of owner's equity, in the combined financial statements. Transactions between the Company and other operations owned by the Cooperative and Agri-Energy Limited Partnership have been identified in the combined financial statements as transactions between related parties. In the opinion of management, all adjustments have been reflected that are necessary for the fair presentation of the combined financial statements.

The combined statements of operations and cash flows for the three months ended March 31, 2009 and 2010, the combined statement of changes in net parent investment for the three months ended March 31, 2010, and the combined balance sheet as of March 31, 2010, are unaudited. These unaudited interim combined financial statements have been prepared in accordance with GAAP. In the opinion of management, the unaudited interim combined financial statements have been prepared on the same basis as the audited combined financial statements, and include all adjustments necessary to present fairly the financial position, and the results of operations and cash flows, for the respective interim periods. Interim financial results are not necessarily indicative of the results that may be expected for an annual period.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

A summary of the Company's significant accounting policies follows:

Use of Estimates—The preparation of financial: statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the period. Actual results could differ from those estimates.

Revenue Recognition—Revenue from the production of ethanol and related products is recorded when title transfers to customers price is fixed and determinable and collectibility is reasonably assured. Ethanol and related products are generally shipped free on board shipping point. Collectability of revenue is reasonably assured based on historical evidence of collectability between the Company and its customers. Shipping costs billed to customers are included in revenue.

The Company has been receiving incentives to produce ethanol from the State of Minnesota. The agreement was for ethanol produced over a ten year period, which was completed with the quarter ended September 30, 2008. Although the agreement ended September 30, 2008, not all of the incentive income which has been applied for has been received as of March 31, 2010. The State of Minnesota will annually make payments if and when funds are made available. Income is not recorded until funds are received.

In accordance with the Company's agreements for the marketing and sale of ethanol and related products, commissions due to marketers are deducted from the gross sales price at the time payment is remitted to the Company. Ethanol and related products sales are recorded net of commissions of $406,000 and $330,000 for the years ended December 31, 2008 and 2009, respectively and $65,000 and $87,000 for the three months ended March 31, 2009 and 2010 (unaudited), respectively.

Cash and Cash Equivalents—Cash and cash equivalents consist of short term and highly liquid instruments with maturities of three months or less. The Company maintains its cash in bank deposits that at times exceed federally insured limits of $250,000.

Accounts Receivable and Concentrations of Credit Risk—The Company records receivables for products shipped but for which payment has not yet been received. Accounts receivable are stated net of an allowance for uncollectible accounts. As of December 31, 2008 and 2009 the Company's accounts receivable balance did not include an allowance for doubtful accounts, based upon the expected full collection of the accounts receivable.

The prior marketing firm for the Company, Aventine Renewable Energy (ARE), declared bankruptcy in March 2009. Prior to the bankruptcy, the Company had filed suit against ARE for failure to pay for ethanol shipped to ARE in February 2009. The account receivable from ARE of $1,440,000, which represents ethanol shipped to ARE in February of 2009, remains in question as bankruptcy proceedings take place and the lawsuit has been placed on hold by the court. The Company has written off $1,006,000 of this receivable as uncollectible. The unreserved balance receivable from ARE reflects management's estimate of the amount that could be collected from third parties that are interested in acquiring the Company's receivable from ARE based on written offers or the amount that would be collected through the bankruptcy proceedings.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

As of December 31, 2008, December 31, 2009, and March 31, 2010 (unaudited) no allowance for doubtful accounts has been recorded.

Inventories—Corn, ethanol, distillers dried grains with solubles (DDGS), enzymes and other inputs are stated at the lower cost or market. Cost is determined by the first-in, first-out method. The cost of ethanol inventory consists of the cost of raw materials and an applicable share of the cost of labor and manufacturing overhead.

Debt Issuance Costs—Debt issuance costs are incurred associated with the Company obtaining financing that have been capitalized and are being amortized on a straight-line basis, which approximates the effective interest method, over the expected maturity period of the related debt. Amortization expense was $4,000 and $11,000 for the years ended December 31, 2008 and 2009, respectively. Amortization expense was $4,000 and $3,000 for the three months ended March 31, 2009 and 2010 (unaudited), respectively.

Investment in Commodities Contracts, Derivative Instruments and Hedging Activities—The Company enters into short-term cash, option and future contracts as a means of securing corn and natural gas and managing exposure to changes in commodity prices. The Company also enters into fixed price corn and natural gas supply contracts. These transactions are considered to be derivatives and are recorded on the balance sheet as assets and liabilities based on the derivative's fair value. Changes in the fair value of the derivative contracts are recognized currently in income unless specific hedge accounting criteria are met. The Company has not designated any of its derivatives as hedges for financial reporting purposes.

Property, Plant and Equipment—Property, plant and equipment is stated at cost and depreciated over the estimated useful life of each asset using the straight-line method. The cost of maintenance and repairs is charged to income as incurred; significant renewals and betterments are capitalized. Periodically, the plant or portion of the plant's equipment will be shut down to perform certain maintenance projects that are expected to improve the operating efficiency of the plant over the subsequent year. These costs are expensed or capitalized based upon the nature of the costs.

Impairment of Long-Lived Assets—Periodically, the Company evaluates its assets for impairment whenever events or changes in circumstances indicate the carrying amount of the long-lived asset may not be fully recoverable. The carrying amount may not be recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the assets. The Company considered various factors when determining if these assets should be evaluated for impairment. Recognition of impairment of long-lived assets is made in the event the carrying value of such assets exceeds the fair value.

No impairment losses have been recorded for the years ended December 31, 2008 and 2009 or the three months ended March 31, 2009 and 2010 (unaudited).

Income Taxes—Agri-Energy Limited Partnership and Agri-Energy, LLC are structured as pass-through entities for federal and state income tax purposes. Accordingly, no income tax expense is recognized in the financial statements.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

Environmental Liabilities—The Company's operations are subject to environmental laws and regulations adopted by various governmental authorities in the jurisdiction in which it operates. These laws require the Company to investigate and remediate the effects of the release or disposal of materials at its locations. Accordingly, the Company has adopted policies, practices and procedures in the areas of pollution control, occupational health and the production, handling, storage and use of hazardous materials to prevent material environmental or other damage, and to limit the financial liability, which could result from such events. Environmental liabilities are recorded when the Company's liability is probable and the costs can be reasonably estimated. No environmental liabilities were recorded as of December 31, 2008, December 31, 2009, and March 31, 2010.

Fair Value of Financial Instruments—Financial instruments include cash and cash equivalents, receivables, accounts payable, accrued expenses, long-term debt and derivative instruments. Management believes the fair value of each of these instruments approximates their carrying value in the balance sheet as of the balance sheet date.

The fair value of exchange traded derivative instruments is based on quoted market price. The fair value of fixed price natural gas and corn contacts is based upon the price at the delivery location adjusted for basis differentials, counterparty credit quality, the effect of our own credit worthiness, the time value of money and/or the liquidity of the market.

The fair value of the long-term debt is estimated based on anticipated interest rates which management believes would currently be available to the Company for similar issues of debt, taking into account the current credit risk of the Company and the other market factors.

While the Company believes that its valuation methods are appropriate and consistent with other market participants, it recognizes that the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)

(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

Fair Value Measurements—Accounting standards define fair value, outline a framework for measuring fair value, and detail the required disclosures about fair value measurements. Under these standards, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market. Standards establish a hierarchy in determining the fair market value of an asset or liability. The fair value hierarchy has three levels of inputs, both observable and unobservable. Standards require the utilization of the highest possible level of input to determine fair value. Level 1 inputs include quoted market prices in an active market for identical assets or liabilities. Level 2 inputs are market data, other than Level 1, that are observable either directly or indirectly. Level 2 inputs include quoted market prices for similar assets or liabilities, quoted market prices in an inactive market, and other observable information that can be corroborated by market data. Level 3 inputs are unobservable and corroborated by little or no market data. As of December 31, 2008 and 2009 and March 31, 2010 (unaudited) there were no transactions measured at fair value on a non recurring basis. The following table shows assets and liabilities measured at fair value on a recurring basis as of December 31, 2008 and 2009 and March 31, 2010 (unaudited) and the input categories associated with those assets and liabilities.

	Fair Value as of December 31, 2008	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
Exchange traded derivatives	$ (364,000)	$(364,000)	$ —	$ —
Fixed price natural gas derivatives	(557,000)		(557,000)	
Fixed price corn derivatives	(2,643,000)		(2,643,000)	
	December 31, 2009			
Exchange traded derivatives	$ (7,000)	$ (7,000)	$ —	$ —
Fixed price corn derivatives	(449,000)		(449,000)	
	March 31, 2010 (Unaudited)			
Exchange traded derivatives	$ 102,000	$ 102,000	$ —	$ —
Fixed price corn derivatives	(600,000)		(600,000)	

Recent Accounting Pronouncements—On January 1, 2009, the Company adopted certain provisions of FASB ASC 815, *Derivatives and Hedging*, which changed the disclosure requirements for derivative instruments and hedging activities. Entities are required to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under FASB ASC 815 and (c) how derivative instruments and related hedged items affect an entity’s financial position, financial performance and cash flows. The adoption of these amended provisions resulted in enhanced disclosures and did not have any impact on the Company’s financial condition or results of operations.

In January 2010, the FASB issued Accounting Standards Update (ASU) No. 2010-06, “*Fair Value Measurements and Disclosures—Improving Disclosures about Fair Value Measurement*,” that requires entities to make new disclosures about recurring or nonrecurring fair-value measurements and provides clarification of existing disclosure requirements. This amendment requires disclosures about transfers

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

into and out of Levels 1 and 2 and separate disclosures about purchases, sales, issuances, and settlements relating to Level 3 measurements. It also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. This amendment is effective for periods beginning after December 15, 2009, except for the requirement to provide the Level 3 activity of purchases, sales, issuances, and settlements, which will be effective for fiscal years beginning after December 15, 2010. The adoption did not have a material impact on the combined financial statements.

In February 2010, the FASB issued ASU No. 2010-09, "Subsequent Events—*Amendments to Certain Recognition and Disclosure Requirements*," that amends guidance on subsequent events. This amendment removes the requirement for SEC filers to disclose the date through which an entity has evaluated subsequent events. However, the date-disclosure exemption does not relieve management of an SEC filer from its responsibility to evaluate subsequent events through the date on which financial statements are issued. All of the amendments in this ASU are effective upon issuance of the final ASU, except for the use of the issued date for conduit debt obligors. That amendment is effective for interim or annual periods ending after June 15, 2010. The adoption of this standard did not have a material impact on the combined financial statements.

2. Property, Plant and Equipment

A summary of property, plant and equipment by classification is as follows:

	Depreciable Life	December 31, 2008	December 31, 2009	March 31, 2010 (Unaudited)
Land and improvements		$ 947,000	$ 947,000	$ 947,000
Buildings	10–25 years	12,298,000	12,298,000	12,298,000
Equipment	5–15 years	15,839,000	15,873,000	15,873,000
Transportation equipment	5–15 years	172,000	172,000	172,000
Office equipment	3–7 years	278,000	278,000	278,000
Total property, plant and equipment		29,534,000	29,568,000	29,568,000
Less accumulated depreciation		(17,489,000)	(19,017,000)	(19,372,000)
Net property, plant and equipment		$ 12,045,000	$ 10,551,000	$ 10,196,000

Depreciation expense was $1,907,000 and $1,528,000 for the years ended December 31, 2008 and 2009, respectively. Depreciation expense was $522,000 and $355,000 for the three months ended March 31, 2009 and 2010, respectively.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)

(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

3. Inventories

Inventory balances consisted of the following:

	December 31, 2008	December 31, 2009	March 31, 2010 (Unaudited)
Corn	$ 1,441,000	$ 2,199,000	$ 1,637,000
Ethanol	113,000	329,000	213,000
Dried distiller's grains	48,000	16,000	41,000
Work in process	96,000	127,000	130,000
Enzymes and other inputs	163,000	181,000	98,000
Spare parts	329,000	346,000	345,000
Total inventory	$ 2,190,000	$ 3,198,000	$ 2,464,000

No lower of cost or market adjustment was recorded for the year ended December 31, 2008. In the year ended December 31, 2009, and the three months ended March 31, 2009 and 2010 (unaudited), respectively, the Company recorded $73,000, $224,000, and $111,000 of lower of cost or market adjustments. These charges are reported in the cost of goods sold in the combined statements of operations.

Included in the cost of labor and manufacturing overhead included in the cost of ethanol inventory is depreciation expense of $1,892,000, $1,525,000, and $355,000 for the years ended December 31, 2008 and 2009 and for the three months ended March 31, 2010 (unaudited), respectively .

4. Line of Credit and Long-term Debt

The Company has a $2,000,000 revolving line of credit payable to Heartland Business Bank originally due July 28, 2010. The line of credit has been extended until the contemplated acquisition of the Company by Gevo described in Note 9 is consummated. The Line bears interest at the prime rate and cannot be less than 5.00% (5.00% at December 31, 2008) and is payable monthly. The line of credit is subject to a borrowing base of eligible accounts receivable that is less than 60 days and 50% of eligible inventory not including work in progress. There was no balance outstanding at December 31, 2008 or 2009 or March 31, 2010 (unaudited).

Long-term debt consisted of the following:

	December 31, 2008	December 31, 2009	March 31, 2010 (Unaudited)
Note payable to Heartland Business Bank, interest at prime plus 0.25% (5% at March 31, 2010) and monthly payments of principal and interest of $33,000 beginning April 1, 2009, maturing February 27, 2019.(A)(B)	$ 3,100,000	$ 2,918,000	$ 2,856,000
Less current maturities	(196,000)	(255,000)	(258,000)
	$ 2,904,000	$ 2,663,000	$ 2,598,000

(A) The loan is secured by substantially all the assets and income of the Company. The loan agreement is subject to covenants requiring the Company to keep capital expenditures of less than $2,000,000 unless there is a waiver granted by Heartland Business Bank. During the year ended December 31, 2008, the Company had total capital expenditures which exceeded this amount for the year; the Company received a waiver from Heartland Business Bank to allow the additional capital expenditures. Additional covenants require the Company to maintain a specified minimum net worth, current ratio, debt service coverage ratio and debt to equity ratio. At March 31, 2010, the Company was in compliance with all the covenants. Upon consummation of the contemplated acquisition of the Company by Gevo as described in Note 9, the loan will be repaid in full.

(B) The loan is subject to an 80% Loan Guaranty by the United Stated Department of Agriculture. The guarantee required a fee of 2% upfront and requires a fee of .25% of the guaranteed amount of the loan annually.

The estimated maturities of long-term debt at March 31, 2010 (unaudited) are as follows:

2010	$	258,000
2011		271,000
2012		285,000
2013		299,000
Thereafter		1,743,000
Total	$	2,856,000

Interest expense for the years ended December 31, 2008 and 2009 was $53,000 and $145,000, respectively. Interest expense for the three months ended March 31, 2009 and 2010 (unaudited) was $31,000 and $36,000, respectively. The Company did not capitalize any interest payments for the years ended December 31, 2008 and 2009 or the three months ended March 31, 2009 and 2010 (unaudited) since it had no qualifying interest payments.

5. Employee Benefit Plan

The Company maintains a SIMPLE retirement plan for the employees who meet the eligibility requirements set forth in the plan documents. The Company matches a percentage of the employees' contributed earnings. Employer contributions to the plan totaled approximately $50,000 and $45,000 for the years ended December 31, 2008 and 2009, respectively. Employer contributions to the plan totaled approximately $12,000 and $11,000 for the three months ended March 31, 2009 and 2010 (unaudited), respectively.

6. Derivatives and Hedging

The Company's activities expose it to a variety of market risks, including the effects of changes in commodity prices and interest rates. These financial exposures are monitored and managed by the Company as an integral part of its overall risk-management program. The Company's risk management program focuses on the unpredictability of financial and commodities markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on its operating results.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)

(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

To reduce price risk caused by market fluctuations; the Company generally follows a policy of using exchange traded futures contracts to reduce its net position in merchandisable agricultural commodity inventories and forward cash purchase and sales contracts and uses exchange traded futures contract to reduce price risk. Exchange-traded futures contracts are valued at market price. Changes in market price are recorded in cost of goods sold. Forward contracts, in which delivery of the related commodity has not occurred, are valued at market price with changes in market price recorded in cost of goods sold.

The Company periodically enters into fixed price contracts, with members, to purchase corn and natural gas to lock in the price of these commodities. These contracts are considered to be derivative transactions and are valued at market price. The value of these contracts are recorded as derivative asset or derivative liability on the combined balance sheet and changes in the market value of the contracts are recorded in the combined income statements in cost of goods sold.

The Company derivatives do not include any credit risk related contingent features. For the exchange traded contracts, the Company maintains a margin deposit. At December 31, 2008 and 2009 and March 31, 2010 the Company recorded a margin deposit of $2,084,000, $33,000 and $82,000, respectively. The Company has not designated any of its derivatives as hedges for financial accounting purposes. The fair value of its derivatives, which are marked to market each period, as well as the location within its combined balance sheet, by major category, is summarized as follows:

	December 31,		March 31,
	2008	2009	2010
			(Unaudited)
Balance Sheet Line Item			
Derivative Assets Not Designated as Hedging Instruments			
Exchange traded commodity derivatives—unrealized gains on derivative instruments—current	$ —	$ —	$ 102,000
Derivative Liabilities Not Designated as Hedging Instruments			
Exchange traded commodity derivatives—unrealized losses on derivative instruments—current	$ (364,000)	$ (7,000)	$ —
Fixed price natural gas contacts—unrealized losses on derivative instruments—current	(557,000)		
Fixed price corn contacts—unrealized losses on derivative instruments—current	(2,643,000)	(449,000)	(600,000)

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

Changes in value of derivative instruments are recorded in the combined statements of operations. The following summarizes these amounts and the location within the combined statements of operations where such amounts are reflected:

	December 31,		March 31,	
	2008	2009	2009	2010
			(Unaudited)	
Statement of Operations Location				
Exchange traded commodity derivative—cost of goods sold	$ (682,000)	$ (356,000)	$ (383,000)	$ (110,000)
Fixed price corn derivative—cost of goods sold	$ 4,988,000	$ (2,195,000)	$ (707,000)	$ 151,000
Fixed price natural gas derivative—cost of goods sold	$ 498,000	$ (557,000)	$ 32,000	$ —

The following table represents our net long and short positions. All of these positions are expected to settle within the next year.

Year of Expiration	December 31, 2009 (Unaudited) Corn Net Short Position Bushels	March 31, 2010 (Unaudited) Corn Net Short Position Bushels
2010	656,000	783,000
2011	5,000	5,000

7. Commitments, Contingencies and Agreements

Ethanol Marketing Agreement—The Company had an agreement with ARE for the sale, marketing, transportation and other administrative services for all ethanol produced by the plant during all of 2008 as well as thru February, 2009. The contract was canceled when ARE failed to pay the Company for ethanol received in February 2009. All ethanol for 2008 and through March 3, 2009 was sold to ARE. All ethanol from March 4, 2009 through March 31, 2010 was sold to C & N Ethanol Marketing.

Distiller's Dried Grains With Solubles Sales—The Company has an agreement with Commodity Specialist Company to sell all DDGS, except for amounts sold to any customer within a 75-mile radius of the plant and any sale of "modified wet distiller's grain," regardless of location. The initial agreement commenced on September 19, 2002 and is renewed each year unless terminated by either party with at 120 days written notice. No DDGS were sold under this agreement during the year ended December 31, 2008 and 2009 and the three months ended March 31, 2009 and 2010 (unaudited).

State Incentive Program—The Company receives an incentive payment from the State of Minnesota based on the number of gallons produced during the first ten years of operation. The required time-frame for operation has been completed, however, the State of Minnesota continues to make payments due to prior year under funding. The Company recognizes income from these payments as they are received. Incentive income of $2,085,000 and $934,000 was recorded for the years ended December 31, 2008 and 2009, respectively. No incentive income was recorded for the three months ended March 31, 2009 and 2010 (unaudited), respectively.

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
(AS OF DECEMBER 31, 2008 AND 2009 AND FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009. INFORMATION AS OF MARCH 31, 2010 AND FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2010 IS UNAUDITED.)

8. Related-party Transactions

The Company purchases corn from members of the Cooperative. Purchases from members totaled approximately $22,354,000 and $18,671,000 for the years ended December 31, 2008 and 2009, respectively. Purchases from members totaled approximately $6,337,000 and $5,288,000 for the three months ended March 31, 2009 and 2010 (unaudited), respectively.

Accounts payable to members as of December 31, 2008 and 2009, March 31, 2010 (unaudited) totaled $2,079,000, $2,727,000, and $1,200,000, respectively.

The Company sells ethanol related products to members. Sales to members totaled approximately $1,684,000 and $1,694,000 for the years ended December 31, 2008 and 2009, respectively. Sales to members totaled approximately $261,000 and $445,000 for the three months ended March 31, 2009 and 2010 (unaudited), respectively. Accounts receivable from members for sales of ethanol related products as of December 31, 2008 and 2009, March 31, 2010 (unaudited), totaled $442,000, $179,000, and $74,000 respectively.

Management believes that transactions with related parties have been executed on a basis which would have been incurred if the Company had been operated as an unaffiliated entity.

The Company transfers funds within a group of related companies (Agri-Energy Limited Partnership, Agri-Energy, LLC, CORN-er Stone Farmers’ Cooperative, and CORN-er Stone Ethanol Management, Inc) in order to finance operations. These transfers are recorded as Due to Related Party in the combined balance sheets. The balances accrue no interest and the Company treats the balances as current liabilities since there is no defined repayment obligation and they can be called at any time. At December 31, 2008 and 2009, March 31, 2010 (unaudited) amounts due from the Company to CORN-er Stone Farmer’s Cooperative were $744,000, $1,739,000, and $1,739,000, respectively. At December 31, 2008 and 2009, March 31, 2010 (unaudited) amounts due from the Company to CORN-er Stone Ethanol Management, Inc were $135,000, $35,000, and $53,000, respectively.

9. Subsequent Events

Subsequent events have been evaluated through August 12, 2010, which is the date the financial statements were available to be issued.

In August 2010, CORN-er Stone Farmers’ Cooperative, a Minnesota cooperative association, entered into an acquisition agreement pursuant to which it has agreed to sell all of the membership interests of Agri-Energy, LLC, a Minnesota limited liability company, and certain assets of Agri-Energy Limited Partnership, a Minnesota limited partnership, referred to collectively as Agri-Energy. Upon and subject to the closing of the transactions contemplated by this acquisition agreement, Gevo Development, LLC will acquire ownership of Agri-Energy’s 22 million gallon per year ethanol production facility located in Luverne, Minnesota. Gevo Development, LLC has agreed to pay a purchase price of approximately $20.7 million. In addition, Gevo Development, LLC is acquiring and paying for $3.7 million in target working capital, subject to customary working capital adjustments. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provides for an aggregate of approximately $3.5 million to be placed into escrow as security for deficiencies in Agri-Energy's working capital and seller indemnification obligations. The acquisition agreement may be terminated at any time prior to the closing by mutual written consent of the parties or by either party in the event that (a) any law is enacted or deemed applicable that makes the contemplated transactions illegal, or if any governmental entity shall have taken any action to prohibit the consummation of the transactions and such action shall have become final and non-appealable, (b) the closing has not occurred by November 30, 2010 or (c) the other party has materially breached any of its representations, warranties or covenants under the acquisition agreement (subject to a 15 day cure period). The acquisition is expected to close in September 2010.

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Part II
Information not required in prospectus

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the fees and expenses, other than underwriting discounts and commissions, payable in connection with the registration of the common stock hereunder. All amounts are estimates except the SEC registration fee, the FINRA filing fee and The Nasdaq Global Market listing fee.

Securities and Exchange Commission registration fee	$ 10,695
FINRA filing fee	15,500
Nasdaq Global Market listing fee	25,000
Blue Sky fees and expenses	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous expenses	*
Total	*

** To be provided by amendment.*

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify its directors and officers from certain expenses in connection with legal proceedings and permits a corporation to include in its charter documents, and in agreements between the corporation and its directors and officers, provisions expanding the scope of indemnification beyond that specifically provided by this section.

The Registrant's amended and restated certificate of incorporation provides for the indemnification of directors to the fullest extent permissible under Delaware law.

The Registrant's amended and restated bylaws provide for the indemnification of officers, directors and third parties acting on the Registrant's behalf if such persons act in good faith and in a manner reasonably believed to be in and not opposed to the Registrant's best interest, and, with respect to any criminal action or proceeding, such indemnified party had no reason to believe his or her conduct was unlawful.

The Registrant has entered into indemnification agreements with each of its directors, and will enter into new indemnification agreements with each of its directors and executive officers before the completion of this offering, in addition to the indemnification provisions provided for in its charter documents. The Registrant intends to enter into indemnification agreements with any new directors and executive officers in the future.

The underwriting agreement (to be filed as Exhibit 1.1 hereto) will provide for indemnification by the underwriters of the Registrant, the Registrant's executive officers and directors, and indemnification of the underwriters by the Registrant for certain liabilities, including liabilities arising under the Securities Act of 1933, as amended, in connection with matters specifically provided in writing by the underwriters for inclusion in the registration statement.

Information not required in prospectus

The Registrant intends to purchase and maintain insurance on behalf of any person who is or was a director or officer against any loss arising from any claim asserted against him or her and incurred by him or her in that capacity, subject to certain exclusions and limits of the amount of coverage.

Our director Mr. Weiss is also insured by his employer against any loss arising from any claim asserted against him and incurred by him with regard to his service on the Registrant's board of directors.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

Since July 1, 2007, the Registrant has issued and sold the following unregistered securities:

1. In July 2007, the Registrant issued and sold 1,027,397 shares of Series B convertible preferred stock to Virgin Green Fund I, L.P. at a per share price of $2.92, for aggregate consideration of approximately $3.0 million. Upon completion of this offering, these shares of Series B convertible preferred stock will convert into 1,027,397 shares of the Registrant's common stock.
2. In January 2008, the Registrant issued and sold convertible promissory notes in the aggregate principal amount of $3.0 million to Khosla Ventures I, LP and Virgin Green Fund I, L.P. The notes accrued interest at a rate of 8% per annum and had a maturity date of December 31, 2008. In March 2008, the full principal amount of and accrued but unpaid interest on the notes was automatically converted into an aggregate of 555,346 shares of Series C convertible preferred stock at a conversion price of $5.48 per share.
3. In January 2008, the Registrant issued warrants to purchase an aggregate of up to 136,862 shares of its Series C convertible preferred stock at an exercise price of $5.48 per share to Khosla Ventures I, LP and Virgin Green Fund I, L.P. The warrants may be exercised at any time prior to the earlier of (a) the 10-year anniversaries of their issue dates and (b) five years after the completion of this offering.
4. In March 2008, the Registrant issued and sold 3,102,190 shares of Series C convertible preferred stock to venture capital funds and other investors at a per share price of $5.48, for aggregate consideration of approximately $17.0 million, including cancellation of the notes described in paragraph (2) above. Upon completion of this offering, these shares of Series C convertible preferred stock will convert into 3,102,190 shares of the Registrant's common stock.
5. In April 2008, the Registrant issued a warrant to purchase an aggregate of up to 27,372 shares of Series C convertible preferred stock to Lighthouse Capital Partners V, L.P. The warrant may be exercised at any time prior to the earlier of (a) the 10-year anniversary of its issue date and (b) three years after the completion of this offering.
6. In August 2008, the Registrant issued a warrant to purchase an aggregate of up to 59,307 shares of Series C convertible preferred stock to Lighthouse Capital Partners V, L.P. The warrant may be exercised at any time prior to the earlier of (a) the 10-year anniversary of its issue date and (b) three years after the completion of this offering.
7. Between April and August 2009, the Registrant issued and sold 4,616,483 shares of Series D convertible preferred stock to venture capital funds and other investors at a per share price of $7.04, for aggregate consideration of approximately $32.5 million. Upon completion of this offering, these shares of Series D convertible preferred stock will convert into 4,616,483 shares of the Registrant's common stock.

8. In July 2009, the Registrant issued a warrant to purchase an aggregate of up to 55,000 shares of Series D convertible preferred stock to Lighthouse Capital Partners V, L.P. The warrant may be exercised at any time prior to the earlier of (a) the 10-year anniversary of its issue date and (b) three years after the completion of this offering.
9. In September 2009, the Registrant issued a warrant to purchase an aggregate of up to 858,000 shares of its common stock to CDP Gevo, LLC. Subject to certain vesting conditions, the warrant may be exercised at any time prior to the earlier of (a) the seven-year anniversary of its issue date, (b) the 20th business day following the Registrant's termination of the Commercialization Agreement pursuant to Section 5.2(b) or Section 5.2(d) thereof or (c) an act of fraud by CDP, Michael A. Slaney or David N. Black.
10. Between March and May 2010, the Registrant issued and sold 1,902,087 shares of Series D-1 convertible preferred stock to venture capital funds and other investors at a per share price of $17.12, for aggregate consideration of approximately $32.56 million. Assuming an initial public offering price of $ per share (the mid-point of the price range set forth on the cover page of the Registrant's prospectus), these shares of Series D-1 convertible preferred stock will convert into shares of the Registrant's common stock upon completion of this offering.
11. Between July 1, 2007 and July 31, 2010, the Registrant granted stock options to purchase 2,423,337 shares of its common stock at exercise prices ranging from $0.49 to $10.07 per share to employees, consultants and directors of the Registrant. Between July 1, 2007 and July 31, 2010, the Registrant issued and sold an aggregate of 51,536 shares of its common stock to the Registrant's employees, consultants and directors at prices ranging from $0.17 to $2.70 per share pursuant to exercises of options.
12. Between July 1, 2007 and July 31, 2010, the Registrant granted 100,000 shares of restricted stock to its consultants under its 2006 omnibus securities and incentive plan.
13. In August 2010, the Registrant issued warrants to purchase an aggregate of 50,380 shares of Series D-1 convertible preferred stock (or shares of the Registrant's preferred stock sold in its next round of equity financing, if such shares are sold at a price per share less than $17.12, as adjusted) to TriplePoint Capital LLC. The warrants may be exercised until the later of (a) August 5, 2017 and (b) five years after the completion of this offering.

The issuance of securities described above in paragraphs (1) through (10) and paragraph (13) were exempt from registration under the Securities Act of 1933, as amended, in reliance on Section 4(2) of the Securities Act of 1933, as amended, or Regulation D or Regulation S promulgated thereunder, as transactions by an issuer not involving any public offering. The purchasers of the securities in these transactions represented that they were accredited investors and that they were acquiring the securities for investment only and not with a view toward the public sale or distribution thereof. Such purchasers received written disclosures that the securities had not been registered under the Securities Act of 1933, as amended, and that any resale must be made pursuant to a registration statement or an available exemption from registration. All purchasers either received adequate financial statement or non-financial statement information about the Registrant or had adequate access, through their relationship with the Registrant, to financial statement or non-financial statement information about the Registrant. The sale of these securities was made without general solicitation or advertising.

The issuance of securities described above in paragraphs (11) and (12) were exempt from registration under the Securities Act of 1933, as amended, in reliance on Rule 701 of the Securities Act of 1933, as amended, pursuant to compensatory benefit plans or agreements approved by the Registrant's board of directors.

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All certificates representing the securities issued in these transactions described in this Item 15 included appropriate legends setting forth that the securities had not been offered or sold pursuant to a registration statement and describing the applicable restrictions on transfer of the securities. There were no underwriters employed in connection with any of the transactions set forth in this Item 15.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

Exhibit No.	Description
1.1*	Form of Underwriting Agreement.
2.1*	Acquisition Agreement, by and among Gevo Development, LLC, Agri-Energy, LLC, Agri-Energy Limited Partnership, CORN-er Stone Ethanol Management, Inc. and CORN-er Stone Farmers' Cooperative, dated August 5, 2010.
2.2*	Equity Purchase Agreement, by and among, the Company, CDP Gevo, LLC, Gevo Development, LLC, Michael A. Slaney and David N. Black, dated August 5, 2010.
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect upon completion of the offering.
3.3	Amended and Restated Bylaws of the Registrant, as currently in effect.
3.4*	Form of Amended and Restated Bylaws of the Registrant, to be in effect upon completion of the offering.
4.1*	Form of the Registrant's Common Stock Certificate.
4.2	Fifth Amended and Restated Investors' Rights Agreement, dated March 26, 2010.
4.3†	Stock Issuance and Stockholder's Rights Agreement, by and between the Company and California Institute of Technology, dated July 12, 2005.
4.4†	Warrant to purchase shares of Common Stock issued to CDP Gevo, LLC, dated September 21, 2009.
4.5	Warrant to purchase shares of Series A-3 Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated December 18, 2006, as amended.
4.6	Warrant to purchase shares of Series A-4 Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 30, 2007.
4.7	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 5, 2008.
4.8	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated August 12, 2008.
4.9	Warrant to purchase shares of Preferred Stock issued to Khosla Ventures I, LP dated January 3, 2008.
4.10	Warrant to purchase shares of Preferred Stock, issued to Virgin Green Fund I, L.P., dated January 18, 2008.
4.11	Warrant to purchase shares of Series D Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated July 20, 2009.

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Information not required in prospectus

Exhibit No.	Description
4.12*	Plain English Warrant Agreement No. 0647-W-01, by and between the Company and TriplePoint Capital LLC, dated August 5, 2010.
4.13*	Plain English Warrant Agreement No. 0647-W-02, by and between the Company and TriplePoint Capital LLC, dated August 5, 2010.
5.1*	Opinion of Paul, Hastings, Janofsky & Walker LLP.
10.1	Loan and Security Agreement, by and between the Company and Lighthouse Capital Partners V, L.P., dated December 18, 2006, as amended.
10.2†	Commercialization Agreement, by and between the Company and ICM, Inc., dated October 16, 2008.
10.3†	Development Agreement, by and between the Company and ICM, Inc., dated October 16, 2008.
10.4†	License Agreement, by and between the Company and Cargill Incorporated, effective February 19, 2009.
10.5†	Exclusive License Agreement, by and between the Company and The Regents of the University of California, dated September 6, 2007, as amended.
10.6†	License Agreement by and between the Company and the California Institute of Technology, dated July 12, 2005, as amended.
10.7†	Sublease, by and between the Company and Luzenac America, Inc., dated November 28, 2007.
10.8†	First Amended and Restated Limited Liability Company Agreement of Gevo Development, LLC, dated August 5, 2010.
10.9†	Commercialization Agreement, by and among the Company, CDP Gevo, LLC and Gevo Development, LLC, dated September 21, 2009.
10.10†	Guaranty Agreement, by the Company in favor of CDP Gevo, LLC, dated September 21, 2009.
10.11	2006 Omnibus Securities and Incentive Plan.
10.12	Form of Restricted Stock Award Agreement under the 2006 Omnibus Securities and Incentive Plan.
10.13	Form of Stock Option Agreement under the 2006 Omnibus Securities and Incentive Plan.
10.14†	Employment Agreement, by and between the Company and Patrick Gruber, dated June 4, 2010.
10.15†	Employment Agreement, by and between the Company and Mark Smith, dated June 4, 2010.
10.16†	Employment Agreement, by and between the Company and Christopher Ryan, dated June 4, 2010.
10.17†	Employment Agreement, by and between the Company and David Glassner, dated June 4, 2010.
10.18†	Employment Agreement, by and between the Company and Brett Lund, dated June 4, 2010.
10.19†	Employment Agreement, by and between the Company and Jack Huttner, dated August 10, 2010.
10.20†	Offer Letter, by and between the Company and Stacy Smith, dated June 7, 2010.

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Exhibit No.	Description
10.21†	Offer Letter, by and between the Company and Bruce Smith, dated June 14, 2010.
10.22	Offer Letter, by and between the Company and Carlos A. Cabrera, dated June 14, 2010.
10.23*	Plain English Growth Capital Loan and Security Agreement, by and between the Company and TriplePoint Capital LLC, dated August 5, 2010.
10.24*	Plain English Growth Capital Loan and Security Agreement, by and between Gevo Development, LLC and TriplePoint Capital, LLC, dated August 5, 2010.
21.1	List of Subsidiaries.
23.1	Consent of Deloitte & Touche, LLP.
23.2	Consent of Deloitte & Touche, LLP.
23.3*	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1).
24.1	Power of Attorney (contained on signature page).

* To be filed by amendment.

† Certain portions have been omitted pursuant to a confidential treatment request. Omitted information has been filed separately with the SEC.

(b) Financial Statement Schedules

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

ITEM 17. UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, as amended, and will be governed by the final adjudication of such issue.

The Registrant hereby undertakes that:

(a) The Registrant will provide to the underwriters at the closing as specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) For purposes of determining any liability under the Securities Act of 1933, as amended, the information omitted from a form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933, as amended, shall be deemed to be part of this registration statement as of the time it was declared effective.

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(c) For the purpose of determining any liability under the Securities Act of 1933, as amended, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Englewood, State of Colorado, on the 12th day of August, 2010.

GEVO, INC.

By: /s/ PATRICK R. GRUBER
Patrick R. Gruber
Chief Executive Officer

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints Patrick Gruber and Mark Smith, and each of them, with full power of substitution and resubstitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act in his or her name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this Registration Statement, including any and all post-effective amendments and amendments thereto, and any registration statement relating to the same offering as this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated below.

Signature	Title	Date
/s/ PATRICK R. GRUBER **Patrick R. Gruber, Ph.D.**	Chief Executive Officer (Principal Executive Officer) and Director	August 12, 2010
/s/ MARK SMITH **Mark Smith**	Chief Financial Officer (Principal Financial and Accounting Officer)	August 12, 2010
/s/ SHAI WEISS **Shai Weiss**	Director	August 11, 2010
/s/ GANESH M. KISHORE **Ganesh M. Kishore, Ph.D.**	Director	August 11, 2010
/s/ VÉRONIQUE HERVOUET **Véronique Hervouet**	Director	August 10, 2010

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Information not required in prospectus

Signature	Title	Date
/s/ STACY J. SMITH **Stacy J. Smith**	Director	August 9, 2010
/s/ RON COMMANDER **Ron Commander, Ph.D.**	Director	August 11, 2010
/s/ BRUCE A. SMITH **Bruce A. Smith**	Director	August 11, 2010
/s/ CARLOS A. CABRERA **Carlos A. Cabrera**	Director	August 10, 2010

EXHIBIT INDEX

Exhibit No.	Description
1.1*	Form of Underwriting Agreement.
2.1*	Acquisition Agreement, by and among Gevo Development, LLC, Agri-Energy, LLC, Agri-Energy Limited Partnership, CORN-er Stone Ethanol Management, Inc. and CORN-er Stone Farmers' Cooperative, dated August 5, 2010.
2.2*	Equity Purchase Agreement, by and among, the Company, CDP Gevo, LLC, Gevo Development, LLC, Michael A. Slaney and David N. Black, dated August 5, 2010.
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect.
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23.2	Consent of Deloitte & Touche, LLP.
23.3*	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1).
24.1	Power of Attorney (contained on signature page).

* To be filed by amendment.

† Certain portions have been omitted pursuant to a confidential treatment request. Omitted information has been filed separately with the SEC.

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

GEVO, INC.

Gevo, Inc., a Delaware corporation, hereby certifies that:

1. The date of filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was June 9, 2005 under the name of Methanotech, Inc.

2. The Certificate of Incorporation of this corporation is hereby amended and restated to read as follows:

ARTICLE I: NAME

The name of the corporation is Gevo, Inc.

ARTICLE II: REGISTERED AGENT

The registered agent of the corporation in the State of Delaware is National Registered Agents, Inc., and its address is 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904.

ARTICLE III: PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV: AUTHORIZED SHARES

A. This corporation is authorized to issue two (2) classes of shares, designated “Common Stock” and “Preferred Stock”. The total number of shares which the corporation is authorized to issue is 45,246,000 shares, 30,000,000 shares of which shall be Common Stock, $0.01 par value per share, and 15,246,000 shares of which shall be Preferred Stock, $0.01 par value per share.

B. 1,000,000 of the authorized shares of Preferred Stock are hereby designated as “Series A-1 Preferred Stock”, 1,084,000 of the authorized shares of Preferred Stock are hereby designated as “Series A-2 Preferred Stock”, 930,000 of the authorized shares of Preferred Stock are hereby designated as “Series A-3 Preferred Stock”, 873,390 of the authorized shares of Preferred Stock are hereby designated as “Series A-4 Preferred Stock”, 1,027,397 of the authorized shares of Preferred Stock are hereby designated as “Series B Preferred Stock”, 3,323,278 of the authorized shares of Preferred Stock are hereby designated as “Series C Preferred Stock”, 4,671,483 of the authorized shares of Preferred Stock are hereby designated as “Series D Preferred Stock” and 2,336,452 of the authorized shares of Preferred Stock are hereby designated as “Series D-1 Preferred Stock.”

ARTICLE V: TERMS OF CLASSES AND SERIES

A. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock and the Common Stock are as follows:

1. **<u>Definitions</u>.** For purposes of this **Article V**, the following definitions apply:

(a) "***Acquiring Stockholder***" means any stockholder or stockholders of the Corporation that (i) merges or combines with the Corporation in a Merger or (ii) owns or controls a majority of another corporation that merges or combines with the Corporation in a Merger.

(b) "***Affiliate***" shall mean any entity controlling or under common control with the Corporation, which will include, but not necessarily be limited to, any entity of which a stockholder owns any of the voting equity interests (for as long as such stockholder owns 20% or more of the Corporation's voting capital stock); <u>provided</u>, <u>however</u>, that an entity shall not be deemed to be an Affiliate of the Corporation merely because a stockholder owns voting securities of that entity, if (i) the entity's voting equity securities are publicly traded, (ii) no affiliate of such stockholder serves on the Board of Directors or similar governing body of that entity, and (iii) the percentage of voting securities of the entity owned by such stockholder and its affiliates is less than twenty percent (20%).

(c) "***Asset Sale***" shall mean a sale, lease, conveyance, exclusive license, transfer or other disposition of all or substantially all of the assets or business of the Corporation, in a single transaction or a series of related transactions.

(d) "***Board***" shall mean the Board of Directors of the Corporation.

(e) "***Common Stock***" shall mean the Common Stock, $0.01 par value per share, of the Corporation.

(f) "***Common Stock Dividend***" shall mean a stock dividend declared and paid on all outstanding shares of Common Stock that is payable in shares of Common Stock.

(g) "***Common Stock Event***" shall mean (i) the issuance by the Corporation of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(h) "***Corporation***" shall mean Gevo, Inc., a Delaware corporation.

(i) "***Distribution***" shall mean the transfer of cash or property by the Corporation to one or more of its stockholders without consideration or for consideration consisting of the capital stock of the Corporation, whether by dividend, redemption, or otherwise; except (A) a dividend in shares of the Corporation's capital stock, or (B) a Permitted Repurchase (as defined below).

(j) "***Dividend Rate***" shall mean (i) $0.04 per annum for each outstanding share of the Series A-1 Preferred Stock, (ii) $0.0664 per annum for each outstanding share of the Series A-2 Preferred Stock, (iii) $0.14 per annum for each outstanding share of the Series A-3 Preferred Stock, (iv) $0.1864 per annum for each outstanding share of the Series A-4 Preferred Stock, (v)

$0.2336 per annum for each outstanding share of the Series B Preferred Stock, (vi) $0.4384 per annum for each outstanding share of the Series C Preferred Stock, (vii) $0.5632 per annum for each outstanding share of the Series D Preferred Stock and (viii) $1.3696 per annum for each outstanding share of the Series D-1 Preferred Stock (in each case as adjusted to reflect any Preferred Stock Event (as defined below) applicable to such series of Preferred Stock).

(k) "***IPO***" shall mean a firm commitment underwritten public offering of capital stock of the Corporation pursuant to an effective registration statement filed under the Securities Act of 1933, as amended.

(l) "***Merger***" shall mean any reorganization of the Corporation by means of consolidation, merger or similar transaction (or series of transactions), in which the Corporation is a constituent corporation or is a party with another entity, or the sale of the capital stock of the Corporation in a single transaction or series of related transactions, in each case under circumstances in which the holders of the Corporation's outstanding shares immediately before such transaction or series of related transactions (excluding an Acquiring Stockholder, as defined above) do not, immediately after such transaction or series of related transactions, retain stock representing a majority of the voting power (including securities held by an Acquiring Stockholder) of the surviving corporation (or its parent corporation if the surviving corporation is wholly owned by the parent corporation) of such transaction or series of related transactions, on account of the shares of capital stock of the Corporation held by them immediately prior to such transaction or series of related transactions; provided, however, that a Merger shall not include (i) any consolidation or merger effected exclusively to change the domicile of the Corporation, or (ii) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof.

(m) "***Original Issue Date***" shall mean (i) with respect to the Series A-1 Preferred Stock, the date on which the first share of Series A-1 Preferred Stock is issued, (ii) with respect to the Series A-2 Preferred Stock, the date on which the first share of Series A-2 Preferred Stock is issued, (iii) with respect to the Series A-3 Preferred Stock, the date on which the first share of Series A-3 Preferred Stock is issued, (iv) with respect to the Series A-4 Preferred Stock, the date on which the first share of Series A-4 Preferred Stock is issued, (v) with respect to the Series B Preferred Stock, the date on which the first share of the Series B Preferred Stock is issued, (vi) with respect to the Series C Preferred Stock, the date on which the first share of Series C Preferred Stock is issued, (vii) with respect to the Series D Preferred Stock, the date on which the first share of Series D Preferred Stock is issued and (viii) with respect to the Series D-1 Preferred Stock, the date on which the first share of Series D-1 Preferred Stock is issued.

(n) "***Original Issue Price***" shall mean $0.50 per share for the Series A-1 Preferred Stock, $0.83 per share for the Series A-2 Preferred Stock, $1.75 per share for the Series A-3 Preferred Stock, $2.33 per share for the Series A-4 Preferred Stock, $2.92 per share for the Series B Preferred Stock, $5.48 per share for the Series C Preferred Stock, $7.04 per share for the Series D Preferred Stock, and $17.12 per share for the Series D-1 Preferred Stock (in each case as adjusted to the extent necessary to reflect any Preferred Stock Event (as defined below) applicable to such series of Preferred Stock).

(o) "***Permitted Repurchases***" shall mean the repurchase by the Corporation of shares of Common Stock held by employees, officers, directors, consultants, independent contractors, advisors, or other persons performing services for the Corporation or a subsidiary of the Corporation that are subject to restricted stock purchase agreements or stock option exercise agreements under which the Corporation has the option to repurchase such shares: (i) for a purchase price no greater than cost, if unvested, or for a purchase price no greater than fair market value, if vested, upon the occurrence of certain events, such as the termination of employment or services; or (ii) at any price pursuant to the Corporation's exercise of a right of first refusal to repurchase such shares.

(p) "***Preferred Stock***" shall mean the Series A-1 Preferred Stock, the Series A-2 Preferred Stock, the Series A-3 Preferred Stock, the Series A-4 Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock and the Series D-1 Preferred Stock, collectively.

(q) "***Preferred Stock Event***" shall mean, as to each series of Preferred Stock, any of the following events occurring after the Original Issue Date for such series: (A) the issuance by the Corporation of additional shares of such series of Preferred Stock as a dividend or other distribution on the outstanding shares of such series of Preferred Stock, (B) a subdivision of the outstanding shares of such series of Preferred Stock into a greater number of shares of such series of Preferred Stock, (C) a combination of the outstanding shares of such series of Preferred Stock into a smaller number of shares of such series of Preferred Stock, and (D) the conversion or exchange of the outstanding shares of such series of Preferred Stock into a different number of shares of some other class or classes of stock whether by recapitalization, reclassification or otherwise; provided, however, that in no event shall a Preferred Stock Event be deemed to include any liquidation, dissolution or winding up of the Corporation provided for in **Section 3** or any conversion or other adjustment event described in **Section 5**.

(r) "***Qualified Financing***" shall mean the first issuance of Common Stock or a new series of convertible preferred stock of the Corporation to venture capital or institutional investors for capital-raising purposes after the date of filing of this Amended and Restated Certificate of Incorporation. For the avoidance of doubt, the sale of shares of Series D-1 Preferred Stock pursuant to the terms of that certain Series D-1 Preferred Stock Purchase Agreement, dated March 26, 2010, by and among the Corporation and the Investors named therein shall not constitute a Qualified Financing.

(s) "***Qualifying IPO***" shall mean an IPO in which the aggregate public offering price (before deduction of underwriters' discounts and commissions) equals or exceeds $50,000,000 and the public offering price per share equals or exceeds $15.00 per share (as adjusted to the extent necessary to reflect any Common Stock Event).

(t) "***Series A-1 Preferred Stock***" shall mean the Series A-1 Preferred Stock, $0.01 par value per share, of the Corporation.

(u) "***Series A-2 Preferred Stock***" shall mean the Series A-2 Preferred Stock, $0.01 par value per share, of the Corporation.

(v) "***Series A-3 Preferred Stock***" shall mean the Series A-3 Preferred Stock, $0.01 par value per share, of the Corporation.

(w) “***Series A-4 Preferred Stock***” shall mean the Series A-4 Preferred Stock, $0.01 par value per share, of the Corporation.

(x) “***Series A Preferred Stock***” shall mean the Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, and Series A-4 Preferred Stock, collectively.

(y) “***Series B Preferred Stock***” shall mean the Series B Preferred Stock, $0.01 par value per share, of the Corporation.

(z) “***Series C Preferred Stock***” shall mean the Series C Preferred Stock, $0.01 par value per share, of the Corporation.

(aa) “***Series D Preferred Stock***” shall mean the Series D Preferred Stock, $0.01 par value per share, of the Corporation.

(bb) “***Series D-1 Preferred Stock***” shall mean the Series D-1 Preferred Stock, $0.01 par value per share, of the Corporation.

(cc) “***Significant Subsidiary***” shall mean any subsidiary of the Corporation that represents twenty percent (20%) or more of the Corporation’s assets (measured at fair market value) or revenues.

(dd) “***Significant Subsidiary Divestment***” shall mean (i) a sale, exclusive license, transfer or other disposition of all or substantially all of the assets of a Significant Subsidiary, or (ii) a sale, consolidation, merger, or similar transaction (or series of transactions) of a Significant Subsidiary, in which, immediately after such transaction or series of transactions, the Corporation does not retain stock representing a majority of the voting power of such Significant Subsidiary immediately after such transaction or series of transactions.

(ee) “***Subsidiary***” shall mean any corporation of which at least fifty percent (50%) of the outstanding voting stock is at the time owned directly or indirectly by the Corporation or by one or more of such subsidiary corporations.

2. **Dividend Rights**.

2.1 **Preferred Stock Preference**. In each calendar year, the holders of the then outstanding Preferred Stock shall be entitled to receive, when, as and if declared by the Board, out of any funds and assets of the Corporation legally available therefor, non-cumulative cash dividends at the Dividend Rate for each series of Preferred Stock, prior and in preference to the payment of any dividends or other Distribution on the Common Stock in such calendar year (other than a Common Stock Dividend). Any such dividends shall be paid pro rata, on an equal priority and *pari passu* basis among the holders of Preferred Stock. So long as any shares of Preferred Stock are outstanding, no dividends (other than a Common Stock Dividend) shall be paid, and no Distribution shall be made, with respect to the Common Stock during any calendar year unless dividends on the Preferred Stock, in an amount equal to the Dividend Rate for each series thereof, shall have first been paid or declared and set apart for payment to the holders of the Preferred Stock during that calendar year; provided, however, that this restriction shall not apply to Permitted Repurchases. Dividends on the Preferred Stock shall not be mandatory or cumulative, and no rights or interest shall accrue to the holders of Preferred Stock by reason of the fact that the Corporation shall fail to declare dividends on the Preferred Stock in the amount of the Dividend

Rate for each series thereof, or in any other amount in any calendar year or any fiscal year of the Corporation, whether or not the earnings of the Corporation in any calendar year or fiscal year were sufficient to pay such dividends in whole or in part.

2.2 **Participation Rights**. If, after dividends in the full preferential amounts specified in this **Section 2** for the Preferred Stock have been paid or declared and set apart in any calendar year of the Corporation, the Board shall declare additional dividends out of funds legally available therefor in that calendar year, then such additional dividends shall be declared pro rata on the Common Stock and the Preferred Stock on a *pari passu* basis according to the number of shares of Common Stock held by such holders (where holders of Preferred Stock shall be deemed to hold the greatest whole number of shares of Common Stock then issuable upon conversion of such shares of Preferred Stock pursuant to **Section 5** hereof).

2.3 **Non-Cash Dividends**. Whenever a dividend or Distribution provided for in this **Section 2** shall be payable in property other than cash, the value of such dividend or Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board.

2.4 **Payment on Conversion**. If the Corporation shall have declared and not paid dividends with respect to any Preferred Stock, then immediately prior to, and upon a conversion of any of the Preferred Stock as provided in **Section 5**, the Corporation shall, subject to the legal availability of funds and assets therefor and subject to any liquidation preference rights which may have been previously invoked under **Section 3** hereof, pay in cash to the holders of the shares of Preferred Stock being converted the full amount of any dividends declared and unpaid on such shares.

3. **Liquidation Rights**. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets that may be legally distributed to the Corporation's stockholders (or, in the case of a transaction deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to **Section 3.3**, the consideration received in such transaction) (the "***Available Funds and Assets***") shall be distributed to stockholders in the following manner:

3.1 **Liquidation Preferences**. The holders of shares of Preferred Stock then outstanding shall be entitled to be paid, on a *pari passu* basis, out of the Available Funds and Assets, and prior and in preference to any payment or Distribution (or any setting apart of any payment or Distribution) of any Available Funds and Assets on any shares of Common Stock, an amount per share equal to the Original Issue Price for each such series of Preferred Stock, respectively, plus all declared but unpaid dividends thereon. If upon any liquidation, dissolution or winding up of the Corporation the Available Funds and Assets shall be insufficient to permit the payment to holders of the Preferred Stock of their full preferential amounts described in this subsection, then all the Available Funds and Assets shall be distributed among the holders of the then outstanding Preferred Stock pro rata, on an equal priority, *pari passu* basis, according to their respective liquidation preferences as set forth herein.

3.2 **Remaining Assets**. If there are any Available Funds and Assets remaining after the payment or Distribution (or the setting aside for payment or Distribution) to the holders of the Preferred Stock of their full preferential amounts described in **Section 3.1**, then all such remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Common Stock pro rata according to the number of shares of Common Stock held by each holder thereof.

3.3 **<u>Deemed Liquidation Events</u>**. The occurrence of either a Merger or an Asset Sale shall be deemed to be a "liquidation, dissolution or winding up" of the Corporation (as those terms are used in this **Section 3**), unless such treatment is waived in writing by the holders of more than sixty-five percent (65%) of the Preferred Stock then outstanding, voting together as a single class on an as-converted basis; <u>provided</u>, <u>however</u>, that the occurrence of either a Merger or an Asset Sale within one year following the Original Issue Date of the Series D Preferred Stock in which holders of Series D Preferred Stock are to receive aggregate proceeds in an amount per share equal to or less than the Original Issue Price per share of such Series D Preferred Stock shall not be deemed to be a "liquidation, dissolution or winding up" of the Corporation (as those terms are used in this **Section 3**) unless such treatment is approved in writing by holders of a majority of the Series D Preferred Stock then held by all holders of Series D Preferred Stock (excluding any such holders who then also hold shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock).

3.4 **<u>Non-Cash Consideration</u>**. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined by the Board in good faith, <u>except</u> <u>that</u> any securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(a) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(i) unless otherwise specified in a definitive agreement for the acquisition of the Corporation, if the securities are then traded on a national securities exchange or similar national quotation system, then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) calendar day period ending three (3) trading days prior to the distribution; and

(ii) if (i) above does not apply but the securities are actively traded over-the-counter, then, unless otherwise specified in a definitive agreement for the acquisition of the Corporation, the value shall be deemed to be the average of the closing prices of the securities over the thirty (30) calendar day period ending three (3) trading days prior to the distribution; and

(iii) if there is no active public market for such securities as described in clauses (i) or (ii) above, then the value shall be the fair market value thereof, as determined in good faith by the Board.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in subparagraphs (a)(i), (ii) or (iii) of this **Section 3.4** to reflect the approximate fair market value thereof, as determined in good faith by the Board.

3.5 **<u>Deemed Conversion</u>**. Upon the occurrence of any liquidation, dissolution or winding up of the Corporation (including a Merger or Asset Sale), with respect to any outstanding shares of Preferred Stock, each holder of Preferred Stock shall be entitled to receive the greater of (a) the amounts specified in **Section 3.1** above in respect of such shares, or (b) the amount such holder would have received had such shares of Preferred Stock been converted into Common Stock immediately prior to such liquidation, dissolution, or winding up, at the then-applicable Conversion Price (as defined below) for such shares of Preferred Stock; provided, however, that to the extent any holder of Preferred Stock receives payment pursuant to clause (b) of this **Section 3.5**, such payment shall be made *pari passu* with (and not in preference to) the other holders of Common Stock.

4. **Voting Rights**.

4.1 **Common Stock**. Each holder of shares of Common Stock shall be entitled to one (1) vote for each share thereof held.

4.2 **Preferred Stock**. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which such shares of Preferred Stock could be converted pursuant to the provisions of **Section 5** below on the record date for the determination of the stockholders entitled to vote on such matter(s) or, if no such record date is established, the date such vote is taken or any written consent of stockholders is solicited.

4.3 **General**. Subject to the other provisions of this Amended and Restated Certificate of Incorporation, each holder of Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation (as amended, restated, or otherwise modified from time to time, the "***Bylaws***") in effect at the time in question and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except with respect to the election of the Common Stock Directors (as defined in **Section 4.5**) and as may be otherwise provided by applicable law. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

4.4 **Changes to Authorized Common Stock**. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the capital stock of the Corporation entitled to vote thereon (voting together as a single class on an as-if-converted basis), and the holders of Common Stock shall not have any separate class vote with respect thereto, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

4.5 **Board of Directors**.

(a) Size of the Board. The authorized number of directors of the Board shall be not less than four (4) nor more than eight (8). As of the date of filing of this Amended and Restated Certificate of Incorporation, the authorized number of directors shall be eight (8), until changed by a proper resolution duly adopted by the Board. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

(b) Vote by Ballot. Election of directors need not be by written ballot unless the Bylaws shall so provide.

(c) Election and Removal of Directors.

(i) Election. The holders of the Series A Preferred Stock, voting together as a single class on an as-converted basis, shall be entitled to elect one director of the Corporation (the "***Series A Preferred Stock Director***"). The holders of the Series B Preferred Stock, voting as a separate class, shall be entitled to elect one director of the Corporation (the "***Series B Preferred Stock Director***"). The holders of the Series C Preferred Stock, voting as a separate class, shall be entitled to elect one director (the "***Series C Preferred Stock Director***"). The holders of the Series D Preferred Stock, voting as a separate class, shall be entitled to elect one director (the "***Series D Preferred Stock Director***"). The holders of the Series D-1 Preferred Stock, voting as a separate class, shall be entitled to elect one director (the ***"Series D-1 Preferred Stock Director"*** and, collectively with the Series A Preferred Stock Director, the Series B Preferred Stock Director, the Series C Preferred Stock Director, and the Series D Preferred Stock Director, the "***Preferred Stock Directors***"). The holders of the Common Stock, voting as a separate class, shall be entitled to elect two directors of the Corporation (the "***Common Stock Directors***"). The remaining director shall be elected by the holders of the Common Stock and the Preferred Stock, voting together as a single class on an as-converted basis.

(ii) Quorum; Required Vote.

(A) Quorum. At any meeting held for the sole purpose of electing directors, the presence in person or by proxy of the holders of a majority of the shares of the Preferred Stock (on an as-converted basis) or Common Stock then outstanding, respectively, shall constitute a quorum for the election of directors to be elected solely by the holders of the Preferred Stock or Common Stock, respectively, and the presence in person or by proxy of the holders of a majority of all outstanding shares (on an as-converted basis) shall constitute a quorum for the election of any directors elected by the holders of Common Stock and Preferred Stock, voting together as a class.

(B) Required Vote. With respect to the election of any director or directors by the holders of the outstanding shares of a specified series, class, or classes of stock given the right to elect such director or directors pursuant to **Section 4.5(c)(i)** above (the "***Specified Stock***"), those candidates shall be elected who either: (1) in the case of any such vote conducted at a meeting of the holders of such Specified Stock, receive the highest number of affirmative votes (counted, in the case of an election of the Preferred Stock Directors, on an as-converted to Common Stock basis) of the outstanding shares of such Specified Stock, up to the number of directors to be elected by such Specified Stock; or (2) in the case of any such vote taken by written consent without a meeting, are elected by the written consent of the holders of a majority of outstanding shares of such Specified Stock.

(iii) Vacancy. If there shall be any vacancy in the office of a director elected or to be elected by the holders of any Specified Stock, then a director to hold office for the unexpired term of such directorship may be elected by either: (A) the affirmative vote of a majority of the remaining directors (if any) in office that were so elected by the holders of such Specified Stock (or by the sole remaining director elected by the holders of such Specified Stock if there be but one), or (B) the required vote of holders of the shares of such Specified Stock specified in **Section 4.5(c)(ii)(B)** above that are entitled to elect such director.

(iv) Removal. Subject to Section 141(k) of the Delaware General Corporation Law, any director who shall have been elected to the Board by the holders of any Specified Stock, or by any director or directors elected by holders of any Specified Stock as provided in **Section 4.5(c)(iii)**, may be removed during his or her term of office, without cause, by, and only by, the affirmative vote of shares representing a majority of the voting power, on an as-converted basis, of all the outstanding shares of such Specified Stock entitled to vote, given either at a meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders without a meeting, and any vacancy created by such removal may be filled only in the manner provided in **Section 4.5(c)(iii)**.

(v) Termination. Notwithstanding anything in this **Section 4.5(c)** to the contrary, the provisions of this **Section 4.5(c)** shall cease to be of any further force or effect upon the earliest to occur of: (A) with respect to each of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, and Series D-1 Preferred Stock, the date on which the total number of outstanding shares of such series of Preferred Stock is less than 250,000 shares (in each case as adjusted to reflect any Preferred Stock Event applicable to such series of Preferred Stock), (B) a Merger, or (C) a Qualifying IPO. If the provisions of this **Section 4.5(c)** are terminated with respect to the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, or Series D-1 Preferred Stock then the Series A Preferred Stock Director, Series B Preferred Stock Director, Series C Preferred Stock Director, Series D Preferred Stock Director, or Series D-1 Preferred Stock Director (as applicable) shall be elected by the holders of the Common Stock and the Preferred Stock, voting together as a single class on an as-converted basis.

(vi) Committees. The Board shall establish such committees of the Board as it deems necessary or appropriate. The Series A Preferred Stock Director, Series B Preferred Stock Director, Series C Preferred Stock Director, Series D Preferred Stock Director and Series D-1 Preferred Stock Director shall have the right to serve on any such committee.

5. **Conversion Rights**. The outstanding shares of Preferred Stock shall be convertible into Common Stock as follows:

5.1 **Optional Conversion**.

(a) At the option of the holder thereof, each share of Preferred Stock shall be convertible, at any time after the date of issuance of such share, into fully paid and nonassessable shares of Common Stock as provided herein.

(b) Each holder of Preferred Stock who elects to convert the same into shares of Common Stock shall either surrender the certificate or certificates therefore (if any), duly endorsed at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock, or notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed, and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Preferred Stock being converted. Thereupon, and subject to the provisions of **Section 2.4** and **Section 5.11**, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled upon such conversion and a certificate for the remaining number of shares of Preferred Stock if less than all Preferred Stock evidenced by the certificate were surrendered. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the shares of Preferred Stock to be converted or if the shares are uncertificated, the date of delivery of the notice of conversion, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date. If a conversion election under this **Section 5.1** is made in connection with an IPO (which is not a Qualifying IPO), the conversion may, at the option of the holder tendering shares of Preferred Stock for conversion, be conditioned upon the closing of the IPO, in which event the holders making such elections who are entitled to receive Common Stock upon conversion of their Preferred Stock shall not be deemed to have converted such shares of Preferred Stock until immediately prior to the closing of the IPO.

5.2 **Automatic Conversion**.

(a) Each share of Preferred Stock shall automatically be converted into fully paid and nonassessable shares of Common Stock, as provided herein (i) immediately prior to the closing of a Qualifying IPO but after reflecting any adjustment to the Conversion Price of such Preferred Stock required by any other provision of this **Article V**, including, without limitation, **Section 5.9** below; or (ii) at any time, upon approval of the holders of more than sixty-five percent (65%) of the then-outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis.

(b) Upon the occurrence of any event specified in **Section 5.2(a)** above, the outstanding shares of Preferred Stock shall be converted into Common Stock automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock. Thereupon, and subject to the provisions of **Section 2.4** and **Section 5.11**, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of

Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

5.3 **<u>Conversion Price</u>**. Each share of Preferred Stock shall be convertible in accordance with **Section 5.1** or **Section 5.2** above into the number of shares of Common Stock which results from dividing the Original Issue Price for such series of Preferred Stock by the conversion price for such series of Preferred Stock that is in effect at the time of conversion (the "***Conversion Price***"). The initial Conversion Price for each such series of Preferred Stock shall be the Original Issue Price for such series of Preferred Stock. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as provided below. Following each adjustment of the Conversion Price, such adjusted Conversion Price shall remain in effect until a further adjustment of such Conversion Price hereunder.

5.4 **<u>Adjustment Upon Common Stock Event</u>**. Upon the happening of a Common Stock Event after the Original Issue Date of a series of Preferred Stock, the Conversion Price of such series of Preferred Stock shall, simultaneously with the happening of such Common Stock Event, be adjusted by multiplying the Conversion Price of such series of Preferred Stock in effect immediately prior to such Common Stock Event by a fraction, (a) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such Common Stock Event, and (b) the denominator of which shall be the number of shares of Common Stock issued and outstanding immediately after such Common Stock Event, and the product so obtained shall thereafter be the Conversion Price for such series of Preferred Stock. The Conversion Price for a series of Preferred Stock shall be readjusted in the same manner upon the happening of each subsequent Common Stock Event.

5.5 **<u>Adjustments for Other Dividends and Distributions</u>**. If at any time or from time to time after the Original Issue Date of a series of Preferred Stock, the Corporation pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Corporation, other than an event constituting a Common Stock Event, then in each such event provision shall be made so that the holders of such series of Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this **Section 5** with respect to the rights of the holders of such series of Preferred Stock or with respect to such other securities by their terms.

5.6 **<u>Adjustment for Reclassification, Exchange and Substitution</u>**. If at any time or from time to time after the Original Issue Date of a series of Preferred Stock, the Common Stock issuable upon the conversion of such Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (<u>other</u> <u>than</u> by a Common Stock Event or as described in **Section 5.5** or **5.7**), then in any such event each holder of such Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

5.7 **<u>Reorganizations, Mergers and Consolidations</u>**. If at any time or from time to time after the Original Issue Date of a series of Preferred Stock, there is a reorganization of the Corporation (other than as described in **Sections 5.4**, **5.5**, and **5.6**) or a merger or consolidation of the Corporation with or into another corporation (except an event which is governed under **Section 3.3** and is not waived thereunder), then, as a part of such reorganization, merger or consolidation, provision shall be made so that the holders of such Preferred Stock shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such reorganization, merger or consolidation by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such reorganization, merger or consolidation, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this **Section 5** with respect to the rights of the holders of such Preferred Stock after the reorganization, merger or consolidation to the end that the provisions of this **Section 5** (including adjustment of the Conversion Price then in effect and number of shares issuable upon conversion of the Preferred Stock) shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable. This **Section 5.7** shall similarly apply to successive reorganizations, mergers and consolidations.

5.8 **<u>Sale of Shares Below Conversion Price</u>**.

(a) <u>Adjustment Formula</u>. If at any time or from time to time after the Original Issue Date of a series of Preferred Stock, the Corporation issues or sells, or is deemed by the provisions of this **Section 5.8** to have issued or sold, Additional Shares of Common Stock (as hereinafter defined), otherwise than in connection with events provided for in **Sections 5.4**, **5.5**, **5.6**, or **5.7**, for an Effective Price (as hereinafter defined) that is less than the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue or sale (or deemed issue or sale), then, and in each such case, the Conversion Price for such series of Preferred Stock shall be reduced, as of the close of business on the date of such issue or sale, to the price obtained by multiplying such Conversion Price by a fraction:

(i) The numerator of which shall be the sum of (A) the number of Common Stock Equivalents Outstanding (as hereinafter defined) immediately prior to such issue or sale of Additional Shares of Common Stock plus (B) the quotient obtained by dividing (1) the Aggregate Consideration Received (as hereinafter defined) by the Corporation for the total number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold) by (2) the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue or sale; and

(ii) The denominator of which shall be the sum of (A) the number of Common Stock Equivalents Outstanding immediately prior to such issue or sale plus (B) the number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold).

(b) Certain Definitions. For the purpose of making any adjustment required under this **Section 5.8**:

(i) ***"Additional Shares of Common Stock"*** shall mean all shares of Common Stock issued by the Corporation, or deemed issued as provided in **Section 5.8(c)** below, whether or not subsequently reacquired or retired by the Corporation, other than:

(A) shares of Common Stock issued or issuable upon conversion of shares of Preferred Stock;

(B) shares of Common Stock or Preferred Stock issued or issuable upon exercise of options or warrants outstanding as of the Original Issue Date of the Series D-1 Preferred Stock;

(C) shares of Common Stock or Preferred Stock issued upon a stock split, stock dividend or any subdivision of shares of Common Stock or Preferred Stock;

(D) shares of Common Stock or options or other rights to acquire shares of Common Stock issued or issuable to employees, officers, directors, contractors, consultants or advisers to the Corporation or any Subsidiary pursuant to equity incentive plans or arrangements that have been approved by the Board;

(E) shares of Common Stock issued (1) to strategic partners investing in connection with a commercial relationship with the Corporation, (2) in connection with joint development agreements or licensing transactions, or (3) in connection with equipment lease financings or commercial credit lines entered into primarily for non-equity financing purposes, in either case of (1), (2) or (3) which arrangements have been approved by the Board;

(F) shares of Common Stock or Preferred Stock issued pursuant to the acquisition of another corporation or entity by the Corporation by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Corporation acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or fifty percent (50%) or more of the voting power of such other corporation or entity or fifty percent (50%) or more of the equity ownership of such other entity; provided that such transaction or series of transactions has been approved by the holders of a majority of the outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis; provided, however, that if the shares of Common Stock or Preferred Stock issued by the Corporation pursuant to this subsection (F) exceed fifty percent (50%) of the voting power of the Corporation, such that the holders of the Corporation's outstanding shares immediately before such transaction or series of related transactions do not, immediately after such transaction or series of related transactions, retain stock representing a majority of the voting power of the surviving corporation (or its parent corporation if the surviving corporation is wholly owned by the parent corporation) of such transaction or series of related transactions, then such transaction or series of transactions must have been approved by the holders of at least sixty-five percent (65%) of the outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis;

(G) shares of Common Stock issued as part of an IPO, or shares of capital stock of the Corporation issued as part of a Qualified Financing;

(H) any shares of Common Stock or Preferred Stock (or options, or warrants or rights to acquire same), issued or issuable hereafter that are approved by the vote of the holders of at least sixty-five percent (65%) of the Preferred Stock, voting together as a single class on an as-converted basis, as being excluded from the definition of “Additional Shares of Common Stock” under this **Section 5.8(b)**; and

(I) shares of Series D-1 Preferred Stock issued pursuant to the terms of that certain Series D-1 Preferred Stock Purchase Agreement, dated March 26, 2010, by and among the Corporation and the Investors named therein.

(ii) The ***“Aggregate Consideration Received”*** by the Corporation for any issue or sale (or deemed issue or sale) of securities shall: (A) to the extent it consists of cash, be computed at the gross amount of cash received by the Corporation before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale and without deduction of any expenses payable by the Corporation; (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board; and (C) if Additional Shares of Common Stock, Convertible Securities or Rights or Options (each as hereinafter defined) to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or Rights or Options.

(iii) ***“Common Stock Equivalents Outstanding”*** shall mean the number of shares of Common Stock that is equal to the sum of (A) all shares of Common Stock that are outstanding at the time in question, plus (B) all shares of Common Stock issuable upon conversion of all shares of Preferred Stock or other Convertible Securities that are outstanding at the time in question, plus (C) all shares of Common Stock that are issuable upon the exercise of Rights or Options that are outstanding at the time in question (assuming the full conversion or exchange into Common Stock of all such Rights or Options that are Rights or Options to purchase or acquire Convertible Securities – for example, a warrant to purchase Preferred Stock).

(iv) ***“Convertible Securities”*** shall mean stock or other securities convertible into or exchangeable for shares of Common Stock.

(v) The ***“Effective Price”*** of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of

Common Stock issued or sold, or deemed to have been issued or sold, by the Corporation under this **Section 5.8**, into the Aggregate Consideration Received, or deemed to have been received, by the Corporation under this **Section 5.8**, for the issue of such Additional Shares of Common Stock.

(vi) ***"Rights or Options"*** shall mean warrants, options or other rights to purchase or acquire shares of Common Stock or Convertible Securities.

(c) Deemed Issuances. For the purpose of making any adjustment to the Conversion Price of any series of Preferred Stock required under this **Section 5.8**, if the Corporation issues or sells any Rights or Options or Convertible Securities and if the Effective Price of the shares of Common Stock issuable upon exercise of such Rights or Options and/or the conversion or exchange of Convertible Securities (computed without reference to any additional or similar protective or antidilution clauses) is less than the Conversion Price then in effect for such series of Preferred Stock, then the Corporation shall be deemed to have issued (each a "***Deemed Issuance***"), at the time of the issuance of such Rights or Options or Convertible Securities, that number of Additional Shares of Common Stock that is equal to the maximum number of shares of Common Stock issuable upon exercise or conversion of such Rights or Options or Convertible Securities upon their issuance and to have received, as the Aggregate Consideration Received for the issuance of such shares, an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such Rights or Options or Convertible Securities, plus, in the case of such Rights or Options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise in full of such Rights or Options, plus, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion or exchange thereof; provided that:

(i) if the minimum amounts of such consideration cannot be ascertained in such Deemed Issuance, but are a function of anti-dilution or similar protective clauses, then the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses;

(ii) if the minimum amount of consideration payable to the Corporation upon the exercise of Rights or Options or the conversion or exchange of Convertible Securities is reduced over time or upon the occurrence or non-occurrence of specified events other than by reason of antidilution or similar protective adjustments, then the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; and

(iii) if the minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of Convertible Securities is subsequently increased, then the Effective Price shall again be recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of such Convertible Securities.

No further adjustment of the applicable Conversion Price, adjusted upon the issuance of such Rights or Options or Convertible Securities, shall be made as a result of the actual issuance of shares of Common Stock on the exercise of any such Rights or Options or the conversion or exchange of any such Convertible Securities. If any such Rights or Options or the conversion rights represented by any such Convertible Securities shall expire without having been fully exercised, then the applicable Conversion Price as adjusted upon the issuance of such Rights or Options or Convertible Securities shall be readjusted to the Conversion Price which would have been in effect had an adjustment been made on the basis that the only shares of Common Stock so issued were the shares of Common Stock, if any, that were actually issued or sold on the exercise of such Rights or Options or rights of conversion or exchange of such Convertible Securities, and such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such Rights or Options, whether or not exercised, plus the consideration received for issuing or selling all such Convertible Securities actually converted or exchanged, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion or exchange of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Preferred Stock.

(d) Multiple Closings. In the event the Corporation shall issue Additional Shares of Common Stock as part of one transaction or a series of related transactions on more than one date, and such issuance would result in an adjustment to the Conversion Price of any series of Preferred Stock hereunder, then upon the final issuance pursuant to such transaction or series of related transactions, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance.

5.9 **Series D-1 Preferred Stock Adjustments**.

(a) In the event the Corporation shall close an IPO or a Qualified Financing on or prior to December 31, 2010, the Conversion Price of the Series D-1 Preferred Stock shall, immediately prior to and contingent upon the closing of the IPO or Qualified Financing, as applicable, be automatically adjusted to an amount equal to 75% of (i) in the case of an IPO, the final offering price per share set forth in the final prospectus filed with the Securities and Exchange Commission in connection with the IPO (the ***"Final Offering Price"***) or (ii) in the case of a Qualified Financing, the price per share paid by investors in the Qualified Financing (the ***"Financing Price"***).

(b) In the event the Corporation shall close an IPO or a Qualified Financing between January 1, 2011 and September 30, 2011, the Conversion Price of the Series D-1 Preferred Stock shall, immediately prior to and contingent upon the closing of the IPO or Qualified Financing, as applicable, be automatically adjusted to an amount equal to 60% of (i) in the case of an IPO, the Final Offering Price or (ii) in case of a Qualified Financing, the Financing Price.

(c) In the event the Corporation does not close an IPO or a Qualified Financing on or before September 30, 2011, the Conversion Price of the Series D-1 Preferred Stock shall, at 12:01 a.m. local time on October 1, 2011, be automatically adjusted such that two shares of Common Stock shall be issuable upon conversion of each share of Series D-1 Preferred Stock.

(d) In the event the Corporation shall consummate a Merger or Asset Sale on or before September 30, 2011, the Conversion Price of the Series D-1 Preferred Stock shall, immediately prior to and contingent upon the closing of the Merger or Asset Sale, be automatically adjusted such that 1.5 shares of Common Stock shall be issuable upon conversion of each share of Series D-1 Preferred Stock.

5.10 **Certificate of Adjustment**. In each case of an adjustment or readjustment of the Conversion Price for a series of Preferred Stock, the Corporation, at its expense, shall cause its Chief Financial Officer to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall send such certificate to each registered holder of such series of Preferred Stock in accordance with the notice provisions provided below.

5.11 **Fractional Shares**. No fractional shares of Common Stock shall be issued upon any conversion of Preferred Stock. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay the holder cash equal to the product of such fraction multiplied by the Common Stock's fair market value as determined in good faith by the Board as of the date of conversion.

5.12 **Reservation of Stock Issuable Upon Conversion**. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5.13 **Notices**.

(a) Any notice required by the provisions of this Amended and Restated Certificate of Incorporation to be given to the holders of shares of the Preferred Stock shall be deemed given upon the earlier of actual receipt or deposit in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, or delivery by a recognized express courier, fees prepaid, addressed to each holder of record at the address of such holder appearing on the books of the Corporation or delivered electronically as contemplated under **Article IX** hereof.

(b) In the event of (i) the declaration by the Board of a dividend or distribution on any capital stock of the Corporation, (ii) any Merger, Asset Sale, dissolution, liquidation or winding up of the Corporation, then, and in each such case, the Corporation will send to the holders of the Preferred Stock a notice specifying, as the case may be, (A) the record date for such dividend or distribution, and the amount and character of such dividend or distribution, or (B) the effective date on which such Merger, Asset Sale, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock and Preferred Stock shall be entitled to exchange their shares for securities or other property deliverable upon such Merger, Asset Sale, dissolution, liquidation or winding up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least twenty (20) days prior to the record date or effective date for the event specified in such notice (or such shorter period approved by the holders of more than sixty-five percent (65%) of the Preferred Stock then outstanding, voting together as a single class on an as-converted basis).

6. **Protective Provisions**.

6.1 **Preferred Stock Approval**. So long as at least 25% of the originally issued shares of Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation shall not, directly or indirectly, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation or otherwise, without the approval, by vote or written consent, of the holders of more than sixty-five percent (65%) of the Preferred Stock then outstanding, voting as a single class on an as-converted basis:

(a) create or authorize the creation of any debt security, other than in connection with any equipment leases or commercial debt lines or credit facilities approved by the Board;

(b) authorize or issue any capital stock (or issue any security convertible or exercisable into any capital stock) having rights, preferences or privileges senior to or on a parity with the Preferred Stock, or reclassify any outstanding security of the Corporation into a security having rights, preferences or privileges senior to or on a parity with the Preferred Stock;

(c) increase the total number of authorized shares of Preferred Stock or any series thereof;

(d) effect a Merger or an Asset Sale, or liquidate, dissolve or wind up the Corporation (or initiate proceedings to liquidate, dissolve or wind up);

(e) declare or pay any dividends on or declare or make any other Distribution, purchase or redemption (other than Permitted Repurchases), directly or indirectly, on account of any shares of Preferred Stock or Common Stock now or hereafter outstanding;

(f) sell, transfer, license, pledge, or encumber technology or intellectual property of the Corporation, other than licenses granted in the ordinary course of business approved by the Board;

(g) form any Subsidiary;

(h) approve the purchase, redemption or other acquisition of any capital stock of the Corporation, other than Permitted Repurchases; or

(i) amend or repeal any provision of the Corporation’s certificate of incorporation or bylaws.

6.2 **Series A Approval**. So long as 250,000 shares of Series A Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation and any Subsidiary shall not, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation or otherwise, without the approval, by vote or written consent, of the holders of a majority of Series A Preferred Stock then outstanding, voting as a separate series:

(a) effect any increase or decrease (other than pursuant to **Section 7.1**) in the number of authorized shares of any series of Series A Preferred Stock;

(b) alter or change the powers, privileges, or special rights of the Series A Preferred Stock so as to affect the holders thereof adversely, unless such change is also made to each other series of Preferred Stock; or

(c) effect (1) a Merger with or an Asset Sale to any Affiliate of the Corporation, or (2) a Significant Subsidiary Divestment in which the acquiror is an Affiliate of the Corporation (other than an Affiliate of which a majority of the voting equity is owned by the Corporation), where, in either case, the consideration per share of Series A Preferred Stock is less than four times the Original Issue Price of the Series A-4 Preferred Stock.

6.3 **Series B Approval**. So long as 250,000 shares of Series B Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation and any Subsidiary shall not, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation or otherwise, without the approval, by vote or written consent, of the holders of a majority of Series B Preferred Stock then outstanding, voting as a separate series:

(a) effect any increase or decrease (other than pursuant to **Section 7.1**) in the number of authorized shares of Series B Preferred Stock;

(b) alter or change the powers, privileges, or special rights of the Series B Preferred Stock so as to affect the holders thereof adversely, unless such change is also made to each other series of Preferred Stock; or

(c) effect (1) a Merger with or an Asset Sale to any Affiliate of the Corporation, or (2) a Significant Subsidiary Divestment in which the acquiror is an Affiliate of the Corporation (other than an Affiliate of which a majority of the voting equity is owned by the Corporation), where, in either case, the consideration per share of Series B Preferred Stock is less than four times the Original Issue Price of the Series B Preferred Stock.

6.4 **Series C Approval**. So long as at least 25% of the originally issued shares of Series C Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation shall not, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation, or otherwise, without the approval, by vote or written consent, of the holders of at least two-thirds (2/3) of the outstanding shares of Series C Preferred Stock, voting separately as a class, alter or change the powers, privileges, or special rights of the Series C Preferred Stock so as to affect the holders thereof adversely, unless such change is also made to each other series of Preferred Stock.

6.5 **Series D Approval**. So long as at least 25% of the originally issued shares of Series D Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation shall not, directly or indirectly, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation, or otherwise, without the approval, by vote or written consent, of the holders of more than seventy percent (70%) of the outstanding shares of Series D Preferred Stock, voting separately as a class, alter or change the powers, privileges, or special rights of the Series D Preferred Stock so as to affect the holders thereof adversely, unless such change is also made to each other series of Preferred Stock.

6.6 **Series D-1 Approval**. So long as at least 25% of the originally issued shares of Series D-1 Preferred Stock remain outstanding (as adjusted for stock splits, stock dividends, reclassification and the like), the Corporation shall not, directly or indirectly, by means of amendment of this Amended and Restated Certificate of Incorporation, merger, consolidation, or otherwise, without the approval, by vote or written consent, of the holders of more than seventy percent (70%) of the outstanding shares of Series D-1 Preferred Stock, voting separately as a class, alter or change the powers, privileges, or special rights of the Series D-1 Preferred Stock so as to affect the holders thereof adversely, unless such change is also made to each other series of Preferred Stock.

7. **Miscellaneous**.

7.1 **No Reissuance of Preferred Stock**. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

7.2 **Redemption.** The Preferred Stock is not redeemable.

7.3 **Preemptive Rights**. No stockholder of the Corporation shall have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and a stockholder.

7.4 **Adjustments for Stock Splits, Etc**. Except as otherwise required by law, wherever in **Article V** of this Amended and Restated Certificate of Incorporation there is a reference to a specific number of shares of Common Stock or Preferred Stock (including any particular series of Preferred Stock), then, upon the occurrence of any Common Stock Event or Preferred Stock Event, the specific number of shares so referenced in **Article V** of this Amended and Restated Certificate of Incorporation shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such Common Stock Event or Preferred Stock Event, as applicable.

ARTICLE VI: AMENDMENT OF BYLAWS

The Board shall have the power to adopt, amend or repeal the Bylaws.

ARTICLE VII: DIRECTOR LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Neither any amendment nor repeal of this **Article VII**, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this **Article VII**, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision with respect to events occurring prior to the date of such amendment or repeal.

The Corporation shall, except to the extent prohibited by provisions of the Delaware General Corporation Law that may not lawfully be waived, indemnify (fully or, if not possible, partially) each of its directors and officers, and persons who serve at its request as directors or officers of a subsidiary or other organization in which it owns an equity interest or of which it is a creditor, against all liabilities, costs, damages, expenses, settlement payments and attorneys' fees, imposed upon or reasonably incurred by such person in connection with any action, suit or other proceeding, civil or criminal (including investigations or audits), in which such person may be involved or with which such person may be threatened, while in office or thereafter, by reason of acts or omissions as a director or officer of the Corporation, unless such person did not act in good faith in the reasonable belief that such person's action was in or consistent with the best interest of the Corporation. It is the intent of these provisions to indemnify directors and officers to the fullest extent not specifically prohibited by provisions of law that may not permissibly be waived, including but not limited to indemnification against claims brought derivatively by stockholders, in the name of the Corporation. The Corporation shall pay for the legal fees (and other expenses) incurred by the director or officer in defending any such proceeding in advance of the final disposition of such proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if such person shall be adjudicated not to be entitled to indemnification under these provisions. The rights of indemnification hereby provided shall not be exclusive of or affect other rights to which any director or officer may be entitled by bylaw, contract or otherwise. As used in this paragraph, the terms "director" and "officer" includes heirs, executors and administrators of such persons. Any indemnification to which a person is entitled under these provisions shall be provided although the person to be indemnified is no longer a director or officer of the Corporation or of such other organization.

ARTICLE VIII: DIRECTORS AND CORPORATE OPPORTUNITIES

In the event that a director of the Corporation who is also a partner, director or employee of an entity that is a holder of Preferred Stock and that is in the business of investing and reinvesting in other entities, which for the avoidance of doubt, shall be deemed to include each holder of Series D Preferred Stock (each, a "***Fund***"), acquires knowledge of a potential transaction or matter in such person's capacity as a partner, director or employee of the Fund and that may be a corporate opportunity for both the Corporation and such Fund, such director shall to the fullest extent permitted by law have fully satisfied and fulfilled his fiduciary duty to the Corporation and its stockholders with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its affiliates, if such director acts in good faith in a manner consistent with the following policy:

A corporate opportunity offered to any person who is a director of the Corporation, and who is also a partner, director or employee of a Fund, shall belong to such

Fund, unless such opportunity was expressly offered to such person solely in his or her capacity as a director of the Corporation.

ARTICLE IX: ELECTRONIC NOTICES, RECORDS AND MEETINGS

No notice, demand, offer, request, circulation of information or other communication (hereafter referred to as "***Notices***") described in the following sentence shall be invalid merely because it is in electronic rather than tangible written form, given in a manner consistent with the Bylaws. The preceding sentence applies to any Notice (a) given by the Corporation to holders of capital stock, or options, warrants or rights to purchase capital stock, or securities convertible into or exchangeable for capital stock (all such stock, options, warrants, rights and convertible or exchangeable securities being referred to hereafter as "***Securities***"), (b) given to the Corporation by any holder of Securities issued by the Corporation, or (c) relating to the business and affairs of the Corporation or to Securities issued by the Corporation, and given to, from or between any of the Corporation, the directors of the Corporation or holders of the Corporation's Securities.

Notwithstanding the foregoing, to the extent required under the Delaware General Corporation Law, any such Notice by the Corporation to a holder of Securities shall not be effective unless the receipt of Notices in electronic form has been expressly consented to by the holder to whom the Notice is given. The Bylaws will prescribe rules regarding express or implicit consents to electronic Notices, and revocation of such consents. Any records maintained by the Corporation, including but not limited to its stock ledger, books of account and minute books, may be kept electronically or via other non-paper information storage device, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. Whenever the Corporation is required to furnish a stock ledger, stockholder list, or other books and records to a stockholder or director, the Corporation may furnish such records in electronic form, unless specifically requested to convert such records to paper form. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:
(a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

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3. This Amended and Restated Certificate of Incorporation has been duly approved by the Board.

4. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law by the Board and the stockholders of the Corporation.

IN WITNESS WHEREOF, said corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

Dated: May 4, 2010

Gevo, Inc.

By: /s/ Patrick Gruber
Patrick Gruber, CEO

Exhibit 3.3

METHANOTECH, INC.

AMENDED AND RESTATED BYLAWS

adopted by Unanimous Written Consent of the Board of Directors of Methanotech, effective as of July 15, 2005

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BYLAWS

OF

METHANOTECH, INC.
(hereinafter called the “Corporation”)
Adopted by Unanimous Written Consent of the Board of Directors as of
June 9, 2005

1. <u>MEETINGS OF STOCKHOLDERS</u>.

1.1 <u>Electronic Meetings</u>. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.2 <u>Physical Place of Meetings</u>. To the extent that the Board of Directors determines that it is convenient for a meeting of stockholders to be held at a specific physical place, or places, in addition to or instead of electronically, then meetings of the stockholders shall be held at such place or places, either within or outside the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

1.3 <u>Time of Meetings</u>. Meetings of the stockholders shall be held at such times as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof, subject to the requirement set forth in Section 1.4 regarding timing of election of directors.

1.4 <u>Election of Directors</u>. The Board of Directors shall schedule a date for either an action by written consent of stockholders to elect directors or an annual meeting of stockholders to elect directors, such action by consent or meeting to occur within 13 months after the latest to occur of the organization of the Corporation, its last annual meeting or the last action by written consent to elect directors in lieu of an annual meeting. In the case of an action by written consent to elect directors, if the consents received are not unanimous, all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action shall automatically be vacated and then filled by plurality vote according to the consents so received. Any other proper business may be transacted at an annual meeting or in a written consent in lieu of annual meeting. A failure to hold an annual meeting or to elect directors by written consent within the required time or to elect a sufficient number of directors to conduct the business of the Corporation shall not affect otherwise valid corporate acts or work a forfeiture or dissolution of the Corporation except as may be otherwise specifically required under the Delaware General Corporation Law.

1.5 Special Meetings. Special meetings of the stockholders may be called by the Board of Directors, the Chairman of the Board or the President.

1.6 Notice of Stockholder Meetings.

1.6.1 Advance Written Notice Required. Written (including electronic) notice of the place, if any, or, in the case of an electronic meeting, notice of the method of connection to the meeting, and notice of the date and hour of all stockholder meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation.

1.6.2 Electronic Transmission Authorized. Any such notice may be given by electronic transmission. Notwithstanding the foregoing, to the extent that it may be required under a provision of the Delaware General Corporation Law that may not permissibly be altered, any such electronic notice shall not be effective unless the receipt of notices in electronic form has been consented to by the stockholder to whom the notice is given. To the maximum extent permitted by the Delaware General Corporation Law, any of the following shall constitute implicit consent by a stockholder to receiving notices in electronic form: any electronic transmission by that stockholder to the Corporation; that stockholder's furnishing an email address to the Corporation; or that stockholder's furnishing a facsimile address to the Corporation. Any explicit or implicit consent to receipt of notices in electronic form shall be revocable only by written notice (electronic or otherwise) to the Corporation. To the extent required under the Delaware General Corporation Law, any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

1.6.3 Electronic Notices Considered Given. Notice given by electronic transmission shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice (including any such number furnished by such stockholder to the Corporation); (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice (including any such electronic mail address furnished by such stockholder to the Corporation); (3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

1.6.4 Changes to Delaware Law. To the extent that the Delaware General Corporation Law is amended after adoption of these bylaws to provide for additional convenient means of notices to stockholders, such additional means of notice shall be deemed authorized for this Corporation, without any necessity of amendment to these bylaws expressly to adopt such additional means of notice.

1.6.5 Notice by Other Means. The express authorization of electronic notices under Section 1.6.2 shall not limit the effectiveness of notices given in any other lawful manner. Any notice that is given in writing by overnight courier service or by U.S. mail, and addressed as set forth below, shall be deemed effectively given the earlier of (i) when actually received by the stockholder, or (ii) if delivered by overnight courier service, then on the date scheduled for delivery (either next day, second business day, or otherwise), and if by U.S. mail for delivery within the United States, then three business days after being deposited in the U.S. mail, First Class with postage prepaid, and if by U.S. mail for delivery outside the United States, then five business days after being deposited in the U.S. mail, airmail, with postage prepaid. A notice sent by overnight courier or U.S. mail must be addressed to a stockholder at the address appearing on the books of the Corporation for the holder of record.

1.7 Quorum; Adjournment. At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person, by authorized means of remote communication, or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or the Certificate of Incorporation. If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person, by authorized means of remote communication, or by proxy, may adjourn the meeting to another place (or means of remote communication), date, or time without notice other than announcement at the meeting, until a quorum shall be present or represented. When a meeting is adjourned to another place (or means of remote communication), date or time, written notice need not be given of the adjourned meeting if the place (or method of connection by remote communication), date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place (or method of connection by remote communication), date, and time of the adjourned meeting shall be given in conformity with these bylaws. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

1.8 Proxies. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy filed in accordance with the procedure established for the meeting. A stockholder may authorize another person or persons to act for such stockholder as proxy in any manner permitted under the Delaware General Corporation Law, including but not limited to written authorization signed in ink or by facsimile (of which either an original or a copy may be used as evidence); telegram, cablegram, or other means of electronic transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. The acceptable methods of authorizing proxies may be established by the Chairperson or Secretary of the meeting, subject to guidelines, if any, adopted by the Board of Directors, and may include, but shall not be limited to, including with the proxy verification information such as a Social Security number, birth date, or a personal identification number or control number established by the Corporation, or any other fact known only to the stockholder.

1.9 Voting. Each stockholder shall have one (1) vote for every share of stock entitled to vote which is registered in such stockholder's name on the record date for the meeting, except as otherwise provided herein or required by law or the Certificate of Incorporation. All voting, including on the election of directors, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or such stockholder's proxy, a vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting. Such requirement of a ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder. All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or any supermajority requirements set forth in the Certificate of Incorporation, all other matters shall be determined by a majority of the votes cast.

1.10 Stock List. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation may, but shall not be required, to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

1.11 Actions by Written Consent of Stockholders.

1.11.1 Action by Written Consent Permitted. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation by delivery to its principal place of business or to the Secretary of the Corporation. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation.

1.11.2 Electronic Consents; Copies. A signed and dated written consent, for purposes of these bylaws, shall include anything that qualifies as a signed and dated written consent under the Delaware General Corporation Law, including but not limited to a telegram, cablegram or other electronic transmission transmitted by a stockholder or proxy holder, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (A) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (B) the date on which such stockholder, proxy holder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. Consents given by telegram, cablegram or other electronic transmission need not be reproduced in paper form prior to delivery, and may be delivered to the Corporation by any means reasonably calculated to reach the Secretary of the Corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

1.11.3 Notice to Non-Consenting Stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders or members to take the action were delivered to the Corporation.

2. BOARD OF DIRECTORS.

2.1 Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

2.2 Number and Term of Office. The Board of Directors shall consist of one (1) or more members. The initial Board of Directors shall consist of two members, but the number of directors may be changed from time to time without amendment of these bylaws, by resolution duly adopted by the Board of Directors or the stockholders. Except for the filling of vacancies or filling seats on an expanded Board of Directors as provided in Section 2.3, directors elected by the stockholders shall be selected annually by (a) unanimous written consent of the stockholders, (b) an action by written consent, in connection with which all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action shall automatically be vacated and then filled by plurality vote according to the consents received by the Corporation, or (c) a plurality of the votes cast by stockholders of record at an annual meeting of stockholders. Each director so elected shall hold office until the next annual written consent electing directors or the next annual meeting and until his or her successor is duly elected and qualified, or until his or her earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

2.3 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director or by the stockholders entitled to vote in any consent solicitation or at any annual or special meeting held in accordance with Section 1, and the directors so chosen shall hold office until the next annual or special consent solicitation or meeting duly effected or called for that purpose and until their successors are duly elected and qualified, or until their earlier resignation or removal.

2.4 Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or outside of the State of Delaware. The Board of Directors may select and announce to all directors a regularly scheduled time and place for meetings (such as, for example, on the first Monday of each month at 9:00 a.m. at the Corporation’s principal offices), or specific times and places for a specific sequence of fixture meetings, and such meetings thereafter may be held at such times and at such places without further notice. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or a majority of the directors then in office. Notice of any special meeting stating the place, date and hour of the meeting shall be given to each director in any of the ways specified under Section 2.11 of these Bylaws, and the method of delivery shall be such that the time at which the notice is deemed given under Section 2.11 is not less than 48 hours prior to the time scheduled for the meeting; except that if the person calling the meeting deems it necessary or appropriate in the circumstances, such meeting may be called on shorter notice, provided that notice is given telephonically or in person. Meetings may be held at any time without notice if all the directors are present or if all those not present waive such notice in accordance with Section 6.4 of these Bylaws.

2.5 Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors; provided, however, that any director abstaining from a vote because of a conflict of interest shall be considered present for purposes of establishing a quorum, and shall be considered absent for purposes of determining whether a majority of the directors present have voted in favor of a resolution. If a quorum shall not be present at a meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

2.6 Actions of Board Without a Meeting. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.7 Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any Committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.7 shall constitute presence in person at the meeting.

2.8 Committees. The Board of Directors may, by resolution passed by a majority of the directors then in office, designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board of Directors may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent allowed by law and provided in the Bylaw or resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

2.9 Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

2.10 Removal. Unless otherwise restricted by the Certificate of Incorporation or Bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

2.11 Notices of Board Meetings. Notices of board meetings may be given by electronic transmission. Notice given by electronic transmission shall be deemed given: (1) if by facsimile telecommunication, when directed to a fax number furnished by the recipient to the corporation; (2) if by electronic mail, when directed to an electronic mail address furnished by the recipient to the corporation; (3) if by a posting on an electronic network together with separate notice to the recipient of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) by any other form of electronic transmission, when directed to the recipient. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein. The express authorization of electronic notices shall not limit the effectiveness of notices given in any other lawful manner. Any notice that is given in writing by overnight courier service or by U.S. mail, and addressed as set forth below, shall be deemed effectively given the earlier of (i) when actually received by the recipient, or (ii) if delivered by overnight courier service, then on the date scheduled for delivery (either next day, second business day, or otherwise), and if by U.S. mail for delivery within the United States, then three business days after being deposited in the U.S. mail, First Class with postage prepaid, and if by U.S. mail for delivery outside the United States, then five business days after being deposited in the U.S. mail, airmail, with postage prepaid. A notice sent by overnight courier or U.S. mail must be addressed to the address last furnished by the recipient to the corporation for notices.

3. OFFICERS.

3.1 Definition of Officer Positions and Duties. The Board of Directors may create or eliminate officer positions from time to time, with or without formal amendment of these bylaws. Such positions may include any of the following or any other position that the Board of Directors deems appropriate: Chairman of the Board; Chief Executive Officer; Chief Operating Officer; President; Chief Financial Officer; Vice President(s); Treasurer; and Secretary, Assistant Vice Presidents, Assistant Secretaries or Assistant Treasurers. The descriptions of the powers and duties of each position as set forth below are all subject to such expansion, contraction or elimination as the Board of Directors may determine to be appropriate. Any number of offices may be held by the same person.

3.2 Appointment; Term of Office. The Board of Directors shall appoint such officers as it deems appropriate. Each officer of the Corporation shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. In the absence of an express, contrary definition of the duties of an officer adopted by resolution of the Board of Directors, such officer shall have those duties described in these bylaws. Each officer of the Corporation shall hold office until such officer’s successor is elected and qualified or until such officer’s earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may at any time, with or without cause, remove any officer; in the case of the removal of the Chief Executive Officer, such action shall require the affirmative vote of a majority of directors then in office.

3.3 Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall preside at all meetings of the stockholders and the Board of Directors and shall have such other duties and powers as may be prescribed by the Board of Directors from time to time. The Chairman of the Board may or may not be an employee of the Corporation, with active daily management responsibilities.

3.4 Chief Executive Officer. The Chief Executive Officer, if there shall be such an officer, shall have general responsibility for management of the business of the Corporation, execution of policies and resolutions established by the Board of Directors, leadership of the Corporation, selection and direct or indirect supervision of the other senior executive officers, and representation of the Corporation to the outside world. The Chief Executive Officer shall have and exercise such further powers and duties as may be specifically delegated to or vested in the Chief Executive Officer from time to time by the Board of Directors. In the absence of the Chairman of the Board or in the event of his or her inability or refusal to act, or if the Board has not designated a Chairman, the Chief Executive Officer shall perform the duties of the Chairman of the Board.

3.5 President. If there is no Chief Executive Officer, the President shall have the responsibilities described in Section 3.4 and also those set forth in this Section 3.5. The President shall have general and active management of the business of the Corporation, and shall have such powers and duties as may be specifically delegated to or vested in the President from time to time by the Board of Directors or the Chief Executive Officer, which may include supervision of one or more Vice Presidents that may head particular business units or corporate functions.

3.6 Chief Financial Officer. The Chief Financial Officer, if there shall be such an officer, shall have overall responsibility for such equity and debt financing as is needed for the Corporation's operations (together with the Chief Executive Officer or the President), for financial controls and financial reporting to the Board of Directors and to stockholders, for preparation of budgets and forecasts, for cash and investment management, and such other duties as the Board of Directors, Chief Executive Officer or the President shall from time to time prescribe. If there is a Chief Financial Officer but no Treasurer, the Chief Financial Officer shall have the duties described in Section 3.9. If there is no Chief Financial Officer, then either the Board of Directors shall designate some other officer to fulfill the responsibilities described in this Section 3.6, who may be the Chief Executive Officer, the President or the Treasurer.

3.7 Vice President. The Corporation, may have one or many Vice Presidents, who may also be designated as Executive Vice Presidents or Senior Vice Presidents. Each Vice President shall head a particular business unit or a particular corporate function such as, for example, sales, marketing, engineering, finance, legal affairs or human relations. The vice presidents shall perform such other duties and have such other powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe.

3.8 Secretary. The Secretary shall attend all meetings of the Board of Directors and any committees, and all meetings of stockholders, and record all the proceedings of such meetings in a book or books to be kept for that purpose or in an electronic format. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, Chief Executive Officer or the President. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

3.9 Treasurer. The Treasurer shall have the custody of the corporate funds and securities, shall keep complete and accurate accounts of all receipts and disbursements of the

Corporation, and shall deposit all monies and other valuable effects of the Corporation in its name and to its credit in such banks and other depositories as may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers and receipts for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall, when and if required by the Board of Directors, give and file with the Corporation a bond, in such form and amount and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of his or her duties as Treasurer. The Treasurer shall have such other powers and perform such other duties as the Board of Directors, Chief Executive Officer, President or Chief Financial Officer shall from time to time prescribe.

3.10 Assistant Vice Presidents, Secretaries and Treasurers. Assistant Vice Presidents, Secretaries and Treasurers, if there be any, shall have the authority to perform all functions of the corresponding Vice President, Secretary or Treasurer, and shall also perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors or an appropriate senior officer.

3.11 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

4. STOCK.

4.1 Uncertificated Shares. Subject to any conditions imposed by the Delaware General Corporation Law, the Board of Directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the corporation shall be uncertificated shares. Within a reasonable time after the issuance or transfer of any uncertificated shares, the corporation shall send to the registered owner thereof any written notice prescribed by the General Corporation Law.

4.2 Form of Certificates. For any class of stock issued by the Corporation as certificated shares, every holder of such class of stock, and upon request, any holder of uncertificated shares, shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairperson of the Board or the President or a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation.

4.3 Signatures. Any or all the signatures on the certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

4.4 Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

4.5 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law, subject to the restrictions on transfer set forth in these bylaws (see Section 5). Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be cancelled before a new certificate shall be issued.

4.6 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to consent to any action, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4.7 Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

4.8 Voting Securities Owned by the Corporation. Powers of attorney, proxies waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, the President, any Vice President or the Secretary and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

5. RESTRICTIONS ON TRANSFER OF STOCK.

5.1 Right of First Refusal and Right of Purchase. Before any outstanding common stock may be sold or otherwise voluntarily transferred, the corporation shall have a right of first refusal to acquire the common stock on the terms and conditions set forth in Sections 5.2 through 5.5. In connection with any involuntary, transfer of common stock, upon death, divorce, foreclosure of a security interest, bankruptcy or otherwise, or a transfer of the voting power associated with common stock, by disability or otherwise, the corporation shall have a right to purchase the common stock at its fair value on the terms and condition’s set forth in Sections 5.6 through 5.9. Each holder of common stock by accepting the same upon original issuance or subsequent transfer thereof takes the stock subject to the rights of the corporation set forth in this Section 5. The corporation shall be permitted to assign its right of first refusal under Section 5.2 through 5.5, or its right of purchase under Sections 5.6 through 5.9, to another party, whether or not a holder of common stock, by written notice to the transferring holder or to the holder’s successor or estate, in which case references to the corporation in such provisions shall be interpreted as references to such assignee, except that determinations required of the corporation’s Board of Directors shall not be delegated to the assignee. The corporation may waive in writing its right of first refusal under Sections 5.2 through 5.5, or its right of purchase under Sections 5.6 through 5.9.

5.2 Notice of Proposed Transfer. A holder desiring to transfer common stock shall deliver to the corporation a written notice stating: (i) the holder’s bona fide intention to sell or otherwise transfer such common stock; (ii) the name of each proposed purchaser or other transferee; (iii) the number of shares of offered common stock to be transferred to each proposed transferee; (iv) the bona fide cash price or other consideration for which the holder proposes to transfer the offered common stock, and (v) the estimated closing date of the proposed transfer. The holder shall offer to transfer those shares of common stock to the corporation on the same price and terms.

5.3 Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the notice of proposed transfer, the corporation may, by giving written notice to the holder, elect to purchase all (but not less than all) of such common stock on the offered terms. Such election shall represent a binding contractual commitment of the corporation to purchase the common stock. If the offered price includes consideration other than cash, the corporation shall have the option of instead paying the cash equivalent value of the non-cash consideration as determined by the Board of Directors of the corporation in good faith. Payment of the purchase price and transfer of the common stock shall be consummated in the manner and at the times set forth in the notice of proposed transfer, or, at the option of the corporation, at any other time within fifty-five (55) days after the corporation's receipt of the notice of proposed transfer.

5.4 Transfer Upon Non-Exercise of Right of First Refusal. If the corporation waives in writing its right of first refusal, or fails to give written notice, of exercise of the right of first refusal within the 30-day period provided, the holder may sell or otherwise transfer the common stock described in the notice of proposed transfer on the offered terms and conditions, or at a higher price, subject to any other contractual rights of first refusal or co-sale as may exist in favor of other parties, and provided that such sale or other transfer is consummated within 120 days after the date of the notice of proposed transfer. If the shares of common stock described in the notice of proposed transfer are not transferred to the proposed transferee within such 120-day period, then prior to any sale or transfer of such common stock, the holder is required to send a further notice of proposed transfer to the corporation, and the corporation again has a right of first refusal on the terms set forth above.

5.5 Limitations on Right of First Refusal. The notice requirements and rights of first refusal set forth in Sections 5.2 through 5.4 of these Bylaws shall not apply:

(a) to any bona fide pledge of common stock and/or the acquisition of such common stock by the pledgee pursuant to such pledge, provided however that the pledgee by accepting the shares shall become bound by these bylaw provisions, and provided, further, that a foreclosure on such shares of common stock or other similar action by the pledgee shall be subject to the requirements of Sections 5.6 through 5.9 of these Bylaws;

(b) to any transfers of common stock by gift during a holder's lifetime to such holder's "immediate family" (as defined below) or to a trust for the benefit of holder or holder's immediate family, provided that the transferees or other recipients shall become bound by these bylaw provisions with respect to any further transfer; as used herein, the term "immediate family" will mean holder's spouse, the lineal descendant or antecedent, brother or sister, of holder or holder's spouse, or the spouse of any lineal descendant or antecedent, brother or sister of holder, or holder's spouse, whether or not any of the above are adopted;

(c) to any transfers of common stock on a holder's death by will or intestacy to such holder's "immediate family," provided, however, that Sections 5.6 through 5.9 shall apply in all cases exempted by this clause (c) from Sections 5.2 through 5.4;

(d) to any transfer of common stock by a holder made (i) pursuant to a statutory merger or statutory consolidation of the corporation with or into another corporation or corporations, (ii) pursuant to the winding up and dissolution of the corporation, or (iii) at, and pursuant to, a firm commitment underwritten public offering of capital stock of the corporation pursuant to an effective registration statement filed under the Securities Act of 1933, as amended; or

(e) to any transfers of common stock to a holder of Preferred Stock issued by the corporation, pursuant to such holder's exercise of any contractual right of first refusal.

5.6 Right to Purchase. Upon any involuntary transfer of common stock, whether upon death, divorce or bankruptcy of the holder, or foreclosure of a security interest, or otherwise, or upon any transfer of the voting power associated with common stock, by disability of the holder, death or disability of a voting trustee or otherwise, the corporation shall have a right to elect to purchase the common stock at its fair value as of the date of the transfer that gave rise to the corporation's purchase right. The corporation may exercise this option by giving written notice to the party that owns or controls such common stock, at any time within 30 days following the corporation's receipt of written notice, or other acquisition of actual knowledge, of the material facts regarding the transaction that gave rise to the corporation's purchase right. If the corporation does not give notice of exercise of its right within such 30-day period, the right will expire. Nothing in this Section 5 shall prohibit the bona fide pledge of common stock, if there is neither a transfer of the legal title thereto nor a transfer on the books of the corporation into the name of the pledgee. But upon foreclosure of any pledge, the corporation shall have an option to purchase the common stock pursuant to Sections 5.6 through 5.9 from any person acquiring title to such common stock.

5.7 Determination of Price. Fair value, for purposes of any exercise of the corporation's right to purchase under Section 5.6, shall be determined as if the corporation was being sold to an unaffiliated third party, with no discount applied to the shares by reason of illiquidity or minority position, but taking into account the existence of any class of stock with preference over the common stock with respect to liquidation or dividends. Such value shall be determined by agreement between the corporation and the party that owns or controls the common stock, or, failing such agreement, by arbitration in Los Angeles County before a single, neutral arbitrator associated with JAMS (www.jamsadr.com) or Alternative

Resolution Centers (www.arc4adr.com), according to any procedures agreed by the parties, and failing such agreement then pursuant to Section 1280 et seq. of the California Code of Civil Procedure. If the parties have failed to agree on a price within ten days after the corporation's notice of exercise of its purchase right, either party may initiate an arbitration by notice to the other party, and, failing agreement between the parties on appointment of an arbitrator, either party may petition a court for appointment of an arbitrator under Section 1280 et seq. of the California Code of Civil Procedure. The arbitrator shall proceed promptly to determine the fair value of the shares, and the arbitrator's decision shall be conclusive upon all parties interested in such shares. The arbitrators shall promptly deliver notice of the determination to the corporation and the party that owns or controls the common stock. The reasonable fees and expenses of the arbitrator shall be split evenly between the corporation and the party that owns or controls the common stock, unless the arbitrator determines that some other split of the fees and expenses would be more equitable.

5.8 Closing or Withdrawal of Exercise of Purchase Right. If the price is determined by arbitration and is more than ten percent higher than the fair value as proposed by the corporation, the corporation may withdraw its exercise of the repurchase right by written notice within 10 days following the arbitrators' determination of fair value, but in that case the corporation shall pay the entire arbitrator's fee. If the corporation does not withdraw its exercise, or if the price is determined by agreement, the corporation shall pay for the common stock, in cash, and the holder shall deliver the certificates, if any, representing the common stock, at the principal office of the corporation, 10 days after determination of the price, unless another date or place of closing is agreed. In cases where the corporation has made a timely exercise of its right to purchase under Sections 5.6 through 5.9, from the date of the transfer that gave rise to such right of purchase, until the purchase is consummated or the corporation's exercise is withdrawn, the corporation may, at its option, suspend the right to vote said common stock.

5.9 Limitation on Right of Purchase. Sections 5.6 through 5.8 of these Bylaws shall not apply:

(a) to any transaction that is consummated at any time after a registration statement under the Securities Act of 1933, as amended, for a public offering, or a registration statement under the Securities Exchange Act of 1934, has been filed by the corporation and has become effective;

(b) to any transfer that occurs in connection with a merger, consolidation or share exchange that has been approved by the corporation's Board of Directors; or

(c) if waived in writing by the corporation.

5.10 Market Standoff. The provisions of this Section 5.10 shall apply, if invoked by action of the Board of Directors by written notice to the holders of common stock issued by the corporation, in connection with the corporation's effecting an initial public offering of its securities. If so invoked by the Board of Directors, the restrictions set forth in this Section 5.10 shall apply during a period of time specified by the Board, but not to exceed 180 days, following the effective date of a registration statement of the corporation filed with the U.S. Securities & Exchange Commission under the Securities Act of 1933, with respect to an initial public offering. During such time period, no person or entity holding common stock of the corporation prior to the closing of the public offering shall, directly or indirectly, sell, offer to sell, contract to sell, grant any option to purchase or otherwise transfer any common stock of the corporation held by such person or entity at any time prior to the closing date of the public offering, other than shares of common stock that are included in such registration, nor short sell or enter into derivative transactions that are economically equivalent to a sale of such common stock. Notwithstanding the foregoing, this Section 5.10 shall not prohibit a bona fide charitable donation or transfer for estate planning purposes, provided that the transferee shall become subject to the limitations of this Section 5.10 as if such transferee owned the common stock prior to the public offering. If the restrictions of this Section 5.10 are invoked or waived as to any holder of common stock, they shall be invoked or waived as to all holders of common stock, either in full or as to an equal percentage of the holdings of all such holders.

5.11 Legends. To the extent that the corporation's shares of common stock are evidenced by certificates, the corporation may note conspicuously on those certificates a legend referring to the transfer restrictions set forth in this Section 5, but, to the maximum extent permitted under Section 202 of the Delaware General Corporation Law, such restrictions shall be binding on all holders and transferees regardless of the presence or omission of such a legend on the certificates. To the extent that the corporation's shares of common stock are uncertificated, the corporation may note conspicuously a legend referring to the transfer restrictions set forth in this Section 5, on the notice or notices sent by the corporation to the registered owner after the issuance or transfer of uncertificated common stock, pursuant to Section 151(f) of the Delaware General Corporation Law; but, to the maximum extent permitted under Section 202 of the Delaware General Corporation Law, such restrictions shall be binding on all holders and transferees regardless of the presence or omission of such a legend.

6. MISCELLANEOUS PROVISIONS.

6.1 Dividends. Dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting or by any Committee of the Board of Directors haying such authority at any meeting thereof, and may be paid in cash, in property, in shares of the capital stock or in any combination thereof all subject to the requirements of the Delaware General Corporation Law and any restrictions that may be adopted in the Certificate of Incorporation.

6.2 Disbursements. All notes, checks, drafts, and orders for the payment of money issued by the Corporation shall be signed, and any wire transfer or other debit of a Corporation bank account (including electronic payment of bills) must be authorized by an officers or such other person as the Board of Directors may from time to time designate. In addition, the following policies shall become applicable once the Corporation has more than a single officer and has total assets in excess of $1,000,000: (a) in the case of amounts exceeding $5,000, checks must be signed, and a wire transfer or other debit must be authorized, by two individuals authorized by the Board of Directors; the payee on a Corporation check, wire transfer or other funds transfer can not be the sole person signing such check or authorizing the transfer; (c) all checks or electronic transfer authorizations presented for signature by an authorized officer must be supported by proper documentation, such as invoice, purchase order, contract or a memorandum describing the nature of the expense.

6.3 Corporate Seal. The Corporation shall not use a corporate seal, and the absence of a seal shall not affect the validity of any document.

6.4 Waiver of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws to be given to any director, member or a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

6.5 Directors' Liability and Indemnification. The liability of directors of the Corporation and indemnification provided by the Corporation in favor of directors, officers, employees and agents shall be governed by the Certificate of Incorporation.

6.6 Amendment of Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any meeting of the Board of Directors or of the stockholders.

Exhibit 4.2

FIFTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

This Fifth Amended and Restated Investors' Rights Agreement (this "***Agreement***") is made and entered into as of March 26, 2010 ("***Effective Date***"), by and among Gevo, Inc., a Delaware corporation (the "***Company***"), the California Institute of Technology, located at 1200 East California Boulevard, Pasadena, California, 91125 ("***Caltech***"), and the persons and entities listed on **Exhibit A** attached hereto (each hereafter individually referred to as an "***Investor***" and collectively referred to as the "***Investors***").

WHEREAS, certain of the Investors (the "***Existing Investors***") previously purchased from the Company shares (or, as applicable, warrants to purchase shares) of the Company's Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, and Series A-4 Preferred Stock (collectively, the "***Series A Stock***"), the Company's Series B Preferred Stock (the "***Series B Stock***"), the Company's Series C Preferred Stock (the "***Series C Stock***"), and/or the Company's Series D Preferred Stock (the "***Series D Stock***");

WHEREAS, in connection with loans from Lighthouse Capital Partners V, L.P. ("***Lighthouse***") to the Company, the Company previously issued to Lighthouse a warrant to purchase shares of the Company's Series A-3 Preferred Stock, a warrant to purchase shares of the Company's Series A-4 Preferred Stock, warrants to purchase shares of the Series C Stock and a warrant to purchase shares of the Series D Stock;

WHEREAS, the Company, the Existing Investors, and Lighthouse are parties to that certain Fourth Amended and Restated Investors' Rights Agreement of the Company dated April 24, 2009, as amended (the "***Existing Agreement***"), pursuant to which the Company granted to the Existing Investors and Lighthouse certain registration rights, information rights, preemptive rights, and other rights, all as further described therein;

WHEREAS, certain of the Investors ("***Series D-1 Investors***") have agreed to purchase from the Company, and the Company has agreed to sell to the Series D-1 Investors, shares of the Company's Series D-1 Preferred Stock (the "***Series D-1 Stock***", and collectively with the Series A Stock, the Series B Stock, the Series C Stock and the Series D Stock, the "***Preferred Stock***"), on the terms and conditions set forth in that certain Series D-1 Preferred Stock Purchase Agreement, dated of even date herewith by and among the Company and the Series D-1 Investors, (as amended, restated, or otherwise modified from time to time, the "***Series D-1 Purchase Agreement***");

WHEREAS, to induce the Series D-1 Investors to purchase such shares of Series D-1 Stock from the Company and to enter into the Series D-1 Purchase Agreement, the Company and the Investors desire to amend and restate the Existing Agreement in order to extend and modify the rights thereunder to include the Series D-1 Investors, and make certain other changes, all as set forth below; and

WHEREAS, the undersigned hold sufficient shares of Preferred Stock to meet the amendment requirements provided in Section 4.2 of the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises herein contained, and for other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. COVENANTS OF THE COMPANY.

1.1 Basic Financial Information. The Company covenants and agrees that, commencing on the date of this Agreement, for so long as each Investor holds at least an aggregate total of 20% of its originally acquired shares of: (a) Preferred Stock and/or (b) the equivalent number (on an as-converted basis) of shares of the Company's Common Stock (the "***Common Stock***") issued upon the conversion of such shares of Preferred Stock (collectively, the "***Conversion Stock***"), the Company will:

(a) Annual Reports. Furnish to such Investor, as soon as practicable and in any event within 150 days after the end of each fiscal year of the Company, annual financial statements, including a Balance Sheet, Statement of Operations and Statement of Cash Flows, of the Company and its subsidiaries, setting forth in each case in comparative form the figures from the Company's previous fiscal year (if any), all prepared in accordance with U.S. generally accepted accounting principles and practices and, unless waived in advance by a majority of the Company's Board of Directors (the "***Board***"), including a majority of the Preferred Stock Directors (as defined in the Company's Amended and Restated Certificate of Incorporation, as it may be amended, restated or otherwise modified from time to time (the "***Charter***")), audited by nationally recognized independent certified public accountants.

(b) Quarterly Reports. Furnish to such Investor, as soon as practicable and in any case within 45 days after the end of each fiscal quarter of the Company (except the last quarter of the Company's fiscal year), quarterly unaudited financial statements, including an unaudited Balance Sheet**,** an unaudited Statement of Operations and an unaudited Statement of Cash Flows, of the Company and its subsidiaries, together with a comparison of such financial statements to the Company's operating plan and budget, prepared by the Chief Financial Officer of the Company, explaining any significant differences in the statements from the Company's operating plan and budget for the applicable period and stating that such statements fairly present the consolidated financial position and consolidated financial results of the Company for the fiscal quarter covered.

(c) Monthly Reports. Furnish to such Investor, as soon as practicable and in any case within 30 days after the end of each calendar month (except the last month of the Company's fiscal year), monthly unaudited financial statements, including an unaudited Balance Sheet, an unaudited Statement of Operations and an unaudited Statement of Cash Flows, of the Company and its subsidiaries, together with a comparison of such financial statements to the Company's operating plan and budget, prepared by the Chief Financial Officer of the Company, explaining any significant differences in the statements from the Company's operating plan and budget for the month covered and stating that such statements fairly present the consolidated financial position and consolidated financial results of the Company for the month covered.

(d) Annual Budget. Furnish to such Investor as soon as practicable and in any event no later than 45 days after the close of each fiscal year of the Company, an annual operating plan and budget, presented on a month-to-month basis, for the next immediate fiscal year, and, within a reasonable time of its preparation, amendments to the annual budget, if any.

1.2 Confidentiality. Each Investor agrees to hold all information received pursuant to this **Section 1** in confidence, and not to use or disclose any of such information to any third party, except (a) to the extent such information is made publicly available by the Company; (b) as required by law, regulation, subpoena or court order; (c) to Investor’s subsidiaries or affiliates in connection with their business with the Company, provided they are bound by this confidentiality provision; or (d) as required in connection with Investor’s examination or audit, provided that any person receiving confidential or non-public information is bound by this confidentiality provision or similar regulations.

1.3 Inspection Rights. The Company shall permit each Investor holding at least an aggregate total of 20% of its originally acquired shares of: (a) Preferred Stock issued and/or (b) the equivalent number (on an as-converted basis) of Conversion Stock, at such Investor’s expense, to visit and inspect the Company’s properties, to examine its books of account and records and to discuss the Company’s affairs, finances and accounts with its officers, all at such reasonable times as may be requested by such Investor; *provided, however*, the Company shall not be obligated under this **Section 1.3** with respect to information which the Board determines in good faith is confidential or attorney-client privileged and should not, therefore, be disclosed.

1.4 Vesting and Benefits. Unless otherwise approved by the Board (including a majority of the Preferred Stock Directors): (a) all stock options and shares issued to employees, directors and consultants of the Company after the Effective Date will be subject to vesting as follows: 25% of such shares to vest after one year of employment, with the remaining 75% to vest at a rate of 1/48 of the original total number of shares per month at the end of each month for the next 36 months thereafter until all of the shares are vested, (b) no new employee, director or consultant of the Company shall become entitled to any payment, acceleration of vesting or other benefits upon or following (i) an acquisition, merger, consolidation, reorganization or purchase of all or substantially all of the assets of the Company or similar transaction, or (ii) the termination of employment with or cessation of service to the Company, other than by reason of death or permanent and total disability. Any unvested Common Stock or Common Stock options issued to any employees, directors or consultants: (A) shall be subject to a repurchase right, at the original issue price, by the Company or its assignee (to the extent permissible under applicable securities law qualification) upon the termination of the employment of the stockholder, with or without cause; and (B) may not be transferred, except for estate planning transfers to family members, provided that such unvested Common Stock or Common stock options remain subject to vesting as if still held by such employee, director, or consultant.

1.5 Underwriter Lockup. Any shares underlying stock options and all shares issued to employees, directors, and consultants after the Effective Date, to the extent requested by the Company or an underwriter of securities of the Company, will not be permitted to be sold or otherwise transferred or disposed for up to 180 days following the effective date of any registration statement of the Company filed under the Securities Act of 1933, as amended (the "***Securities Act***").

1.6 <u>Proprietary Information Agreement</u>. The Company shall cause each employee, officer, consultant and intern of the Company who joins the Company after the date of this Agreement to execute a Proprietary Information Agreement within five days of the commencement of employment with or service to the Company. The Company shall use commercially reasonable efforts to prevent the violation of a Proprietary Information Agreement by any and all employees, officers, consultants and interns of the Company.

1.7 <u>Accounting Systems</u>. The Company shall maintain a standard system of accounting established and administered in accordance with U.S. generally accepted accounting principles.

1.8 <u>Compliance with Applicable Law</u>. The Company shall conduct its business in material compliance with all applicable statutes, laws, rules, regulations, judgments, orders, writs, injunctions, decrees and financial assessments of any governmental entity to which the Company, its assets, or its officers, directors, employees, consultants or agents (in their capacities as such) is subject (including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended).

1.9 <u>Omnibus Securities and Incentive Plan</u>. The Company and the Series D-1 Investors shall negotiate in good faith to amend the Company's 2006 Omnibus Securities and Incentive Plan (the "***Plan***") in order to increase the shares authorized and reserved under the Plan, taking into account the shares of Series D-1 Stock sold pursuant to the Series D-1 Purchase Agreement, including shares of Series D-1 Stock sold at any Additional Closings and any Final Closing (as such terms are defined in the Series D-1 Purchase Agreement).

1.10 <u>Termination of Certain Rights</u>. The Company's obligations under this **Section 1** (other than the provisions of **Section 1.2**) will terminate upon the earlier of (a) the closing of a "Qualifying IPO" (as defined in the Charter) or if the Company otherwise becomes subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and (b) a Merger (as defined in the Charter).

2. <u>REGISTRATION RIGHTS</u>.

2.1 <u>Definitions</u>. For purposes of this **Section 2**:

(a) "***register***," "***registration***" and "***registered***" shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement.

(b) "***Registrable Securities***" shall mean:

(i) all the shares of Conversion Stock;

(ii) any shares of Common Stock issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, in exchange for or in replacement of all shares of Conversion Stock; excluding in all cases, however, any shares of Common Stock sold by a person in a transaction in which rights under this **Section 2** are not assigned in accordance with this Agreement or any shares of Common Stock with respect to which, pursuant to **Section 2.11** hereof, the holders are no longer entitled to registration rights pursuant to **Sections 2.2**, **2.3** or **2.4** hereof;

(iii) all shares of Common Stock of the Company issued or issuable upon conversion of the shares of Preferred Stock that may be acquired upon exercise of any warrants held by the Investors; and

(iv) solely for purposes of **Sections 2.2** through **2.11** and **Section 4**, all shares of Common Stock issued to Caltech (the "***Caltech Shares***") pursuant to that certain Stock Issuance and Stockholder's Rights Agreement entered into between Caltech and the Company dated July 12, 2005 (the "***Caltech Stock Agreement***"), and that certain License Agreement between the Company and Caltech dated July 12, 2005, as amended on June 6, 2007 (the "***Caltech License Agreement***").

(c) The number of shares of "***Registrable Securities then outstanding***" shall mean the number of shares of Common Stock which are Registrable Securities that are then (i) issued and outstanding or (ii) issuable pursuant to the exercise or conversion of then outstanding and then exercisable options, warrants, rights or other convertible securities.

(d) "***Holder***" shall mean any person owning of record Registrable Securities or any assignee of record of such Registrable Securities to whom rights set forth herein have been duly assigned in accordance with this Agreement; *provided, however*, that for purposes of this Agreement a record holder of shares of Preferred Stock convertible into such Registrable Securities shall be deemed to be the Holder of such Registrable Securities and a record holder of a warrant exercisable for Preferred Stock shall be deemed to be the Holder of Registrable Securities issuable upon conversion of the Preferred Stock underlying the warrant; and provided, further, that the Company shall in no event be obligated to register shares of Preferred Stock or warrants to purchase Preferred Stock, and that Holders of Registrable Securities will not be required to convert their shares of Preferred Stock into Common Stock in order to exercise the registration rights granted hereunder until immediately before the closing of the offering to which the registration relates.

(e) "***Holder Affiliate***" means a company that controls, is under common control with, or is controlled by a Holder.

(f) "***Form S-3***" shall mean such form under the Securities Act as is in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(g) "***SEC***" shall mean the U.S. Securities and Exchange Commission.

2.2 Demand Registration.

(a) Request by Holders. If the Company shall receive, at any time after the earlier of the third anniversary of the Initial Closing (as such term is defined in the Series D-1 Purchase Agreement) or 180 days after the effective date of the Company's initial public offering of its securities pursuant to a registration statement filed under the Securities Act (an "***IPO***"), a written request from the Holders of at least 30% of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities pursuant to this **Section 2.2** (the "***Written Request***"), then the Company shall, within 20 days after the receipt of such Written Request, give written notice of such Written Request (the "***Request Notice***") to all Holders, and use its reasonable best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities which the Holders request to be registered and included in such registration by the original Written Request and by written notice given by such Holders to the Company within 20 days after receipt of the Request Notice, respectively, subject only to the limitations of this **Section 2**; *provided*, that the aggregate Registrable Securities requested by all Holders to be registered pursuant to such request must be at least 30% of all Registrable Securities then outstanding and have an anticipated aggregate public offering price (before any underwriting discounts and commissions) of not less than $5,000,000, and *provided*, *further*, that if, within 30 days of such Written Request, the Company delivers to all Holders requesting the registration of Registrable Securities pursuant to this **Section 2.2(a)** a certificate signed by the Chief Executive Officer of the Company stating the Company's intent to file a registration statement for an IPO and stating the belief of the Chief Executive Officer that such IPO will be a Qualifying IPO (and provided that such registration statement is actually filed within 90 days of the delivery of such certificate and is not subsequently withdrawn, such IPO is not suspended for a period of more than 90 days, and such IPO does not fail to become a Qualifying IPO), then the Company shall not be obligated to effect a registration until 180 days after the IPO.

(b) Underwriting. If the Holders initiating the registration request under this **Section 2.2** (the "***Initiating Holders***") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their Written Request and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include his, her or its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this **Section 2.2**, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities that would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); *provided*, *however*, that the number of shares of Registrable Securities, except for the

Caltech Shares, to be included in such underwriting and registration shall not be reduced unless all other securities of the Company are first entirely excluded from the underwriting and registration and if necessary, the Caltech Shares are then entirely excluded from the underwriting and registration. Any Registrable Securities excluded and withdrawn from such underwriting shall be withdrawn from the registration. For any Holder that is a partnership or corporation, the partners, retired partners and shareholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

(c) Maximum Number of Demand Registrations. The Company is obligated to effect only two registrations pursuant to this **Section 2.2**.

(d) Deferral. Notwithstanding the foregoing, if the Company shall furnish to all Holders requesting the filing of a registration statement pursuant to this **Section 2.2** a certificate signed by the President or Chief Executive Officer of the Company within 30 days of the Company's receipt of a Written Request pursuant to this **Section 2.2** stating that, in the good faith judgment of the Board, it would be seriously detrimental to the Company and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement, then the Company shall have the right to defer such filing for a period of not more than 90 days after receipt of the Written Request; *provided*, *however*, that the Company may not utilize this right more than once in any 12 month period.

(e) Expenses. All expenses incurred in connection with a registration pursuant to this **Section 2.2**, including without limitation all registration and qualification fees**,** printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements, not to exceed $30,000, of one counsel for the selling Holders (but excluding underwriters' discounts and commissions) shall be borne by the Company. Each Holder participating in a registration pursuant to this **Section 2.2** shall bear such Holder's proportionate share (based on the proportion of shares sold by such Holder to the total number of shares included in such registration at the time it is declared effective) of all remaining fees and disbursements of one counsel to the selling Holders in excess of $30,000 and of all discounts, commissions or other amounts payable to underwriters or brokers in connection with such offering. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to this **Section 2.2** if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Registrable Securities then outstanding agree to forfeit their right to one demand registration pursuant to this **Section 2.2** (in which case such right shall be forfeited by all Holders of Registrable Securities); *provided, further, however*, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Company's obligation to pay expenses pursuant to this **Section 2.2(e)** shall remain in effect and the Holders shall retain their demand registration rights pursuant to this **Section 2.2**.

2.3 Piggyback Registrations.

(a) Request by Holder. The Company shall notify all Holders of Registrable Securities in writing at least 30 days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under **Section 2.2** or **Section 2.4** of this Agreement, registration statements relating to employee benefit plans, and registration statements relating to a corporate reorganization or other transaction covered by Rule 145 promulgated under the Securities Act) and will afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall, within 20 days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(b) Underwriting. If a registration statement under which the Company gives notice under this **Section 2.3** is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to include its Registrable Securities in a registration pursuant to this **Section 2.3** shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter determines in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriters may exclude shares (including Registrable Securities) from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second to Holders requesting inclusion of their Registrable Securities, except for Holders of the Caltech Shares, in such registration statement on a pro rata basis based on the number of Registrable Securities each such Holder has requested to be included in the registration, and third to the Holders of the Caltech Shares requesting inclusion of their Registrable Securities in such registration statement, provided however, that the right of the underwriters to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of Registrable Securities included in any such registration is not reduced below 20% of the shares included in the registration, except for a registration relating to an IPO, from which all Registrable Securities may be excluded and (ii) all shares that are not Registrable Securities and are held by persons who are employees or directors of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice, given in accordance with **Section 6.2** hereof, to the Company and the underwriter, delivered at least 20 days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder that is a partnership or corporation, the partners, retired partners and shareholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

(c) Expenses. All expenses incurred in connection with a registration pursuant to this **Section 2.3**, including without limitation all registration and qualification fees**,** printers' and accounting fees, fees and disbursements of counsel for the Company, and the reasonable fees and disbursements, not to exceed $30,000, of one counsel for the selling Holders (but excluding underwriters' discounts and commissions) shall be borne by the Company. Each Holder participating in a registration pursuant to this **Section 2.3** shall bear such Holder's proportionate share (based on the proportion of shares sold by such Holder to the total number of shares included in such registration at the time it goes effective) of all remaining fees and disbursements of one counsel for the selling Holders in excess of $30,000 and of all discounts, commissions or other amounts payable to underwriters or brokers in connection with such offering.

2.4 Form S-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will do the following:

(a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities.

(b) Registration. As soon as practicable, use its reasonable best efforts to effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within 20 days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this **Section 2.4**:

(i) if Form S-3 is not available for such offering;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than $3,000,000;

(iii) if the Company shall furnish to the Holders a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its shareholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement no more than once during any 12 month period for a period of not more than 90 days after receipt of the request of the Holder or Holders under this **Section 2.4**;

(iv) if the Company has, within the 12 month period preceding the date of such request, already effected one registration on Form S-3 for the Holders pursuant to this **Section 2.4**; or

(v) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Expenses. Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered pursuant to this **Section 2.4** as soon as practicable after receipt of the request or requests of the Holders for such registration. The Company shall pay all expenses incurred in connection with each registration requested pursuant to this **Section 2.4**, (excluding underwriters' or brokers' discounts and commissions), including without limitation all filing, registration and qualification**,** printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements, not to exceed $30,000, of one counsel for the selling Holder or Holders. Each Holder participating in a registration pursuant to this **Section 2.4** shall bear such Holder's proportionate share (based on the proportion of shares sold by such Holder to the total number of shares included in such registration at the time it goes effective) of all remaining fees and disbursements of one counsel to the selling Holder or Holders and counsel for the Company in excess of $30,000 and of all discounts, commissions or other amounts payable to underwriters or brokers in connection with such offering.

(d) Not Demand Registration. Form S-3 registrations shall not be deemed to be demand registrations as described in **Section 2.2** above.

2.5 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall as expeditiously as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to 90 days.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement and, in connection with any registration on Form S-3 pursuant to **Section 2.4** above, use its reasonable best efforts to timely file all reports required under the Exchange Act in order to maintain the right to continue to use such Form and to maintain such registration in effect.

(c) Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Use its reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting hereby agrees to also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

2.6 <u>Furnish Information</u>. It shall be a condition precedent to the obligations of the Company to take any action pursuant to **Sections 2.2**, **2.3** or **2.4** that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this **Section 2**.

2.8 Indemnification. In the event any Registrable Securities are included in a registration statement under **Sections 2.2**, **2.3** or **2.4**:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, officers and directors of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act (each, a "***Holder Indemnified Party***"), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, the "***Violations***" and, individually, a "***Violation***"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any federal or state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any federal or state securities law in connection with the offering covered by such registration statement.

The Company will reimburse each such Holder Indemnified Party for any legal or other expenses reasonably incurred by them, within three months after a request for reimbursement has been received by the Company, in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the indemnity agreement contained in this **Section 2.8(a)** shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any Holder Indemnified Party.

(b) By Selling Holders. To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act or Exchange Act and any underwriter for the Company (each, a "***Company Indemnified Party***") and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors or officers or any person who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act (each, an "***Other Holder Indemnified Party***"), against any losses, claims, damages or liabilities (joint or several) to which any Company Indemnified Party or Other Holder Indemnified Party may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such selling Holder expressly for use in connection with such registration. Each such selling Holder will reimburse any legal or other expenses reasonably incurred by any Company Indemnified Party or Other Holder Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action, within three months after a request for reimbursement has been received by the selling Holder, *provided, however*, that the indemnity agreement contained in this **Section 2.8(b)** shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the selling Holder, which consent shall not be unreasonably withheld; and *provided further*, that the total amounts payable in indemnity by a selling Holder under this **Section 2.8(b)** in respect of any Violation shall not exceed the net proceeds received by such Holder in the registered offering out of which such Violation arises.

(c) Notice. Promptly after receipt by an indemnified party under this **Section 2.8** of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this **Section 2.8**, deliver to the indemnifying party a written notice of the commencement thereof. The indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this **Section 2.8**, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this **Section 2.8**.

(d) Defect Eliminated in Final Prospectus. The foregoing indemnification rights of the Holder Indemnified Parties, the Company Indemnified Parties and the Other Holder Indemnified Parties are subject to the condition that, insofar as they relate to any Violation made in a preliminary prospectus but eliminated or remedied in the amended prospectus on file with the SEC at the time the registration statement in question becomes effective or the amended prospectus filed with the SEC pursuant to SEC Rule 424(b) (the "***Final Prospectus***"), such indemnification rights shall not inure to the benefit of any person if a copy of the Final Prospectus was furnished to the indemnified party and was not furnished to the person asserting the loss, liability, claim or damage against the indemnified party at or prior to the time such action is required by the Securities Act.

(e) Contribution. If the indemnification provided for in this **Section 2.8** is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by such indemnified party with respect to such loss, liability, claim, damage or expense in the proportion that is appropriate to reflect the relative fault of the indemnifying party and the indemnified party in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In any such case, (i) no such Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (ii) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(f) Conflict with Underwriting Agreement. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement will control.

(g) Survival. The obligations of the Company and Holders under this **Section 2.8** shall survive the completion of any offering of Registrable Securities in a registration statement, and otherwise.

2.9 "Market Stand-Off" Agreement. Each Holder hereby agrees that it shall not, to the extent requested by the Company or an underwriter of securities of the Company, sell or otherwise transfer or dispose of any Registrable Securities or other shares of stock of the Company then owned by such Holder (other than to donees or partners of the Holder who agree to be similarly bound) for up to 180 days following the effective date of any registration statement of the Company filed under the Securities Act; *provided*, *however*, that:

(a) such agreement shall be applicable only to the first such registration statement of the Company which covers securities to be sold on its behalf to the public in an underwritten offering but not to Registrable Securities sold pursuant to such registration statement; and

(b) all officers and directors of the Company then holding Common Stock and all employee shareholders holding at least one percent of the total outstanding Common Stock at such time shall also be subject to similar agreements.

For purposes of this **Section 2.9**, the term "Company" shall include any wholly-owned subsidiary of the Company into which the Company merges or consolidates. In order to enforce the foregoing covenant, the Company shall have the right to place restrictive legends on the certificates representing the shares subject to this **Section 2.9** and to impose stop transfer instructions with respect to the Registrable Securities and such other shares of stock of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. Each Holder further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing within any reasonable timeframe so requested.

2.10 **Rule 144 Reporting**. With a view to making available the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the registration statement for the IPO;

(b) Use its reasonable best efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) So long as a Holder owns any Registrable Securities, to furnish to the Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 (at any time after 90 days after the effective date of the registration statement for the IPO), and of the Securities Act and the Exchange Act (at any time after it has become subject to the reporting requirements of the Exchange Act), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing a Holder to sell any such securities without registration (at any time after the Company has become subject to the reporting requirements of the Exchange Act).

2.11 **Termination of the Company's Obligations**. The Company shall have no obligations pursuant to **Sections 2.2** through **2.4** with respect to (a) any request or requests for registration made by any Holder on a date more than seven years after the closing date of the IPO, and (b) any Registrable Securities proposed to be sold by a Holder in a registration pursuant to **Section 2.2**, **2.3** or **2.4** if, in the reasonable opinion of counsel to the Company, all such Registrable Securities proposed to be sold by a Holder may be sold in a three month period without registration under the Securities Act pursuant to Rule 144 under the Securities Act.

2.12 **Limitations on Subsequent Registration Rights.** From and after the Effective Date, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such holder or prospective holder (a) to include such securities in any registration filed under **Sections 2.2**, **2.3**, and **2.4** hereof, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of his securities will not reduce the amount of the Registrable Securities of the Holders which are included, or (b) to make a demand registration which could result in such registration statement being declared effective prior to the earlier of either of the dates set forth in **Section 2.2(a)**, or within 120 days of the effective date of any registration effected pursuant to **Section 2.2**.

3. PRO RATA PURCHASE RIGHT.

3.1 General. Each Holder (as defined in **Section 2.1(d)**) and any party to whom such Holder's rights under this **Section 3** have been duly assigned in accordance with **Section 4.1(b)** (each such Holder or assignee being hereinafter referred to as a "***Rights Holder***") has the right, but not the obligation, to purchase such Rights Holder's Pro Rata Share (as defined below), of all "New Securities" (as defined in **Section 3.2**) that the Company may from time to time issue after the date of this Agreement, *provided*, *however*, such Rights Holder shall have no right to purchase any such New Securities if such Rights Holder cannot demonstrate to the Company's reasonable satisfaction that such Rights Holder is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D under the Securities Act. A Rights Holder's "***Pro Rata Share***" for purposes of this purchase right is the ratio of (a) the number of Registrable Securities as to which such Rights Holder is the Holder (and/or is deemed to be the Holder under **Section 2.1(d)**), to (b) a number of shares of Common Stock equal to the sum of (i) the total number of shares of Common Stock then outstanding plus (ii) the total number of shares of Common Stock into which all then outstanding shares of Preferred Stock of the Company are then convertible plus (iii) the number of shares of Common Stock subject to issuance upon exercise or conversion of then outstanding options, warrants or convertible securities.

3.2 New Securities. "***New Securities***" shall mean any Common Stock or Preferred Stock, whether now authorized or not, and rights, options or warrants to purchase such Common Stock or Preferred Stock, and securities of any type whatsoever that are, or may become, convertible or exchangeable into such Common Stock or Preferred Stock; *provided*, *however*, that the term "New Securities" does not include:

(a) shares of Common Stock issued or issuable upon conversion of shares of Preferred Stock;

(b) shares of Common Stock or Preferred Stock issued or issuable upon exercise of options or warrants outstanding as of the date of the initial issuance of the Series D-1 Stock (including, but not limited to, shares of Preferred Stock issuable upon exercise of the warrants issued to Lighthouse and the Existing Investors);

(c) shares of Common Stock issued or issuable hereafter to employees, officers, directors, contractors, consultants or advisers to, the Company or any subsidiary upon the exercise of stock options or pursuant to restricted stock purchase agreements that are approved by the Board under stock option or equity incentive plans that have been approved by the Board;

(d) shares of Common Stock or Preferred Stock issued or issuable (i) to strategic partners investing in connection with a commercial relationship with the Company,

(ii) in connection with development agreements or licensing transactions, or (iii) in connection with equipment leases, real property leases, loans or credit lines, in either case of (i), (ii) or (iii) which arrangements have been approved by the Board;

(e) shares of Common Stock or Preferred Stock issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or 50% or more of the voting power of such other corporation or entity or 50% or more of the equity ownership of such other entity; provided that such transaction or series of transactions has been approved by the holders of a majority of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis);

(f) shares of Common Stock or Preferred Stock issued in connection with any stock split, stock dividend or reverse stock split;

(g) shares of Common Stock issued by the Company as part of a Qualifying IPO; and

(h) shares of Series D-1 Stock issued under the Series D-1 Purchase Agreement.

3.3 **<u>Procedures</u>**. In the event that the Company proposes to undertake an issuance of New Securities, it shall give to each Rights Holder a written notice of its intention to issue New Securities (the "***Notice***"), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue such New Securities given in accordance with **Section 6.2** hereof. Each Rights Holder shall have 20 days from the date such Notice is effective, as determined pursuant to **Section 6.2** hereof based upon the manner or method of notice, to agree in writing to purchase up to such Rights Holder's Pro Rata Share of such New Securities for the price and upon the general terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Rights Holder's Pro Rata Share). If any Rights Holder fails to so agree in writing within such 20 day period to purchase up to such Rights Holder's full Pro Rata Share of an offering of New Securities (a "***Nonpurchasing Holder***"), then such Nonpurchasing Holder shall forfeit the right hereunder to purchase that part of his Pro Rata Share of such New Securities that he, she or it did not so agree to purchase and the Company shall promptly give each Rights Holder who has timely agreed to purchase his full Pro Rata Share of such offering of New Securities (a "***Purchasing Holder***") written notice of the failure of any Nonpurchasing Holder to purchase such Nonpurchasing Rights Holder's full Pro Rata Share of such offering of New Securities (the "***Overallotment Notice***"). Each Purchasing Holder shall have a right of overallotment such that such Purchasing Holder may agree to purchase a portion of the Nonpurchasing Holders' unpurchased Pro Rata Shares of such offering on a pro rata basis according to the relative Pro Rata Shares of the Purchasing Rights Holders, at any time within five days after receiving the Overallotment Notice.

3.4 **<u>Failure to Exercise</u>**. In the event that the Rights Holders fail to exercise in full the right of first refusal within such 20-plus-5 day period pursuant to **Section 3.3**, then the

Company shall have 120 days thereafter to sell the New Securities with respect to which the Rights Holders' rights of first refusal hereunder were not exercised, at a price and upon general terms not materially more favorable to the purchasers thereof than specified in the Notice to the Rights Holders. In the event that the Company has not issued and sold the New Securities within such 120 day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Rights Holders pursuant to this **Section 3**.

3.5 Termination. This right of purchase shall terminate upon, or immediately prior to (as appropriate), the earliest to occur of the following: (a) the closing of a Qualifying IPO, or an IPO in which all shares of Preferred Stock are converted into Common Stock, (b) a Merger (as defined in the Charter) or (c) with respect to each Rights Holder, at such time when such Rights Holder no longer holds at least 250,000 shares of Preferred Stock.

4. ASSIGNMENT AND AMENDMENT.

4.1 Assignment. Notwithstanding anything herein to the contrary:

(a) Information Rights. The rights of an Investor under **Section 1** hereof may be assigned only to a party who acquires from an Investor (or an Investor's permitted assigns) shares of Preferred Stock and/or an equivalent number (on an as-converted basis) of shares of Conversion Stock representing at least 20% of the aggregate number of shares of Preferred Stock and/or shares of Conversion Stock originally acquired by such Investor and its Affiliates. As used in this Agreement, the term "***Affiliate***" (and its derivatives) means, with respect to any person, any other person that controls, is controlled by, or is under common control with such person and the term "***control***" (and its derivatives), as used in this definition of Affiliate, means the power to direct or cause the direction of the management and policies of such person, directly or indirectly, including through the ownership of at least 50% of the outstanding voting securities of such person, by contract or otherwise.

(b) Registration Rights; Purchase Rights. The registration rights of a Holder under **Section 2** hereof and the purchase rights of a Rights Holder under **Section 3** hereof may be assigned: (i) to a party who acquires at least 250,000 shares of Preferred Stock and/or an equivalent number (on an as-converted basis) of Conversion Stock issued upon conversion thereof; and (ii) (A) to any family member of such Holder, which term shall include adoptive relationships, or trust for the benefit of any individual Holder; (B) to a subsidiary, parent, partner, limited partner, retired partner, member, retired member or holder of capital stock of such Holder or (C) to a private equity fund, provided that such Holder or a Holder Affiliate is, or owns at least 50% of the voting equity of, the managing partner or other managing entity of such fund and provided that such Holder or a Holder Affiliate owns at least 20% equity interest in such fund; provided, however, that in all of the foregoing cases, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party at the time of such assignment stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; provided further that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this **Section 4**.

4.2 Amendment and Waiver of Rights. Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Investors (and/or any of their permitted successors or assigns) holding shares of Preferred Stock and/or Conversion Stock representing at least 65% of (i) all then-outstanding shares of Preferred Stock, plus (ii) all then outstanding shares of Conversion Stock that were issued upon the conversion of any shares of Preferred Stock. Any amendment or waiver effected in accordance with this **Section 4.2** shall be binding upon each Investor, each Holder, each permitted successor or assignee of such Investor or Holder and the Company (for the sake of clarity, it being understood that, without limiting the generality of the foregoing, holders of at least 65% of the Preferred Stock and the Conversion Stock may waive application of the purchase right in **Section 3** as to all Holders). Notwithstanding anything to the contrary contained herein: (i) any right with respect to the Caltech Shares may not be amended or waived in a manner that adversely affects the Holders of Caltech Shares differently than it affects all Holders generally without the written consent of the Company and Caltech (and/or any of its permitted assigns); (ii) the provisions of **Section 5** may not be amended or waived without the written consent of the Company and Total Energy Ventures International ("***Total***"); and (iii) if the Company shall issue additional shares of its Series D-1 Stock pursuant to the Series D-1 Purchase Agreement, any purchaser of such shares of Series D-1 Stock shall become an "Investor" for purposes of this Agreement and a party hereto, without the consent of the Investors, by executing and delivering an additional counterpart signature page to this Agreement, and **Exhibit A** hereto may be amended by the Company, without the consent of the Investors, to include any such additional purchaser or purchasers.

5. PARTICIPATION IN SALE PROCESS. In the event of an offer to buy the Company in a merger, a sale of the majority of the Company's equity or assets or otherwise, or in the event the Board decides to seek a buyer for the Company, the Company will promptly inform Total of such offer or decision and will provide Total with all information given by the Company to the offering party. In no event shall the Company enter into any agreement or understanding (except in the form of a customary confidentiality agreement), or enter into exclusive negotiations, with respect to any sale transaction for at least 20 business days following its delivery to Total of such notice. During such 20 business day period, the Company will negotiate in good faith (but in a non-exclusive manner) with Total or a designated Affiliate of Total for a sale transaction to the extent reasonably requested by Total or such designated Affiliate, and the Board will consider any proposal made by Total or such designated Affiliate in a manner consistent with the Board's exercise of its fiduciary duties.

6. GENERAL PROVISIONS.

6.1 Directors and Officers Insurance. As long as this Agreement is in effect, the Company shall maintain director's and officer's insurance with a nationally reputable insurance carrier at commercially reasonable levels.

6.2 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement if given by, and upon on the earliest to occur of, any of the following: (a) at the time of personal delivery, if delivery is in person; (b) at the time of transmission by facsimile, addressed to the other party at its facsimile number specified herein (or hereafter modified by subsequent notice to the parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile, if sent during normal business hours of the recipient; if not, then on the next business day; (c) one business day after deposit with an express overnight courier for United States deliveries, or two business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; (d) three business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries; or (e) upon transmission by electronic mail to a party at an email address specified herein or subsequently furnished by that party (provided that such e-mail notice is followed by either same-day facsimile or next-day express courier).

All notices for delivery outside the United States will be sent by electronic mail, facsimile or by express courier (subject to the provisions of this **Section 6.2**). Notices by facsimile shall be machine verified as received. All notices not delivered personally, by facsimile or by electronic mail will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address or facsimile number as follows, or at such other address or facsimile number as such other party may designate by one of the indicated means of notice herein to the other parties hereto as follows:

(a) if to an Investor, at such Investor's respective address as set forth on **Exhibit A** hereto; and/or

(b) if to the Company, at 345 Inverness Drive South, Building C, Suite 310, Englewood, Colorado 80112 Attention: Patrick Gruber, Chief Executive Officer; email: pgruber@gevo.com.

6.3 **<u>Amendment and Restatement; Entire Agreement</u>**. This Agreement amends and restates in its entirety the Existing Agreement, and upon the adoption of this Agreement, the Existing Agreement shall be of no further force or effect and all of the rights and obligations described in the Existing Agreement shall be governed by the terms hereof. This Agreement and the documents referred to herein, together with all the Exhibits hereto, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede any and all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

6.4 **<u>Governing Law</u>**. This Agreement will be governed by and construed in accordance with the laws of the State of New York, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than such state.

6.5 **<u>Severability</u>**. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.6 **Third Parties**. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6.7 **Successors and Assigns**. Subject to the provisions of **Section 4.1**, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

6.8 **Titles and Headings**. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to “sections” and “exhibits” will mean “sections” and “exhibits” to this Agreement.

6.9 **Costs and Attorneys’ Fees**. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing party shall recover all of such party’s costs and attorneys’ fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

6.10 **Adjustments for Stock Splits, Etc**. Wherever in this Agreement there is a reference to a specific number of shares of Common Stock or Preferred Stock of any class or series, then, upon the occurrence of any subdivision, combination or stock dividend of such class or series of stock, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the affect on the outstanding shares of such class or series of stock by such subdivision, combination or stock dividend.

6.11 **Aggregation of Stock.** For purposes of **Sections 1.1**, **1.3**, **2.2**, **2.3**, **2.4** and **3.5** all shares held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

6.12 **Further Assurances**. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

6.13 **Counterparts and Facsimile Signatures**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amended and Restated Investors' Rights Agreement as of the Effective Date.

THE COMPANY:

GEVO, INC.

By: /s/ Patrick Gruber
Patrick Gruber, CEO

THE INVESTORS:

TOTAL ENERGY VENTURES INTERNATIONAL

By: /s/ Benoit Charpentier
Name: Benoit Charpentier
Title: Attorney in Fact

LIGHTHOUSE MANAGEMENT PARTNERS V, L.P.

By: Lighthouse Management Partners V, L.L.C., its General Partner

By: ______________________
Darren Haggerty, Director of Portfolio Analysis

KHOSLA VENTURES I, LP

By: Khosla Ventures Associates I, LLC, its general partner

By: /s/ Samir Kaul
Samir Kaul, Member

VIRGIN GREEN FUND I, L.P.

By: VGF Partners I, L.P., its General Partner

By: VGF I Limited, its General Partner

By: /s/ Michael D. Odai
Name: Michael D. Odai
Title: General Counsel/COO

THE INVESTORS:

BURRILL LIFE SCIENCES CAPITAL FUND III, L.P.

By: Burrill Life Sciences Capital Fund III Partners, L.P., its General Partner

By: Burrill Life Sciences Capital Fund III Management, LLC, its General Partner

By: /s/ Roger Wyse
Name: Roger Wyse
Title: Member

MALAYSIAN LIFE SCIENCES CAPITAL FUND LTD.

By: Malaysian Life Sciences Capital Fund Management Company Ltd, its Manager

By: /s/ Roger Wyse
Dr. Roger Earl Wyse, Co-Chairman

KHOSLA VENTURES III, LP

By: Khosla Ventures Associates III, LLC, a Delaware limited liability company and general partner of Khosla Ventures III, LP

By: /s/ Samir Kaul
Name: Samir Kaul
Title: Member

THE INVESTORS:

OSAGE UNIVERSITY PARTNERS SEED FUND, L.P.

By: Osage University GP, LP, its General Partner

By: Osage Partners, LLC, its General Partner

By: /s/ Marc Singer

Marc Singer, Member

THE INVESTORS:

ICM, INC.

By: /s/ Andy Bullock
Name: Andy Bullock
Title: C.F.O.

THE INVESTORS:

LANXESS CORPORATION

By:	/s/ Randell S. Dearth
Name:	Randell S. Dearth
Title:	President & CEO, Director

Exhibit 4.3

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

STOCK ISSUANCE AND STOCKHOLDER'S RIGHTS AGREEMENT

THIS STOCK ISSUANCE AND STOCKHOLDER'S RIGHTS AGREEMENT is effective as of July 12, 2005 (the "Effective Date"), between **METHANOTECH, INC.,** a Delaware corporation ("Methanotech") and **CALIFORNIA INSTITUTE OF TECHNOLOGY,** 1200 East California Boulevard, Pasadena, CA 91125 ("Caltech").

WHEREAS, Caltech and Methanotech have entered into a License Agreement also dated as of July 12, 2005 under which Caltech granted to Methanotech a license to certain patents, patent applications and technology (the "License Agreement");

WHEREAS, Sections 6.1 and 6.2 of the License Agreement provide for the issuance of Methanotech common stock, anti-dilution protection and certain registration rights to Caltech, in consideration of Methanotech's receipt of the license rights granted under the License Agreement, as provided herein;

WHEREAS, Methanotech is engaged in negotiations regarding a potential Series A financing, in connection with which it is expected that the common stock will be split 1000-1, and Methanotech will issue Series A Preferred Stock in sequential transactions over a period of approximately one to two years from the date of this Agreement, including 1,000,000 Series A-1 shares at $0.50 per share, 1,084,000 Series A-2 shares at $0.8333 per share, and 915,000 Series A-3 shares at $1.75 per share; provided that there can be no assurance that the Series A financing will be consummated on the terms stated or at all;

WHEREAS, if each tranche of the Series A financing is consummated on the proposed terms, and Methanotech reserves […***…] of its post Series A equity for non-founder employees, and no other equity transactions occur in the intervening period, the equity issued to Caltech under Section 1 of this Agreement would represent […***…] percent of the fully diluted equity of Methanotech, which would then have a valuation (based on the […***…] price and without taking into account differences in value between the preferred stock and common stock) of approximately […***…];

WHEREAS, this Stock Issuance and Stockholder's Rights Agreement is intended to implement Sections 6.1 and 6.2 of the License Agreement and specify more definitively the parties' agreement regarding Caltech's equity interest in Methanotech.

NOW, THEREFORE, the parties agree as follows:

1. <u>Issuance of Stock</u>. Immediately following execution and delivery of this Agreement, Methanotech will issue and deliver to Caltech a notice of issuance of uncertificated securities representing two hundred (200) shares of common stock of Methanotech prior to split described above.

***Confidential Treatment Requested**

2. Anti-Dilution. If the price per common share equivalent received by Methanotech in its […***…] financing represents a valuation of Methanotech as a whole immediately following that financing of less than […***…], then Caltech shall be entitled to receive a number if additional shares of Methanotech common stock calculated as described below in this Section 2. The determination of whether the valuation of Methanotech equals or exceeds the […***…] threshold shall be made by dividing the amount of money received by Methanotech in the […***…] financing, by the maximum number of shares of Methanotech common stock that may be issued upon conversion of all the […***…] issued (and upon full conversion and exercise of other securities, if any, issued as units with the […***…]), and multiplying the resulting quotient by the total number of shares of Methanotech common stock that would be outstanding immediately after the […***…] financing if all outstanding preferred stock, convertible securities, option, warrants and other rights to receive Methanotech common stock (other than any right of Caltech under this Section 2) were fully converted and exercised; this calculation intentionally disregards the difference in value between common stock and preferred stock. The number of additional shares, if any, to which Caltech shall be entitled shall be calculated such that the sum of the shares issued to Caltech pursuant to Section 1 (as adjusted for any intervening splits) plus the shares issued to Caltech pursuant to this Section 2, multiplied by the price per common share equivalent received by Methanotech […***…]. If within three years from the date of this Agreement Methanotech has not consummated a […***…] financing, nor consummated any other financing with an post-investment valuation of Methanotech (calculated in accordance with the above methodology) of at least […***…], nor otherwise, in the reasonable judgment of Methanotech's Board of Directors, otherwise attained a fair value of not less than […***…], then Caltech's anti-dilution rights under this Section 2 shall be replaced with an alternative provision that, in the reasonable judgment of Methanotech's Board of Directors, provides substantially equivalent protection.

3. Piggy Back Registration. Caltech will be entitled to registration of resale of its Methanotech common stock in the first registration statement under the Securities Act of 1933 pertaining to a Methanotech public offering in which any stockholders of Methanotech other than Caltech sell shares. The number of shares that Caltech may include in such registration may be reduced or eliminated if required in order to allow for the registration of all shares requested by the investor in the proposed Series A financing, or otherwise under the terms of any other contract between Methanotech and any party that has purchased Methanotech stock for cash. In the case of any such reduction or elimination, Caltech's rights shall apply to the next registration statement, subject again to the contractual rights of third party cash investors. Caltech's rights under this Section 3 do not apply to any registration statement relating to an employee benefit plan, nor to a registration statement relating to a merger or acquisition transaction. If a registration statement under which Caltech wishes to include its shares is for an underwritten offering, then Caltech's right to include its shares in the registration shall be conditioned upon Caltech's participation in such underwriting. In that case, Caltech shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters

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selected by Methanotech for such underwriting. In connection with any registered offering in which the Methanotech common stock owned by Caltech is included, either Methanotech will bear the Securities and Exchange Commission registration fee, any state qualification fees, printers' and accounting fees, and fees and disbursements of Methanotech's counsel, or, if any such fees are allocated to selling stockholders, then Caltech will bear no more than its pro rata share calculated in a manner consistent with other selling stockholders. Caltech will bear fees of its own legal counsel, if any, and any underwriting discount and commission with respect to its own shares.

4. "Market Stand-Off" Agreement. Caltech hereby agrees that, if this Section 4 is invoked by action of the Board of Directors of Methanotech in the event of any underwritten or public offering of securities of Methanotech or an affiliate, Caltech shall, during a period of time specified by Methanotech but not to exceed 180 days following the effective date of a registration statement filed under the Securities Act of 1933, not directly or indirectly, sell, offer to sell, contract to sell, grant any option to purchase or otherwise transfer any securities of Methanotech held by Caltech, other than securities, if any, that are included in such registration, nor short sell or enter into derivative transactions that are economically equivalent to a sale of such securities. In order to enforce the foregoing covenant, Methanotech may impose stop-transfer instructions with respect to the common stock held by Caltech until the end of such period, and Caltech agrees that, if so requested, Caltech will execute an agreement in the form provided by the underwriter containing terms which are essentially consistent with the provisions of this Section 4.

5. Right of First Refusal and Voting. Caltech acknowledges that the common stock is subject to a right of first refusal as set forth in Section 5 of Methanotech's bylaws. Caltech agrees to sign and become a party to any Voting Agreement pertaining to voting of the Methanotech common stock held by Caltech, if requested to do so by Frances H. Arnold, Matthew W. Peters and Peter Meinhold, or such of them as remain stockholders of Methanotech at the time such agreement is adopted, and if those individuals are also signing the Voting Agreement; the provisions of this sentence shall expire immediately upon the effective date of a registration statement of Methanotech under either the Securities Act of 1933 or the Securities Exchange Act of 1934.

6. Representations and Warranties of Methanotech. Methanotech hereby represents and warrants to Caltech that:

6.1 Capitalization. Methanotech's Certificate of Incorporation authorizes the issuance of up to 3,000 shares of common stock, of which 750 shares have been issued to date.

6.2 Authorization. All corporate action on the part of Methanotech, its officers, directors and stockholders necessary for the authorization, execution and delivery by Methanotech of this Agreement, the performance of all obligations of Methanotech hereunder and the authorization, issuance and delivery of the common stock being issued hereunder, has been taken, and this

Agreement constitutes a valid and legally binding obligation of Methanotech, enforceable against Methanotech in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6.3 Valid Issuance of Securities. The common stock that is being issued hereunder, when issued and delivered in accordance with the terms of this Agreement and the License Agreement, will be duly and validly issued, fully paid and nonassessable.

6.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Methanotech in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Section 25102(f) of the California Corporate Securities Law of 1968, as amended, and the rules thereunder (the "California Blue Sky Law"), other applicable state securities laws and Regulation D of the U.S. Securities Act of 1933, as amended (the "Securities Act").

7. Representations and Warranties of Caltech. Caltech hereby represents and warrants to Methanotech that:

7.1 Authorization. Caltech has full power and authority to enter into this Agreement and has duly authorized, executed and delivered the same. This Agreement constitutes a valid and legally binding obligation of Caltech, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of a specific performance, injunctive relief, or other equitable remedies.

7.2 Accredited Investor Status and Investment Experience. Caltech is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Caltech understands that the acquisition of common stock involves substantial risk. Caltech: (i) has experience as an investor in securities of companies in the development stage and acknowledges that Caltech is able to fend for itself, can bear the economic risk of Caltech's investment in the common stock and has such knowledge and experience in financial or business matters that Caltech is capable of evaluating the merits and risks of this investment in the common stock and protecting its own interests in connection with this investment and (ii) has a preexisting business relationship with Methanotech and certain of its officers, directors or controlling persons of a nature and duration that enables Caltech to be aware of the character, business acumen and financial circumstances of such persons.

7.3 Purchase Entirely for Own Account. Caltech is acquiring the common stock for investment for Caltech's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Caltech has no present intention of selling, granting any participation in, or otherwise distributing the same.

7.4 <u>Restricted Securities</u>. Caltech understands that the issuance to Caltech of the common stock has not been, and will not be, registered under the Securities Act, nor qualified under the California Blue Sky Law, by reason of private placement exemptions from such registration and qualification provisions which depend upon, among other things, the accuracy of Caltech's representations as expressed herein. Caltech understands that the shares of common stock are "restricted securities" under applicable Federal and state securities laws and that, pursuant to these laws, Caltech must hold the common stock indefinitely unless a sale of the common stock is registered with the Securities and Exchange Commission and qualified under state law, or an exemption from such registration and qualification requirements is available. Caltech acknowledges that Methanotech has no obligation to register or qualify any resale of the common stock by Caltech except as expressly provided herein. Caltech further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the common stock, and on requirements relating to Methanotech which are outside of Caltech's control, and which Methanotech is under no obligation and may not be able to satisfy.

7.5 <u>Disclosure of Company Information and Absence of Public Market</u>. Caltech has had an opportunity to review Methanotech's business plan and facilities and to discuss Methanotech's business, management, financial affairs and the terms and conditions of the acquisition of the common stock with Methanotech's management. Methanotech has answered all questions asked by Caltech related to Methanotech and Caltech's acquisition of common stock. Caltech understands that no public market now exists for any of the common stock issued by Methanotech, and that Methanotech has made no assurances that a public market will ever exist for the common stock.

8. <u>Legend</u>. Any certificate, or notice of issuance of uncertificated security, representing the common stock issued to Caltech subject to the provisions of this Agreement may have endorsed thereon a legend or legends to substantially the following effects:

"THE SALE OF THE SHARES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR QUALIFIED UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968, AND SUCH SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNDER THE SECURITIES ACT OF 1933, AND QUALIFICATION UNDER APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO METHANOTECH THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS."

"THE COMMON STOCK REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO, AND MAY BE TRANSFERRED ONLY IN COMPLIANCE WITH, A STOCK PURCHASE AGREEMENT DATED AS OF JULY 12, 2005 BETWEEN METHANOTECH, INC. AND THE HOLDER OF THESE SECURITIES, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF METHANOTECH. BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID AGREEMENT."

9. Miscellaneous.

9.1 Incorporation of Provisions of License Agreement. The following sections of the License Agreement shall apply with equal force to this Stock Issuance and Stockholder's Rights Agreement as if set forth herein: Article 12 Dispute Resolution; Section 14.1 Notices; Section 14.3 Waiver; Section 14.4 Severability; Section 14.6 Counterparts/Facsimiles; and Section 14.7 Governing Law.

9.2 Assignment; Successors and Assigns. Methanotech may assign this Agreement without the consent of Caltech as part of a sale, regardless of whether such a sale occurs through an asset sale, stock sale, merger or other combination, or any other transfer of: (i) substantially all of Methanotech's business; or (ii) that part of Methanotech's business that exercises all rights granted under the Licenses Agreement; provided, however, that (x) Methanotech gives Caltech written notice of the assignment, 30 days' prior to the assignment if practicable and otherwise as promptly as reasonably practicable, including the assignee's contact information, (y) the assignee agrees in writing to be bound by this Agreement, Except as otherwise provided herein, this Agreement and the rights and obligation of the parties hereunder shall inure to the benefit of, and be binding upon, the parties' respective successors, assigns and legal representatives.

9.3 Entire Agreement. This Agreement (together with the License Agreement dated July 12, 2005) constitutes the full and entire understanding and agreement between the parties regarding the matters set forth herein.

IN WITNESS WHEREOF, the parties have caused this Stock Issuance and Stockholder's Rights Agreement to be executed:

CALIFORNIA INSTITUTE OF TECHNOLOGY

By: /s/ […***…]

/s/ […***…]

METHANOTECH, INC.

By: /s/ […***…]
President

***Confidential Treatment Requested**

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS.

Warrant No. 8 Original Issue Date: September 21, 2009

GEVO, INC.

COMMON STOCK WARRANT

THIS IS TO CERTIFY that, for value received, **CDP GEVO, LLC**, a Texas limited liability company ("***CDP***"), is entitled to subscribe for and purchase from **GEVO, INC.**, a Delaware corporation (the "***Company***"), up to 858,000 shares (as adjusted from time to time pursuant to the terms hereof, the "***Warrant Shares***") of the common stock, par value $0.01 per share, of the Company (the "***Common Stock***") at an exercise price equal to $2.70 per share (as adjusted from time to time pursuant to the terms hereof, the "***Exercise Price***"), payable as provided herein, subject to the provisions and adjustments and on the terms and conditions hereinafter set forth. This Common Stock Warrant (this "***Warrant***") is being issued in connection with that certain Commercialization Agreement, dated as of the date hereof, by and among the Company, CDP and Gevo Development, LLC, a Delaware limited liability company ("***Development***") (as it may be amended or restated from time to time, the "***Commercialization Agreement***"). Capitalized terms used in this Warrant, but not otherwise defined, will have the meanings set forth in the Commercialization Agreement.

1. Definitions. In addition to the terms defined elsewhere in this Warrant or the Commercialization Agreement, the following terms have the following respective meanings:

(a) "***Business Day***" shall mean any day other than a Saturday, Sunday or other day when banking institutions in Englewood, Colorado are authorized or required by law or executive order to be closed.

(b) "***Change of Control Event***" shall mean a transaction or series of related transactions (including any merger or consolidation), consummated on or before December 31, 2012, the result of which is (i) the sale, issuance or transfer of 50% or more of the Fully Diluted

Company Shares, (ii) a sale or transfer of all or substantially all of the assets of the Company or (iii) a dividend or distribution to the stockholders of the Company the proceeds of which were obtained at least in part from a recapitalization of the Company or its Subsidiaries; provided, however, that a Change of Control Event shall not include (A) any consolidation or merger effected exclusively to change the domicile of the Company or (B) any transaction or series of transactions for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof.

(c) "***Fully Diluted Company Shares***" shall mean, as of any particular determination date, all outstanding shares of Common Stock, together with all shares of Common Stock that are issuable pursuant to (i) rights, options or warrants to subscribe for, purchase, or otherwise acquire shares of Common Stock, and (ii) securities convertible into, or exchangeable for, shares of Common Stock.

(d) "***Gevo Termination Event***" means the termination of the Commercialization Agreement by the Company pursuant to Section 5.2(b) or Section 5.2(d) thereof.

(e) "***Termination Date***" shall mean the earlier to occur of: (i) the twentieth (20th) Business Day following the occurrence of a Gevo Termination Event, (ii) an act of fraud by CDP, Michael A. Slaney or David N. Black pursuant to Section 3(d), and (iii) the date that is seven years from the date of this Warrant.

2. Exercise of Warrant.

(a) ***Mechanics*****.** The purchase rights represented by this Warrant are exercisable by CDP, in whole or in part, at any time on or before the Termination Date, or from time to time, by delivery of the following to the Company at the address set forth in Section 15 below (or at such other address as it may designate by notice in writing to CDP): (a) this Warrant; (b) the Notice of Exercise attached as **EXHIBIT A** hereto (the "***Notice of Exercise***"), completed and executed on behalf of CDP; and (c) payment of the applicable Exercise Price for the Warrant Shares being purchased in cash or by check; provided, however, that CDP shall only be entitled to exercise the purchase rights represented by this Warrant with respect to those Warrant Shares that are vested and exercisable as of the exercise date pursuant to Section 3 below.

(b) ***Certificates; Partial Exercise.***

(i) Any shares of Common Stock purchased hereunder shall be deemed to have been issued to CDP as the record owner of such shares immediately prior to the close of business on the date that this Warrant shall have been surrendered and delivery of payment for such shares shall have been made as required hereby. As soon as practicable after exercise of this Warrant in full or in part, the Company will cause to be issued in the name of and delivered to CDP, a certificate or certificates for the number of fully paid and non-assessable shares of Common Stock to which CDP shall be entitled upon such exercise.

(ii) In the event that this Warrant is exercised in part, the Company will execute and deliver to CDP a new warrant of like tenor, in the name of CDP, which shall be exercisable for a number of shares of Common Stock equal to the number of shares of Common Stock (as adjusted) provided for on the face of this Warrant, minus the number of shares of Common Stock theretofore purchased pursuant to Section 2(a); *provided, however,* that this Warrant and all rights and options hereunder shall expire and be void as of the Termination Date.

(c) ***Conditional Exercise.*** Notwithstanding any other provision of this Warrant, if the exercise of all or any portion of this Warrant is to be made in connection with a Change of Control Event or a registered public offering, such exercise may, at the election of CDP, be conditioned upon consummation of such transaction or event in which case such exercise shall not be deemed effective until the consummation of such transaction or event.

3. Vesting.

(a) ***Vesting***. The Warrant Shares issued and issuable upon exercise of this Warrant shall vest in accordance with the following schedule:

[…***…]

(b) […***…]

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(c) ***Termination of Vesting.*** Notwithstanding the provisions of Sections 3(a) and 3(b), no unvested Warrant Shares shall vest on or after the date of a Gevo Termination Event.

(d) ***Forfeiture of Vested Shares.*** Notwithstanding the provisions of Sections 3(a) and 3(b), in the event of fraud by CDP, Michael A. Slaney or David N. Black, as a consequence of which the Company or Development suffers damages, this Warrant shall be null and void *ab initio* and all Warrant Shares, whether vested or unvested, shall be immediately forfeited, without consideration, to the Company.

4. Reservation of Stock. The Company covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized, and in reserve, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrant Shares represented by this Warrant.

5. Compliance with Securities Act.

(a) ***Acquisition for Personal Account.*** CDP, by acceptance of this Warrant, agrees that the entire legal and beneficial interests of the Warrant and the Warrant Shares to be issued upon exercise hereof are being acquired solely for its own account for investment and not with a view to or for sale or distribution.

(b) ***Securities are not Registered.***

(i) CDP understands that this Warrant and the Warrant Shares to be issued upon exercise hereof have not been registered under the Securities Act of 1933, as amended (the ***"Securities Act"***), on the basis that no distribution or public offering of the stock of the Company is to be effected. CDP realizes that the basis for the exemption may not be present if, notwithstanding its representations, CDP has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities. CDP has no such present intention.

(ii) CDP recognizes that this Warrant and the Warrant Shares to be issued upon exercise hereof must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. CDP recognizes that the Company has no obligation to register this Warrant or the Warrant Shares to be issued upon exercise hereof, or to comply with any exemption from such registration except as expressly set forth in this Warrant. CDP represents that it is familiar with Rule 144 promulgated under the Securities Act, and understands the resale limitations imposed thereby and by the Securities Act.

(c) ***Dispositions.*** CDP further agrees not to make any disposition of all or any part of this Warrant or the Warrant Shares to be issued upon exercise hereof in any event unless and until:

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(i) The Company shall have received a letter secured by CDP from the Securities and Exchange Commission stating that no action will be recommended to the Commission with respect to the proposed disposition;

(ii) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with said registration statement; or

(iii) CDP shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, CDP shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, for CDP to the effect that such disposition will not require registration of such Warrant or Warrant Shares under the Securities Act or any applicable state securities laws.

(iv) CDP understands and agrees that all certificates evidencing Warrant Shares to be issued to CDP may bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

(d) ***Receipt of Information; Accredited Investor.*** By acceptance of this Warrant, CDP specifically represents and warrants to the Company as follows:

(i) CDP believes it has received all the information it considers necessary or appropriate for deciding whether to acquire this Warrant. CDP further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties and financial condition of the Company.

(ii) CDP (A) is an "accredited investor" as defined in Regulation D under the Securities Act, (B) can bear the economic risk of its investment in the Warrant and the Warrant Shares to be issued upon exercise hereof, and (C) has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Shares to be issued upon exercise hereof.

6. Protection Against Dilution. In the event of changes in the outstanding Common Stock by reason of stock dividends, split-ups, recapitalizations, reclassifications, combinations or exchanges of shares, separations, merger, consolidation, reorganizations, liquidations, or the like, the number and class of Warrant Shares available under the Warrant in the aggregate and the Exercise Price shall be correspondingly adjusted to give CDP, on exercise for the same aggregate Exercise Price, the total number, class, and kind of shares as CDP would have owned had the Warrant been exercised prior to the event and had CDP continued to hold such shares until after the event requiring adjustment. The form of this Warrant need not be changed because of any adjustment in the number of Warrant Shares subject to this Warrant or to the Exercise Price specified in this Warrant.

7. Fractional Shares. Fractional shares shall not be issued upon the exercise of this Warrant but in any case where CDP would, except for the provisions of this Section 7, be entitled under the terms hereof to receive a fractional share upon the complete exercise of this Warrant, the Company shall, upon the exercise of this Warrant for the largest number of whole shares then called for, pay a sum in cash equal to the excess of the value of such fractional share (as determined by the Company's Board of Directors in good faith) over the proportional part of the Exercise Price represented by such fractional share.

8. Fully Paid Stock; Taxes. The Company covenants and agrees that the shares of Common Stock issued upon exercise of this Warrant in accordance with its terms shall, at the time of such delivery, be validly issued and outstanding and be fully paid and nonassessable. CDP covenants and agrees that it shall pay when due and payable any and all federal and state taxes (other than income taxes) that may be payable in respect of this Warrant or any Common Stock or certificates therefor upon the exercise of this Warrant in accordance with its terms.

9. Market Stand-Off Agreement. CDP shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) held by CDP, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act, but in no event on terms less favorable than the terms applicable to the Chief Executive Officer of the Company. CDP agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriter(s) which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to such Common Stock (or other securities) until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 9 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

10. Restriction on Transferability of Warrant and Unvested Warrant Shares. In addition to any other limitation on transfer created by applicable securities laws: (a) this Warrant shall not be transferable; and (b) CDP shall not sell, assign, transfer, hypothecate, donate, encumber or otherwise dispose of any interest in any Warrant Shares that are deemed unvested pursuant to the terms of this Warrant.

11. Representations of the Company. The Company represents and warrants to CDP that: (a) the Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the requisite power and authority to execute, deliver, and perform this Warrant and the other certificates, documents and instruments to be executed by it pursuant to this Warrant; (b) the Company has taken all corporate action necessary to permit it to execute and deliver this Warrant and the other certificates, documents, and instruments to be executed by it pursuant to this Warrant and to carry out the terms hereof and thereof; (c) this

Warrant and each such certificate, document, and instrument related hereto have been or will be duly executed and delivered by the Company and, when duly executed and delivered by the Company, will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application related to the enforcement of creditor's rights generally, and (ii) general principles of equity, and (d) the Company is not required to obtain any order, consent, approval or authorization of, or to make any declaration or filing with, any third party or governmental authority in connection with the execution and delivery of this Warrant and the other documents and instruments to be executed by it pursuant hereto or the consummation of the transactions contemplated hereby and thereby, except for such order, consent, approval, authorization, declaration or filing as has been obtained.

12. Mutilated, Lost, Stolen or Destroyed Warrant. In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new Warrant of like date, tenor and denomination and deliver the same in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or in lieu of any Warrant lost, stolen or destroyed, upon receipt of evidence satisfactory to the Company of the loss, theft or destruction of such Warrant, and upon receipt of indemnity satisfactory to the Company.

13. Warrant Holder Not Stockholder. This Warrant does not confer upon CDP any right to vote or to consent as a stockholder of the Company, as such, in respect of any matters whatsoever, or any other rights or liabilities as a stockholder, prior to the exercise hereof as hereinbefore provided.

14. Severability. Should any part of this Warrant for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Warrant had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they would have executed and accepted the remaining portion of this Warrant without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid.

15. Notices. Any notice or other communication required or permitted to be delivered to either party shall be in writing and given by personal delivery, by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as specified below (or to such other address or facsimile number as any party may give in a notice given in accordance with the provisions hereof).

(a) if to the Company:

GEVO, INC.
345 INVERNESS DRIVE SOUTH, BUILDING C, SUITE 310
ENGLEWOOD, CO 80112
[…***…]

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with a copy to *(which shall not constitute notice)*:

PAUL, HASTINGS, JANOFSKY & WALKER LLP
4747 EXECUTIVE DRIVE, 12TH FLOOR
SAN DIEGO, CA 92121
[…***…]

(b) if to CDP:

CDP GEVO, LLC.
[…***…]

All notices, requests, or other communications will be effective and deemed given only (i) if given by personal delivery, upon such personal delivery, (ii) if sent for next day delivery by overnight delivery service, on the next date of delivery as confirmed by written confirmation of delivery, (iii) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a Business Day, or is received on a day that is not a Business Day, then such notice, request or communication will not be deemed effective or given until the next succeeding Business Day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

16. Acceptance. Receipt of this Warrant by CDP shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

17. Governing Law. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions.

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IN WITNESS WHEREOF, GEVO, INC. has caused this Common Stock Warrant to be signed by a duly authorized officer as of September 21, 2009.

GEVO, INC.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Its: Chief Executive Officer

Acknowledged and Agreed:

CDP GEVO, LLC

By: /s/ Michael A. Slaney
Name: Michael A. Slaney
Its: Managing Partner

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THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*1933 ACT*"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS SUCH SALE OR TRANSFER IS IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS IS AVAILABLE WITH RESPECT THERETO.

PREFERRED STOCK PURCHASE WARRANT

Warrant No. __________

Number of Shares: a maximum of 15,000
Series A-3 Preferred Stock
Subject to determination as set for the below

GEVO, INC.

Effective as of December 18, 2006

Void after December 18, 2013

1. Issuance. This Preferred Stock Purchase Warrant (the "*Warrant*") is issued to **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** by **GEVO, INC.**, a Delaware corporation (hereinafter with its successors called the "*Company*").

2. Purchase Price; Number of Shares.

(a) The registered holder of this Warrant (the "*Holder*"), is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the Company, at a price per share of $1.75 (the "*Purchase Price*"), up to a maximum of 15,000 fully paid and nonassessable shares of the Company's Series A-3 Preferred Stock, $0.01 par value (the "*Preferred Stock*"). Commencing on the date hereof, 8,571 (the "*Exercise Quantity*") of shares of Preferred Stock are immediately available for purchase hereunder.

(b) On the Commitment Termination Date or such earlier termination of this Warrant in accordance with the terms hereof, the Exercise Quantity shall automatically be increased by such additional number of shares as is equal to (A) 1.5% of the amount of Aggregate Advances funded under the Loan Agreement, if any, divided by (B) the Purchase Price.

In addition to other terms which may be defined herein, the following terms, as used in this Warrant, shall have the following meanings:

(i) "Aggregate Advances" means the aggregate original dollar amount of Advances made under the Loan Agreement, whether such Advances are outstanding or prepaid, at the time of any scheduled adjustment to the Exercise Quantity.

(ii) "Loan Agreement" means that certain Loan and Security Agreement No. 5441 dated December 18, 2006 between the Company and Lighthouse Capital Partners V, L.P.

Any term not defined herein shall have the meaning as set forth in the Loan Agreement.

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

3. Payment of Purchase Price. The Purchase Price may be paid (i) in cash or by check, (ii) by the surrender by the Holder to the Company of any promissory notes or other obligations issued by the Company, with all such notes and obligations so surrendered being credited against the Purchase Price in an amount equal to the principal amount thereof plus accrued interest to the date of surrender, or (iii) by any combination of the foregoing.

4. Net Issue Election. The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares of Preferred Stock equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the net issue election notice annexed hereto duly executed, at the principal office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Preferred Stock as is computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

where: X = the number of shares of Preferred Stock to be issued to the Holder pursuant to this **Section 4**.

Y = the number of shares of Preferred Stock covered by this Warrant in respect of which the net issue election is made pursuant to this **Section 4**.

A = the Fair Market Value (defined below) of one share of Preferred Stock, as determined at the time the net issue election is made pursuant to this **Section 4**.

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this **Section 4**.

"*Fair Market Value*" of a share of Preferred Stock (or fully paid and nonasessable shares of the Company's common stock, $0.01 par value (the "*Common Stock*") if the Preferred Stock has been automatically converted into Common Stock) as of the date that the net issue election is made (the "*Determination Date*") shall mean:

(i) If the net issue election is made in connection with and contingent upon the closing of the sale of the Company's Common Stock to the public in a public offering pursuant to a Registration Statement under the 1933 Act (a "*Public Offering*"), and if the Company's Registration Statement relating to such Public Offering ("*Registration Statement*") has been declared effective by the Securities and Exchange Commission, then the initial "Price to Public" specified in the final prospectus with respect to such offering multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

(ii) If the net issue election is not made in connection with and contingent upon a Public Offering, then as follows:

(a) If traded on a securities exchange or the Nasdaq National Market, the fair market value of the Common Stock shall be deemed to be the average of the closing or last reported sale prices of the Common Stock on such exchange or market over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible;

(b) If otherwise traded in an over-the-counter market, the fair market value of the Common Stock shall be deemed to be the average of the closing ask prices of the Common Stock over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible; and

(c) If there is no public market for the Common Stock, then fair market value shall be determined in good faith by the Company's Board of Directors.

5. Partial Exercise. This Warrant may be exercised in part, and the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

6. Fractional Shares. In no event shall any fractional share of Preferred Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant in its entirety, the Holder would, except as provided in this **Section 6**, be entitled to receive a fractional share of Preferred Stock, then the Company shall issue the next higher number of full shares of Preferred Stock, issuing a full share with respect to such fractional share.

7. Expiration Date; Automatic Exercise. This Warrant shall expire at the earliest to occur of (the "*Expiration Date*") (i) at the close of business on December 18, 2013; (ii) three years after the closing of the initial Public Offering; of the Company on the NASDAQ or other stock exchange in the United States, and shall be void thereafter.

Notwithstanding the term of this Warrant fixed pursuant to this *Section 7*, and provided Holder has received advance written notice of at least twenty (20) days and has not earlier exercised this Warrant, and provided this Warrant has not been assumed by the successor entity (or parent thereof), upon the consummation of a Merger (as defined below), this Warrant shall automatically be exercised pursuant to **Section 4** hereof, without any action by Holder. "*Merger*" means: (1) a sale of all or substantially all of the Company's assets to an Unaffiliated Entity (as defined below), or (ii) the merger, consolidation or acquisition of the Company with, into or by an Unaffiliated Entity (other than a merger or consolidation for the principle purpose of changing the domicile of the Company or a bona fide round of preferred stock equity financing), that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company. "*Unaffiliated Entity*" means any entity that is owned or controlled by parties who own less than twenty percent (20%) of the combined voting power of the voting securities of the Company immediately prior to such merger, consolidation or acquisition. Notwithstanding the foregoing, in the event that any outstanding warrants to purchase equity securities of the Company are assumed by the successor entity of a Merger (or parent thereof), this Warrant shall also be similarly assumed. The Company agrees to promptly give the Holder written notice of any proposed Merger and written notice of termination of any proposed Merger. Notwithstanding anything to the contrary in this Warrant, the Holder may rescind any exercise of its purchase rights after a notice of termination of the proposed Merger if the exercise of this Warrant occurred after the Company notified the Holder that the Merger was proposed or if the exercise was otherwise precipitated by such proposed Merger, provided, however that such rescission right must be exercised within thirty (30) days of receipt of such written notice of termination of the proposed Merger. In the event of such rescission, this Warrant will continue to be exercisable on the same terms and conditions.

8. Reserved Shares; Valid Issuance. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of Preferred Stock and Common Stock free from all preemptive or similar rights therein, as will be sufficient to permit, respectively, the exercise of this Warrant in full and the conversion into shares of Common Stock of all shares of Preferred Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise and/or conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. Stock Splits and Dividends. If after the date hereof the Company shall subdivide the Preferred Stock, by split-up or otherwise, or combine the Preferred Stock, or issue additional shares of Preferred Stock in

payment of a stock dividend on the Preferred Stock, the number of shares of Preferred Stock issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, and the Purchase Price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

10. Adjustments for Diluting Issuances. The other antidilution rights applicable to the Preferred Stock and the Common Stock of the Company are set forth in the Amended and Restated Certificate of Incorporation, as amended from time to time (the "*Articles*"), a true and complete copy in its current form which is attached hereto as ***Exhibit A***. Such rights shall not be restated, amended or modified in any manner which affects the Holder differently than the holders of Preferred Stock without such Holder's prior written consent. The Company shall promptly provide the Holder hereof with any restatement, amendment or modification to the Articles promptly after the same has been made.

11. Mergers and Reclassifications. If after the date hereof the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Preferred Stock which might have been purchased by the Holder immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder and the provisions relating to the net issue election) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof. For the purposes of this **Section 11**, the term "*Reorganization*" shall include without limitation any reclassification, capital reorganization or change of the. Preferred Stock (other than as a result of a subdivision, combination or stock dividend provided for in **Section 9** hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding Preferred Stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company.

12. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate of the Company's chief financial officer setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase, sell or otherwise acquire or dispose of any shares of stock of any class or any other securities or property, or to receive any other right;

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets; or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then in each such event the Company will provide or cause to be provided to the Holder a written notice thereof. Such notice shall be provided at least twenty (20) business days prior to the date specified in such notice on which any such action is to be taken.

14. Representations, Warranties and Covenants. This Warrant is issued and delivered by the Company and accepted by each Holder on the basis of the following representations, warranties and covenants made by the Company:

(a) The Company has all necessary authority to issue, execute and deliver this Warrant and to perform its obligations hereunder. This Warrant has been duly authorized issued, executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) The shares of Preferred Stock issuable upon the exercise of this Warrant have been duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully paid and nonassessable.

(c) The issuance, execution and delivery of this Warrant do not, and the issuance of the shares of Preferred Stock upon the exercise of this Warrant in accordance with the terms hereof will not, (i) violate or contravene the Company's Articles or by-laws, or any law, statute, regulation, rule, judgment or order applicable to the Company, (ii) violate, contravene or result in a breach or default under any contract, agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound or (iii) require the consent or approval of or the filing of any notice or registration with any person or entity.

(d) As long as this Warrant is, or any shares of Preferred Stock issued upon exercise of this Warrant or any shares of Common Stock issued upon conversion of such shares of Preferred Stock are, issued and outstanding, the Company will provide to the Holder the financial and other information described in the Loan Agreement.

(e) So long as this Warrant has not terminated, Holder shall be entitled to receive such financial and other information as the Holder would be entitled to receive under the Stock Purchase Agreement applicable to the Preferred Stock if Holder were a holder of that number of shares issuable upon full exercise of this Warrant.

(f) As of the date hereof, the authorized capital stock of the Company consists of (i) 10,015,000 shares of Common Stock, of which 950,000 shares are issued and outstanding and 15,000 shares are reserved for issuance upon the exercise of this Warrant with respect to Common Stock and the conversion of the Preferred Stock into Common Stock if this Warrant is exercised with respect to Preferred Stock, (ii) 1,000,000 shares of Series A-1 Preferred Stock, all of which are issued and outstanding shares, (iii) 1,084,000 shares of Series A-2 Preferred Stock, all of which are issued and outstanding shares, and (iv) 930,000 shares of Series A-3 Preferred Stock, of which 915,000 are issued and outstanding shares and 15,000 shares are reserved for issuance upon exercise of this Warrant with respect to Series A-3 Preferred Stock in this Warrant. Attached hereto as ***Exhibit B*** is a capitalization table summarizing the capitalization of the Company. Once per calendar quarter, the Company will provide Holder with a current capitalization table indicating changes, if any, to the number of outstanding shares of common stock and preferred stock.

15. Registration Rights. The Company grants to the Holder all the rights of a "Holder" and an "Investor" under the Company's Investors' Rights Agreement dated as of August 5, 2005 (the "*Rights Agreement*"), including, without limitation, the registration rights contained therein, and agrees to amend the Rights Agreement so that (i) the shares of Common Stock issuable upon conversion of the shares of Preferred Stock issuable upon exercise of this Warrant shall be "*Registrable Securities*," and (ii) the Holder shall be a "Holder" and an "Investor" for all purposes of such Rights Agreement.

16. Amendment. The terms of this Warrant may be amended, modified or waived only with the written consent of the Holder.

17. Representations and Covenants of the Holder. This Warrant has been entered into by the Company in reliance upon the following representations and covenants of the Holder, which by its execution hereof the Holder hereby confirms:

(a) Investment Purpose. The right to acquire Preferred Stock or the Preferred Stock issuable upon exercise of the Holder’s rights contained herein will be acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Accredited Investor. Holder is an “accredited investor” within the meaning of the Securities and Exchange Rule 501 of Regulation D, as presently in effect.

(c) Private Issue. The Holder understands (i) that the Preferred Stock issuable upon exercise of the Holder’s rights contained herein is not registered under the 1933 Act or qualified under applicable state securities laws on the ground that the issuance contemplated by this Warrant will be exempt from the registration and qualifications requirements thereof, and (ii) that the Company’s reliance on such exemption is predicated on the representations set forth in this **Section 17.**

(d) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

18. Notices, Transfers, Etc.

(a) Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at the address most recently provided by the Holder to the Company.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the assignment notice annexed hereto duly executed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the assignment hereof properly endorsed, by the Holder for transfer with respect to a portion of the shares of Preferred Stock purchasable hereunder, the Company shall issue a new warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of an affidavit of the Holder or other evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant

19. No Impairment. The Company will not, by amendment of its Articles or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

20. Governing Law. The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its principles regarding conflicts of laws.

21. Successors and Assigns. This Warrant shall be binding upon the Company’s successors and assigns and shall inure to the benefit of the Holder’s successors, legal representatives and permitted assigns.

22. Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday or Sunday or a legal holiday in California, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

23. Qualifying Public Offering. If the Company shall effect a firm commitment underwritten public offering of shares of Common Stock which results in the conversion of the Preferred Stock into Common Stock pursuant to the Company's Articles in effect immediately prior to such offering, then, effective upon such conversion, this Warrant shall change from the right to purchase shares of Preferred Stock to the right to purchase shares of Common Stock, and the Holder shall thereupon have the right to purchase, at a total price equal to that payable upon the exercise of this Warrant in full, the number of shares of Common Stock which would have been receivable by the Holder upon the exercise of this Warrant for shares of Preferred Stock immediately prior to such conversion of such shares of Preferred Stock into shares of Common Stock, and in such event appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including, without limitation, the provisions for the adjustment of the Purchase Price and of the number of shares purchasable upon exercise of this Warrant and the provisions relating to the net issue election) shall thereafter be applicable to any shares of Common Stock deliverable upon the exercise hereof.

24. Value. The Company and the Holder agree that the value of this Warrant on the date of grant is $100.

GEVO, INC.

By:	/s/ Matthew W. Peters
Name:	Matthew W. Peters
Title:	President

AMENDMENT NO. 01

Dated April 30, 2007

TO

that certain Series A-3 Preferred Stock Warrant Agreement dated as of December 18, 2006, ("*Warrant*")
by and between **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** ("*Holder*")
and **GEVO, INC.,** ("*Company*").

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Warrant)

Without limiting or amending any other provisions of the Warrant, Holder and Company agree to the following:

a) Section 2 shall be deleted and replaced with the following:

2. Purchase Price; Number of Shares.

(a) The registered holder of this Warrant (the "*Holder*"), is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the Company, at a price per share of $1.75 (the "*Purchase Price*"), up to a maximum of 15,000 fully paid and nonassessable shares of the Company's Series A-3 Preferred Stock, $0.01 par value (the "*Preferred Stock*"). Commencing on the date hereof, 8,571 (the "*Exercise Quantity*") of shares of Preferred Stock are immediately available for purchase hereunder.

(b) On the Commitment Termination Date or such earlier termination of this Warrant in accordance with the terms hereof, the Exercise Quantity shall automatically be increased by such additional number of shares as is equal to (A) 1.5% of the amount of Aggregate Advances funded under Commitment One of the Loan Agreement, if any, divided by (B) the Purchase Price.

In addition to other terms which may be defined herein, the following terms, as used in this Warrant, shall have the following meanings:

(i) "Aggregate Advances" means the aggregate original dollar amount of Advances made under Commitment One of the Loan Agreement, whether such Advances are outstanding or prepaid, at the time of any scheduled adjustment to the Exercise Quantity.

(ii) "Loan Agreement" means that certain Loan and Security Agreement No. 5441 dated December 18, 2006 between the Company and Lighthouse Capital Partners V, L.P., as amended.

Any term not defined herein shall have the meaning as set forth in the Loan Agreement.

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

Except as amended hereby, the Warrant remains unmodified and unchanged.

COMPANY:	**HOLDER:**
GEVO, INC.	**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**
By: /s/ Matthew W. Peters	By: **LIGHTHOUSE MANAGEMENT PARTNERS V, L.L.C.**, its general partner
Name: Matthew W. Peters	By: /s/ Thomas Conneely
Title: President	Name: Thomas Conneely
	Title: Vice President

Exhibit 4.6

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*1933 ACT*"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS SUCH SALE OR TRANSFER IS IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS IS AVAILABLE WITH RESPECT THERETO.

PREFERRED STOCK PURCHASE WARRANT

Warrant No. 2	Number of Shares: a maximum of 15,021 Series A-4 Preferred Stock Subject to determination as set for the below

GEVO, INC.

Effective as of April 30, 2007

Void after April 30, 2014

1. Issuance. This Preferred Stock Purchase Warrant (the "*Warrant*") is issued to **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** by **GEVO INC.**, a Delaware corporation (hereinafter with its successors called the "*Company*").

2. Purchase Price; Number of Shares.

(a) The registered holder of this Warrant (the "*Holder*"), is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the Company, at a price per share of $2.33 (the "*Purchase Price*"), up to a maximum of 15,021 fully paid and nonassessable shares of the Company's Series A-4 Preferred Stock, $0.01 par value (the "*Preferred Stock*"). Commencing on the date hereof, 8,583 (the "*Exercise Quantity*") of shares of Preferred Stock are immediately available for purchase hereunder.

(b) On the Commitment Termination Date or such earlier termination of this Warrant in accordance with the terms hereof, the Exercise Quantity shall automatically be increased by such additional number of shares as is equal to (A) 1.5% of the amount of Aggregate Advances funded under Commitment Two of the Loan Agreement, if any, divided by (B) the Purchase Price.

In addition to other terms which may be defined herein, the following terms, as used in this Warrant, shall have the following meanings:

(i) "Aggregate Advances" means the aggregate original dollar amount of Advances made under Commitment Two of the Loan Agreement, whether such Advances are outstanding or prepaid, at the time of any scheduled adjustment to the Exercise Quantity.

(ii) "Loan Agreement" means that certain Loan and Security Agreement No. 5441 dated December 18, 2006 between the Company and Lighthouse Capital Partners V, L.P., as amended.

Any term not defined herein shall have the meaning as set forth in the Loan Agreement.

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

3. Payment of Purchase Price. The Purchase Price may be paid (i) in cash or by check, (ii) by the surrender by the Holder to the Company of any promissory notes or other obligations issued by the Company, with all such notes and obligations so surrendered being credited against the Purchase Price in an amount equal to the principal amount thereof plus accrued interest to the date of surrender, or (iii) by any combination of the foregoing.

4. Net Issue Election. The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares of Preferred Stock equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the net issue election notice annexed hereto duly executed, at the principal office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Preferred Stock as is computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

where: X = the number of shares of Preferred Stock to be issued to the Holder pursuant to this **Section 4**.

Y = the number of shares of Preferred Stock covered by this Warrant in respect of which the net issue election is made pursuant to this **Section 4**.

A = the Fair Market Value (defined below) of one share of Preferred Stock, as determined at the time the net issue election is made pursuant to this **Section 4**.

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this **Section 4**.

"*Fair Market Value*" of a share of Preferred Stock (or fully paid and nonassessable shares of the Company's common stock, $0.01 par value (the "*Common Stock*") if the Preferred Stock has been automatically converted into Common Stock) as of the date that the net issue election is made (the "*Determination Date*") shall mean:

(i) If the net issue election is made in connection with and contingent upon the closing of the sale of the Company's Common Stock to the public in a public offering pursuant to a Registration Statement under the 1933 Act (a "*Public Offering*"), and if the Company's Registration Statement relating to such Public Offering ("*Registration Statement*") has been declared effective by the Securities and Exchange Commission, then the initial "Price to Public" specified in the final prospectus with respect to such offering multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

(ii) If the net issue election is not made in connection with and contingent upon a Public Offering, then as follows:

(a) If traded on a securities exchange or the Nasdaq National Market, the fair market value of the Common Stock shall be deemed to be the average of the closing or last reported sale prices of the Common Stock on such exchange or market over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible;

(b) If otherwise traded in an over-the-counter market, the fair market value of the Common Stock shall be deemed to be the average of the closing ask prices of the Common Stock over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible; and

(c) If there is no public market for the Common Stock, then fair market value shall be determined in good faith by the Company's Board of Directors.

5. Partial Exercise. This Warrant may be exercised in part, and the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

6. Fractional Shares. In no event shall any fractional share of Preferred Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant in its entirety, the Holder would, except as provided in this Section 6, be entitled to receive a fractional share of Preferred Stock, then the Company shall issue the next higher number of full shares of Preferred Stock, issuing a full share with respect to such fractional share.

7. Expiration Date; Automatic Exercise. This Warrant shall expire at the earliest to occur of (the "*Expiration Date*") (i) at the close of business on April 30, 2014; (ii) three years after the closing of the initial Public Offering; of the Company on the NASDAQ or other stock exchange in the United States, and shall be void thereafter.

Notwithstanding the term of this Warrant fixed pursuant to this **Section 7**, and provided Holder has received advance written notice of at least twenty (20) days and has not earlier exercised this Warrant, and provided this Warrant has not been assumed by the successor entity (or parent thereof), upon the consummation of a Merger (as defined below), this Warrant shall automatically be exercised pursuant to **Section 4** hereof, without any action by Holder. "*Merger*" means: (i) a sale of all or substantially all of the Company's assets to an Unaffiliated Entity (as defined below), or (ii) the merger, consolidation or acquisition of the Company with, into or by an Unaffiliated Entity (other than a merger or consolidation for the principle purpose of changing the domicile of the Company or a bona fide round of preferred stock equity financing), that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company. "*Unaffiliated Entity*" means any entity that is owned or controlled by parties who own less than twenty percent (20%) of the combined voting power of the voting securities of the Company immediately prior to such merger, consolidation or acquisition. Notwithstanding the foregoing, in the event that any outstanding warrants to purchase equity securities of the Company are assumed by the successor entity of a Merger (or parent thereof), this Warrant shall also be similarly assumed. The Company agrees to promptly give the Holder written notice of any proposed Merger and written notice of termination of any proposed Merger. Notwithstanding anything to the contrary in this Warrant, the Holder may rescind any exercise of its purchase rights after a notice of termination of the proposed Merger if the exercise of this Warrant occurred after the Company notified the Holder that the Merger was proposed or if the exercise was otherwise precipitated by such proposed Merger, provided, however that such rescission right must be exercised within thirty (30) days of receipt of such written notice of termination of the proposed Merger. In the event of such rescission, this Warrant will continue to be exercisable on the same terms and conditions.

8. Reserved Shares; Valid Issuance. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of Preferred Stock and Common Stock free from all preemptive or similar rights therein, as will be sufficient to permit, respectively, the exercise of this Warrant in full and the conversion into shares of Common Stock of all shares of Preferred Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise and/or conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. Stock Splits and Dividends. If after the date hereof the Company shall subdivide the Preferred Stock, by split-up or otherwise, or combine the Preferred Stock, or issue additional shares of Preferred Stock in

payment of a stock dividend on the Preferred Stock, the number of shares of Preferred Stock issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, and the Purchase Price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

10. Adjustments for Diluting Issuances. The other antidilution rights applicable to the Preferred Stock and the Common Stock of the Company are set forth in the Amended and Restated Certificate of Incorporation, as amended from time to time (the "*Articles*"), a true and complete copy in its current form which is attached hereto as *Exhibit A*. Such rights shall not be restated, amended or modified in any manner which affects the Holder differently than the holders of Preferred Stock without such Holder's prior written consent. The Company shall promptly provide the Holder hereof with any restatement, amendment or modification to the Articles promptly after the same has been made.

11. Mergers and Reclassifications. If after the date hereof the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Preferred Stock which might have been purchased by the Holder immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder and the provisions relating to the net issue election) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof. For the purposes of this **Section 11,** the term "*Reorganization*" shall include without limitation any reclassification, capital reorganization or change of the Preferred Stock (other than as a result of a subdivision, combination or stock dividend provided for in **Section 9** hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding Preferred Stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company.

12. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate of the Company's chief financial officer setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase, sell or otherwise acquire or dispose of any shares of stock of any class or any other securities or property, or to receive any other right;

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets; or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then in each such event the Company will provide or cause to be provided to the Holder a written notice thereof. Such notice shall be provided at least twenty (20) business days prior to the date specified in such notice on which any such action is to be taken.

14. Representations, Warranties and Covenants. This Warrant is issued and delivered by the Company and accepted by each Holder on the basis of the following representations, warranties and covenants made by the Company:

(a) The Company has all necessary authority to issue, execute and deliver this Warrant and to perform its obligations hereunder. This Warrant has been duly authorized issued, executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) The shares of Preferred Stock issuable upon the exercise of this Warrant have been duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully paid and nonassessable.

(c) The issuance, execution and delivery of this Warrant do not, and the issuance of the shares of Preferred Stock upon the exercise of this Warrant in accordance with the terms hereof will not, (i) violate or contravene the Company's Articles or by-laws, or any law, statute, regulation, rule, judgment or order applicable to the Company, (ii) violate, contravene or result in a breach or default under any contract, agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound or (iii) require the consent or approval of or the filing of any notice or registration with any person or entity.

(d) As long as this Warrant is, or any shares of Preferred Stock issued upon exercise of this Warrant or any shares of Common Stock issued upon conversion of such shares of Preferred Stock are, issued and outstanding, the Company will provide to the Holder the financial and other information described in the Loan Agreement.

(e) So long as this Warrant has not terminated, Holder shall be entitled to receive such financial and other information as the Holder would be entitled to receive under the Stock Purchase Agreement applicable to the Preferred Stock if Holder were a holder of that number of shares issuable upon full exercise of this Warrant.

(f) As of the date hereof, the authorized capital stock of the Company consists of (i) 10,000,000 shares of Common Stock, of which 950,000 shares are issued and outstanding and 30,021 shares are reserved for issuance upon exercise of warrants (including this Warrant) with respect to Common Stock and the conversion of Preferred Stock into Common Stock if such warrants are exercised with respect to Preferred Stock, (ii) 1,000,000 shares of Series A-1 Preferred Stock, all of which are issued and outstanding shares, (iii) 1,084,000 shares of Series A-2 Preferred Stock, all of which are issued and outstanding shares, (iv) 930,000 shares of Series A-3 Preferred Stock, of which 915,000 are issued and outstanding shares, and (v) 873,390 shares of Series A-4 Preferred Stock, of which 858,369 are issued and outstanding shares and 15,021 shares are reserved for issuance upon exercise of this Warrant with respect to Series A-4 Preferred Stock in this Warrant. Attached hereto as ***Exhibit B*** is a capitalization table summarizing the capitalization of the Company. Once per calendar quarter, the Company will provide Holder with a current capitalization table indicating changes, if any, to the number of outstanding shares of common stock and preferred stock.

15. Registration Rights. The Company grants to the Holder all the rights of a "Holder" and an "Investor" under the Company's Amended and Restated Investors' Rights Agreement dated as of April 25, 2007 (the "*Rights Agreement*"), including, without limitation, the registration rights contained therein, and agrees, if necessary, to amend the Rights Agreement so that (i) the shares of Common Stock issuable upon conversion of the shares of Preferred Stock issuable upon exercise of this Warrant shall be "*Registrable Securities*," and (ii) the Holder shall be a "Holder" and an "Investor" for all purposes of such Rights Agreement.

16. Amendment. The terms of this Warrant may be amended, modified or waived only with the written consent of the Holder.

17. Representations and Covenants of the Holder. This Warrant has been entered into by the Company in reliance upon the following representations and covenants of the Holder, which by its execution hereof the Holder hereby confirms:

(a) Investment Purpose. The right to acquire Preferred Stock or the Preferred Stock issuable upon exercise of the Holder's rights contained herein will be acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Accredited Investor. Holder is an "accredited investor" within the meaning of the Securities and Exchange Rule 501 of Regulation D, as presently in effect.

(c) Private Issue. The Holder understands (i) that the Preferred Stock issuable upon exercise of the Holder's rights contained herein is not registered under the 1933 Act or qualified under applicable state securities laws on the ground that the issuance contemplated by this Warrant will be exempt from the registration and qualifications requirements thereof, and (ii) that the Company's reliance on such exemption is predicated on the representations set forth in this **Section 17**.

(d) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

18. Notices, Transfers, Etc.

(a) Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at the address most recently provided by the Holder to the Company.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the assignment notice annexed hereto duly executed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the assignment hereof properly endorsed, by the Holder for transfer with respect to a portion of the shares of Preferred Stock purchasable hereunder, the Company shall issue a new warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of an affidavit of the Holder or other evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant

19. No Impairment. The Company will not, by amendment of its Articles or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

20. Governing Law. The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its principles regarding conflicts of laws.

21. Successors and Assigns. This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns.

22. Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday or Sunday or a legal holiday in California, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

23. Qualifying Public Offering. If the Company shall effect a firm commitment underwritten public offering of shares of Common Stock which results in the conversion of the Preferred Stock into Common Stock pursuant to the Company's Articles in effect immediately prior to such offering, then, effective upon such conversion, this Warrant shall change from the right to purchase shares of Preferred Stock to the right to purchase shares of Common Stock, and the Holder shall thereupon have the right to purchase, at a total price equal to that payable upon the exercise of this Warrant in full, the number of shares of Common Stock which would have been receivable by the Holder upon the exercise of this Warrant for shares of Preferred Stock immediately prior to such conversion of such shares of Preferred Stock into shares of Common Stock, and in such event appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including, without limitation, the provisions for the adjustment of the Purchase Price and of the number of shares purchasable upon exercise of this Warrant and the provisions relating to the net issue election) shall thereafter be applicable to any shares of Common Stock deliverable upon the exercise hereof.

24. Value. The Company and the Holder agree that the value of this Warrant on the date of grant is $100.

GEVO, INC.

By:	/s/ Matthew Peters
Name:	Matthew Peters
Title:	President

Exhibit 4.7

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*1933 ACT*"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS SUCH SALE OR TRANSFER IS IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS IS AVAILABLE WITH RESPECT THERETO.

PREFERRED STOCK PURCHASE WARRANT

Warrant No. C-3	Number of Shares: up to 27,372 shares of Series C Preferred Stock Subject to determination as set forth below

GEVO, INC.

Effective as of April 5, 2008

Void after April 5, 2015

1. Issuance. This Preferred Stock Purchase Warrant (the "*Warrant*") is issued to **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** by **GEVO, INC.**, a Delaware corporation (hereinafter with its successors called the "*Company*").

2. Purchase Price; Number of Shares.

(a) The registered holder of this Warrant (the "*Holder*"), is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the Company, at a price per share of $5.48 (the "*Purchase Price*"), up to a maximum of 27,372 fully paid and nonassessable shares of the Company's Series C Preferred Stock, $0.01 par value (the "*Preferred Stock*"). Commencing on the date hereof, 16,423 *(*the "*Exercise Quantity*") of shares of Preferred Stock are immediately available for purchase hereunder.

(b) On the Commitment Termination Date or such earlier termination of this Warrant in accordance with the terms hereof, the Exercise Quantity shall automatically be increased by such additional number of shares as is equal to (A) 2.0% of the amount of Aggregate Advances funded under Commitment Three of the Loan Agreement, if any, divided by (B) the Purchase Price.

In addition to other terms which may be defined herein, the following terms, as used in this Warrant, shall have the following meanings:

(i) "Aggregate Advances" means the aggregate original dollar amount of Advances made under Commitment Three of the Loan Agreement, whether such Advances are outstanding or prepaid, at the time of any scheduled adjustment to the Exercise Quantity.

(ii) "Loan Agreement" means that certain Loan and Security Agreement No. 5441 dated December 18, 2006 between the Company and Lighthouse Capital Partners V, L.P., as amended.

Any term not defined herein shall have the meaning as set forth in the Loan Agreement.

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

3. Payment of Purchase Price. The Purchase Price may be paid (i) in cash or by check, (ii) by the surrender by the Holder to the Company of any promissory notes or other obligations issued by the Company, with all such notes and obligations so surrendered being credited against the Purchase Price in an amount equal to the principal amount thereof plus accrued interest to the date of surrender, or (iii) by any combination of the foregoing.

4. Net Issue Election. The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares of Preferred Stock equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the net issue election notice annexed hereto duly executed, at the principal office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Preferred Stock as is computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

where:

X = the number of shares of Preferred Stock to be issued to the Holder pursuant to this **Section 4**.

Y = the number of shares of Preferred Stock covered by this Warrant in respect of which the net issue election is made pursuant to this **Section 4**.

A = the Fair Market Value (defined below) of one share of Preferred Stock, as determined at the time the net issue election is made pursuant to this **Section 4**.

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this **Section 4**.

"*Fair Market Value*" of a share of Preferred Stock (or fully paid and nonassessable shares of the Company's common stock, $0.01 par value (the "*Common Stock*") if the Preferred Stock has been automatically converted into Common Stock) as of the date that the net issue election is made (the "*Determination Date*") shall mean:

(i) If the net issue election is made in connection with and contingent upon the closing of the sale of the Company's Common Stock to the public in a public offering pursuant to a Registration Statement under the 1933 Act (a "*Public Offering*"), and if the Company's Registration Statement relating to such Public Offering ("*Registration Statement*") has been declared effective by the Securities and Exchange Commission, then the initial "*Price to Public*" specified in the final prospectus with respect to such offering multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

(ii) If the net issue election is not made in connection with and contingent upon a Public Offering, then as follows:

(a) If traded on a securities exchange or the Nasdaq National Market, the fair market value of the Common Stock shall be deemed to be the average of the closing or last reported sale prices of the Common Stock on such exchange or market over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible;

(b) If otherwise traded in an over-the-counter market, the fair market value of the Common Stock shall be deemed to be the average of the closing ask prices of the Common Stock over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible; and

(c) If there is no public market for the Common Stock, then fair market value shall be determined in good faith by the Company's Board of Directors.

5. Partial Exercise. This Warrant may be exercised in part, and the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

6. Fractional Shares. In no event shall any fractional share of Preferred Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant in its entirety, the Holder would, except as provided in this **Section 6**, be entitled to receive a fractional share of Preferred Stock, then the Company shall issue the next higher number of full shares of Preferred Stock, issuing a full share with respect to such fractional share.

7. Expiration Date; Automatic Exercise. This Warrant shall expire at the earliest to occur of (the "*Expiration Date*") (i) at the close of business on April 5, 2015; (ii) three years after the closing of the initial Public Offering; of the Company on the NASDAQ or other stock exchange in the United States, and shall be void thereafter.

Notwithstanding the term of this Warrant fixed pursuant to this **Section 7**, and provided Holder has received advance written notice of at least twenty (20) days and has not earlier exercised this Warrant, and provided this Warrant has not been assumed by the successor entity (or parent thereof), upon the consummation of a Merger (as defined below), this Warrant shall automatically be exercised pursuant to **Section 4** hereof, without any action by Holder. "*Merger*" means: (i) a sale of all or substantially all of the Company's assets to an Unaffiliated Entity (as defined below), or (ii) the merger, consolidation or acquisition of the Company with, into or by an Unaffiliated Entity (other than a merger or consolidation for the principle purpose of changing the domicile of the Company or a bona fide round of preferred stock equity financing), that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company. "*Unaffiliated Entity*" means any entity that is owned or controlled by parties who own less than twenty percent (20%) of the combined voting power of the voting securities of the Company immediately prior to such merger, consolidation or acquisition. Notwithstanding the foregoing, in the event that any outstanding warrants to purchase equity securities of the Company are assumed by the successor entity of a Merger (or parent thereof), this Warrant shall also be similarly assumed. The Company agrees to promptly give the Holder written notice of any proposed Merger and written notice of termination of any proposed Merger. Notwithstanding anything to the contrary in this Warrant, the Holder may rescind any exercise of its purchase rights after a notice of termination of the proposed Merger if the exercise of this Warrant occurred after the Company notified the Holder that the Merger was proposed or if the exercise was otherwise precipitated by such proposed Merger, provided, however that such rescission right must be exercised within thirty (30) days of receipt of such written notice of termination of the proposed Merger. In the event of such rescission, this Warrant will continue to be exercisable on the same terms and conditions.

8. Reserved Shares; Valid Issuance. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of Preferred Stock and Common Stock free from all preemptive or similar rights therein, as will be sufficient to permit, respectively, the exercise of this Warrant in full and the conversion into shares of Common Stock of all shares of Preferred Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise and/or conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. Stock Splits and Dividends. If after the date hereof the Company shall subdivide the Preferred Stock, by split-up or otherwise, or combine the Preferred Stock, or issue additional shares of Preferred Stock in

payment of a stock dividend on the Preferred Stock, the number of shares of Preferred Stock issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, and the Purchase Price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

10. Adjustments for Diluting Issuances. The other antidilution rights applicable to the Preferred Stock and the Common Stock of the Company are set forth in the Amended and Restated Certificate of Incorporation, as amended from time to time (the "*Articles*"), a true and complete copy in its current form which is attached hereto as ***Exhibit* A**. Such rights shall not be restated, amended or modified in any manner which affects the Holder differently than the holders of Preferred Stock without such Holder's prior written consent. The Company shall promptly provide the Holder hereof with any restatement, amendment or modification to the Articles promptly after the same has been made.

11. Mergers and Reclassifications. If after the date hereof the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Preferred Stock which might have been purchased by the Holder immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder and the provisions relating to the net issue election) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof. For the purposes of this **Section 11**, the term "*Reorganization*" shall include without limitation any reclassification, capital reorganization or change of the Preferred Stock (other than as a result of a subdivision, combination or stock dividend provided for in **Section 9** hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding Preferred Stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company.

12. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate of the Company's chief financial officer setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase, sell or otherwise acquire or dispose of any shares of stock of any class or any other securities or property, or to receive any other right;

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets; or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then in each such event the Company will provide or cause to be provided to the Holder a written notice thereof. Such notice shall be provided at least twenty (20) business days prior to the date specified in such notice on which any such action is to be taken.

14. Representations, Warranties and Covenants. This Warrant is issued and delivered by the Company and accepted by each Holder on the basis of the following representations, warranties and covenants made by the Company:

(a) The Company has all necessary authority to issue, execute and deliver this Warrant and to perform its obligations hereunder. This Warrant has been duly authorized issued, executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) The shares of Preferred Stock issuable upon the exercise of this Warrant have been duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully paid and nonassessable.

(c) The issuance, execution and delivery of this Warrant do not, and the issuance of the shares of Preferred Stock upon the exercise of this Warrant in accordance with the terms hereof will not, (i) violate or contravene the Company's Articles or by-laws, or any law, statute, regulation, rule, judgment or order applicable to the Company, (ii) violate, contravene or result in a breach or default under any contract, agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound or (iii) require the consent or approval of or the filing of any notice or registration with any person or entity.

(d) As long as this Warrant is, or any shares of Preferred Stock issued upon exercise of this Warrant or any shares of Common Stock issued upon conversion of such shares of Preferred Stock are, issued and outstanding, the Company will provide to the Holder the financial and other information described in the Loan Agreement.

(e) So long as this Warrant has not terminated, Holder shall be entitled to receive such financial and other information as the Holder would be entitled to receive under the Stock Purchase Agreement applicable to the Preferred Stock if Holder were a holder of that number of shares issuable upon full exercise of this Warrant.

(f) As of the date hereof, the authorized capital stock of the Company consists of (i) 20,000,000 shares of Common Stock, of which 1,209,500 shares are issued and outstanding 8,181,210 shares are reserved for issuance upon conversion of the Preferred Stock, and 1,773,002 shares of which have been reserved for issuance under the Company's 2006 Omnibus Securities and Incentive Plan; and (ii) 8,181,210 shares of Preferred Stock, consisting of 1,000,000 shares designated as Series A-1 Preferred Stock, all of which are issued and outstanding; 1,084,000 shares designated as Series A-2 Preferred Stock, all of which are issued and outstanding; 930,000 shares designated as Series A-3 Preferred Stock, of which 915,000 shares are issued and outstanding and 15,000 shares have been reserved for issuance upon the exercise of warrants; 873,390 shares designated as Series A-4 Preferred Stock, of which 858,369 shares are issued and outstanding and 15,021 shares have been reserved for issuance upon the exercise of a warrants; 1,027,397 shares designated as Series B Preferred Stock, all of which will be issued and outstanding, and 3,266,423 shares of designated as Series C Preferred Stock, 3,102,190 of which are issued and outstanding, and 164,234 shares of which have been reserved for issuance upon the exercise of warrants (including this Warrant). Attached hereto as ***Exhibit B*** is a capitalization table summarizing the capitalization of the Company. Once per calendar quarter, the Company will provide Holder with a current capitalization table indicating changes, if any, to the number of outstanding shares of common stock and preferred stock.

15. Registration Rights. The Company grants to the Holder all the rights of a "Holder" and an "Investor" under the Company's Third Amended and Restated Investors' Rights Agreement dated as of March 12, 2008 (the "*Rights Agreement*"), including, without limitation, the registration rights contained therein, and agrees, if necessary, to amend the Rights Agreement so that (i) the shares of Common Stock issuable upon conversion of the shares of Preferred Stock issuable upon exercise of this Warrant shall be "*Registrable Securities*," and (ii) the Holder shall be a "Holder" and an "Investor" for all purposes of such Rights Agreement.

16. Amendment. The terms of this Warrant may be amended, modified or waived only with the written consent of the Holder.

17. Representations and Covenants of the Holder. This Warrant has been entered into by the Company in reliance upon the following representations and covenants of the Holder, which by its execution hereof the Holder hereby confirms:

(a) Investment Purpose. The right to acquire Preferred Stock or the Preferred Stock issuable upon exercise of the Holder's rights contained herein will be acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Accredited Investor. Holder is an "accredited investor" within the meaning of the Securities and Exchange Rule 501 of Regulation D, as presently in effect.

(c) Private Issue. The Holder understands (i) that the Preferred Stock issuable upon exercise of the Holder's rights contained herein is not registered under the 1933 Act or qualified under applicable state securities laws on the ground that the issuance contemplated by this Warrant will be exempt from the registration and qualifications requirements thereof, and (ii) that the Company's reliance on such exemption is predicated on the representations set forth in this **Section 17**.

(d) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

18. Notices, Transfers, Etc.

(a) Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at the address most recently provided by the Holder to the Company.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the assignment notice annexed hereto duly executed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the assignment hereof properly endorsed, by the Holder for transfer with respect to a portion of the shares of Preferred Stock purchasable hereunder, the Company shall issue a new warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of an affidavit of the Holder or other evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant.

19. No Impairment. The Company will not, by amendment of its Articles or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms of this Warrant, but will at ail times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

20. Governing Law. The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its principles regarding conflicts of laws.

21. Successors and Assigns. This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns.

22. Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday or Sunday or a legal holiday in California, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

23. Qualifying Public Offering. If the Company shall effect a firm commitment underwritten public offering of shares of Common Stock which results in the conversion of the Preferred Stock into Common Stock pursuant to the Company's Articles in effect immediately prior to such offering, then, effective upon such conversion, this Warrant shall change from the right to purchase shares of Preferred Stock to the right to purchase shares of Common Stock, and the Holder shall thereupon have the right to purchase, at a total price equal to that payable upon the exercise of this Warrant in full, the number of shares of Common Stock which would have been receivable by the Holder upon the exercise of this Warrant for shares of Preferred Stock immediately prior to such conversion of such shares of Preferred Stock into shares of Common Stock, and in such event appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including, without limitation, the provisions for the adjustment of the Purchase Price and of the number of shares purchasable upon exercise of this Warrant and the provisions relating to the net issue election) shall thereafter be applicable to any shares of Common Stock deliverable upon the exercise hereof.

24. Value. The Company and the Holder agree that the value of this Warrant on the date of grant is $100.

GEVO, INC.

By:	/s/ Patrick Gruber
Name:	Patrick Gruber
Title:	CEO

Exhibit 4.8

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE *"1933 ACT"*), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS SUCH SALE OR TRANSFER IS IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS IS AVAILABLE WITH RESPECT THERETO.

PREFERRED STOCK PURCHASE WARRANT

Warrant No. C-4	Number of Shares: up to 59,307 shares of Series C Preferred Stock Subject to determination as set for the below

GEVO, INC.

Effective as of August 12, 2008

Void after August 12, 2015

1. Issuance. This Preferred Stock Purchase Warrant (the "*Warrant"*) is issued to **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** by **GEVO, INC.**, a Delaware corporation (hereinafter with its successors called the *"Company"*).

2. Purchase Price; Number of Shares.

(a) The registered holder of this Warrant (the *"Holder"*), is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the company, at a price per share of $5.48 (the "*Purchase Price*"), up to a maximum of 59,307 fully paid and nonassessable shares of the Company's Series C Preferred Stock, $0.01 par value (the *"Preferred Stock"*). Commencing on the date hereof, 45,620 (the "*Exercise Quantity*") of shares of Preferred Stock are immediately available for purchase hereunder.

(b) On the Commitment Termination Date or such earlier termination of this Warrant in accordance with the terms hereof, the Exercise Quantity shall automatically be increased by such additional number of shares as is equal to (A) 1.5% of the amount of Aggregate Advances funded under Commitment Four of the Loan Agreement, if any, divided by (B) the Purchase Price.

In addition to other terms which may be defined herein, the following terms, as used in this Warrant, shall have the following meanings:

(i) "Aggregate Advances" means the aggregate original dollar amount of Advances made under Commitment Four of the Loan Agreement, whether such Advances are outstanding or prepaid, at the time of any scheduled adjustment to the Exercise Quantity.

(ii) "Loan Agreement" means that certain Loan and Security Agreement No. 5441 dated December 18, 2006 between the Company and Lighthouse Capital Partners V, L.P., as amended.

Any term not defined herein shall have the meaning as set forth in the Loan Agreement.

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

3. Payment of Purchase Price. The Purchase Price may be paid (i) in cash or by check, (ii) by the surrender by the Holder to the Company of any promissory notes or other obligations issued by the Company, with all such notes and obligations so surrendered being credited against the Purchase Price in an amount equal to the principal amount thereof plus accrued interest to the date of surrender, or (iii) by any combination of the foregoing.

4. Net Issue Election. The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares of Preferred Stock equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the net issue election notice annexed hereto duly executed, at the principal office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Preferred Stock as is computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

where: X = the number of shares of Preferred Stock to be issued to the Holder pursuant to this **Section 4.**

Y = the number of shares of Preferred Stock covered by this Warrant in respect of which the net issue election is made pursuant to this **Section 4.**

A = the Fair Market Value (defined below) of one share of Preferred Stock, as determined at the time the net issue election is made pursuant to this **Section 4.**

B = Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this **Section 4.**

"*Fair Market Value*" of a share of Preferred Stock (or fully paid and nonassessable shares of the Company's common stock, $0.01 par value (the "*Common Stock*") if the Preferred Stock has been automatically converted into Common Stock) as of the date that the net issue election is made (the "*Determination Date*") shall mean:

(i) If the net issue election is made in connection with and contingent upon the closing of the sale of the Company's Common Stock to the public in a public offering pursuant to a Registration Statement under the 1933 Act (a "*Public Offering*"), and if the Company's Registration Statement relating to such Public Offering ("*Registration Statement*") has been declared effective by the Securities and Exchange Commission, then the initial "Price to Public" specified in the final prospectus with respect to such offering multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

(ii) If the net issue election is not made in connection with and contingent upon a Public Offering, then as follows:

(a) If traded on a securities exchange or the Nasdaq National Market, the fair market value of the Common Stock shall be deemed to be the average of the closing or last reported sale prices of the Common Stock on such exchange or market over the five day period ending five trading days prior to the Determination Date, and the fair market value of the preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible;

(b) If otherwise traded in an over-the-counter market, the fair market value of the Common Stock shall be deemed to be the average of the closing ask prices of the Common Stock over the five day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible; and

(c) If there is no public market for the Common Stock, then fair market value shall be determined in good faith by the Company's Board of Directors.

5. Partial Exercise. This Warrant may be exercised in part, and the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

6. Fractional Shares. In no event shall any fractional share of Preferred Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant in its entirety, the Holder would, except as provided in this **Section 6**, be entitled to receive a fractional share of Preferred Stock, then the Company shall issue the next higher number of full shares of Preferred Stock, issuing a full share with respect to such fractional share.

7. Expiration Date; Automatic Exercise. This Warrant shall expire at the earliest to occur of (the "*Expiration Date*") (i) at the close of business on August 12, 2015; (ii) three years after the closing of the initial Public Offering; of the Company on the NASDAQ or other stock exchange in the United States, and shall be void thereafter.

Notwithstanding the term of this Warrant fixed pursuant to this **Section 7**, and provided Holder has received advance written notice of at least twenty (20) days and has not earlier exercised this Warrant, and provided this Warrant has not been assumed by the successor entity (or parent thereof), upon the consummation of a Merger (as defined below), this Warrant shall automatically be exercised pursuant to **Section 4** hereof, without any action by Holder. "*Merger*" means: (i) a sale of all or substantially all of the Company's assets to an Unaffiliated Entity (as defined below), or (ii) the merger, consolidation or acquisition of the Company with, into or by an Unaffiliated Entity (other than a merger or consolidation for the principle purpose of changing the domicile of the Company or a bona fide round of preferred stock equity financing), that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company. "*Unaffiliated Entity*" means any entity that is owned or controlled by parties who own less than twenty percent (20%) of the combined voting power of the voting securities of the Company immediately prior to such merger, consolidation or acquisition. Notwithstanding the foregoing, in the event that any outstanding warrants to purchase equity securities of the Company are assumed by the successor entity of a Merger (or parent thereof), this Warrant shall also be similarly assumed. The Company agrees to promptly give the Holder written notice of any proposed Merger and written notice of termination of any proposed Merger. Notwithstanding anything to the contrary in this Warrant, the Holder may rescind any exercise of its purchase rights after a notice of termination of the proposed Merger if the exercise of this Warrant occurred after the Company notified the Holder that the Merger was proposed or if the exercise was otherwise precipitated by such proposed Merger, provided, however that such rescission right must be exercised within thirty (30) days of receipt of such written notice of termination of the proposed Merger. In the event of such rescission, this Warrant will continue to be exercisable on the same terms and conditions.

8. Reserved Shares; Valid Issuance. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of Preferred Stock and Common Stock free from all preemptive or similar rights therein, as will be sufficient to permit, respectively, the exercise of this Warrant in full and the conversion into shares of Common Stock of all shares of Preferred Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise and/or conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. Stock Splits and Dividends. If after the date hereof the Company shall subdivide the Preferred Stock, by split-up or otherwise, or combine the Preferred Stock, or issue additional shares of Preferred Stock in

payment of a stock dividend on the Preferred Stock, the number of shares of Preferred Stock issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, and the Purchase price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

10. Adjustments for Diluting Issuances. The other antidilution rights applicable to the Preferred Stock and the Common Stock of the Company are set forth in the Amended and Restated Certificate of Incorporation, as amended from time to time (the "*Articles*"), a true and complete copy in its current form which is attached hereto as ***Exhibit A***. Such rights shall not be restated, amended or modified in any manner which affects the Holder differently than the holders of Preferred Stock without such Holder's prior written consent. The Company shall promptly provide the Holder hereof with any restatement, amendment or modification to the Articles promptly after the same has been made.

11. Mergers and Reclassifications. If after the date hereof the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Preferred Stock which might have been purchased by the Holder immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder and the provisions relating to the net issue election) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof. For the purposes of this **Section 11**, the term "*Reorganization*" shall include without limitation any reclassification, capital reorganization or change of the Preferred Stock (other than as a result of a subdivision, combination or stock dividend provided for in **Section 9** hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding Preferred Stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company.

12. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate of the Company's chief financial officer setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase, sell or otherwise acquire or dispose of any shares of stock of any class or any other securities or property, or to receive any other right;

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets; or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then in each such event the Company will provide or cause to be provided to the Holder a written notice thereof. Such notice shall be provided at least twenty (20) business days prior to the date specified in such notice on which any such action is to be taken.

14. Representations, Warranties and Covenants. This Warrant is issued and delivered by the Company and accepted by each Holder on the basis of the following representations, warranties and covenants made by the Company:

(a) The Company has all necessary authority to issue, execute and deliver this Warrant and to perform its obligations hereunder. This Warrant has been duly authorized issued, executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) The shares of Preferred Stock issuable upon the exercise of this Warrant have been duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully paid and nonassessable.

(c) The issuance, execution and delivery of this Warrant do not, and the issuance of the shares of Preferred Stock upon the exercise of this Warrant in accordance with the terms hereof will not, (i) violate or contravene the Company's Articles or by-laws, or any law, statute, regulation, rule, judgment or order applicable to the Company, (ii) violate, contravene or result in a breach or default under any contract, agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound or (iii) require the consent or approval of or the filing of any notice or registration with any person or entity.

(d) As long as this Warrant is, or any shares of Preferred Stock issued upon exercise of this Warrant or any shares of Common Stock issued upon conversion of such shares of Preferred Stock are, issued and outstanding, the Company will provide to the Holder the financial and other information described in the Loan Agreement.

(e) So long as this Warrant has not terminated, Holder shall be entitled to receive such financial and other information as the Holder would be entitled to receive under the Stock Purchase Agreement applicable to the Preferred Stock if Holder were a holder of that number of shares issuable upon full exercise of this Warrant.

(f) As of the date hereof, the authorized capital stock of the Company consists of (i) 20,000,000 shares of Common Stock, of which 1,191,259 shares are issued and outstanding 8,240,518 shares are reserved for issuance upon conversion of the Preferred Stock, and 1,773,002 shares of which have been reserved for issuance under the Company's 2006 Omnibus Securities and Incentive Plan; and (ii) 8,240,518 shares of Preferred Stock, consisting of 1,000,000 shares designated as Series A-1 Preferred Stock, all of which are issued and outstanding; 1,084,000 shares designated as Series A-2 Preferred Stock, all of which are issued and outstanding; 930,000 shares designated as Series A-3 Preferred Stock, of which 915,000 shares are issued and outstanding and 15,000 shares have been reserved for issuance upon the exercise of warrants; 873,390 shares designated as Series A-4 Preferred Stock, of which 858,369 shares are issued and outstanding and 15,021 shares have been reserved for issuance upon the exercise of a warrants; 1,027,397 shares designated as Series B Preferred Stock, all of which will be issued and outstanding, and 3,325,731 shares of designated as Series C Preferred Stock, 3,102,190 of which are issued and outstanding, and 223,541 shares of which have been reserved for issuance upon the exercise of warrants (including this Warrant). Attached hereto as ***Exhibit B*** is a capitalization table summarizing the capitalization of the Company. Once per calendar quarter, the Company will provide Holder with a current capitalization table indicating changes, if any, to the number of outstanding shares of Common stock and preferred stock.

15. Registration Rights. The Company grants to the Holder all the rights of a "Holder" and an "Investor" under the Company's Third Amended and Restated Investors' Rights Agreement dated as of March 12, 2008 (the "*Rights Agreement*"), including, without limitation, the registration rights contained therein, and agrees, if necessary, to amend the Rights Agreement so that (i) the shares of Common Stock issuable upon conversion of the shares of Preferred Stock issuable upon exercise of this Warrant shall be "*Registrable Securities*," and (ii) the Holder shall be a "Holder" and an "Investor" for all purposes of such Rights Agreement.

16. Amendment. The terms of this Warrant may be amended, modified or waived only with the written consent of the Holder.

17. Representations and Covenants of the Holder. This Warrant has been entered into by the Company in reliance upon the following representations and covenants of the Holder, which by its execution hereof the Holder hereby confirms:

(a) Investment Purpose. The right to acquire Preferred Stock or the Preferred Stock issuable upon exercise of the Holder's rights contained herein will be acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Accredited Investor. Holder is an "accredited investor" within the meaning of the Securities and Exchange Rule 501 of Regulation D, as presently in effect.

(c) Private Issue. The Holder understands (i) that the Preferred Stock issuable upon exercise of the Holder's rights contained herein is not registered under the 1933 Act or qualified under applicable state securities laws on the ground that the issuance contemplated by this Warrant will be exempt from the registration and qualifications requirements thereof, and (ii) that the Company's reliance on such exemption is predicated on the representations set forth in this **Section 17**.

(d) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

18. Notices, Transfers, Etc.

(a) Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at the address most recently provided by the Holder to the Company.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the assignment notice annexed hereto duly executed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the assignment hereof properly endorsed, by the Holder for transfer with respect to a portion of the shares of Preferred Stock purchasable hereunder, the Company shall issue a new warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of an affidavit of the Holder or other evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant.

19. No Impairment. The Company will not, by amendment of its Articles or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

20. Governing Law. The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its principles regarding conflicts of laws.

21. Successors and Assigns. This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns.

22. Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday or Sunday or a legal holiday in California, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

23. Qualifying Public Offering. If the Company shall effect a firm commitment underwritten public offering of shares of Common Stock which results in the conversion of the Preferred Stock into Common Stock pursuant to the Company's Articles in effect immediately prior to such offering, then, effective upon such conversion, this Warrant shall change from the right to purchase shares of Preferred Stock to the right to purchase shares of Common Stock, and the Holder shall thereupon have the right to purchase, at a total price equal to that payable upon the exercise of this Warrant in full, the number of shares of Common Stock which would have been receivable by the Holder upon the exercise of this Warrant for shares of Preferred Stock immediately prior to such conversion of such shares of Preferred Stock into shares of Common Stock, and in such event appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including, without limitation, the provisions for the adjustment of the Purchase Price and of the number of shares purchasable upon exercise of this Warrant and the provisions relating to the net issue election) shall thereafter be applicable to any shares of Common Stock deliverable upon the exercise hereof.

24. Value. The Company and the Holder agree that the value of this Warrant on the date of grant is $100.

GEVO, INC.

By:	/s/ Patrick Gruber
Name:	Patrick Gruber
Title:	CEO

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER EITHER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR APPLICABLE STATE LAWS, AND ARE SUBJECT TO CERTAIN INVESTMENT REPRESENTATIONS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE ACT AND SUCH APPLICABLE BLUE SKY LAWS, OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Initial Issue Date: January 3, 2008

GEVO, INC.

1. WARRANT TO PURCHASE PREFERRED STOCK

Gevo, Inc., a Delaware corporation, hereby certifies that, for value received, Khosla Ventures I, LP or its successors or registered assigns (the “Holder”) is entitled, subject to the terms set forth below, to purchase from the Company (as defined below) at any time or from time to time before 5:00 p.m., Eastern time, on the Expiration Date (as defined below), that number of fully paid and nonassessable shares of Qualified Financing Securities (as defined below) as is equal to the Warrant Number (as defined below), at a purchase price equal to the Purchase Price (as defined below). The Warrant Number and the Purchase Price are subject to adjustment as provided in this Warrant.

This Warrant is issued pursuant to the Note and Warrant Purchase Agreement, dated as of January 3, 2008, by and among the Company and the purchaser signatories thereto, as may be amended from time to time (the “Purchase Agreement”), a copy of which is on file at the principal office of the Company. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Purchase Agreement.

1. Certain Defined Terms. As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term “Company” means Gevo, Inc., a Delaware corporation, and any corporation or other business entity that shall succeed to or assume the obligations of Gevo, Inc. hereunder.

(b) The term “Expiration Date” means the earlier to occur of: (i) the date that is the tenth anniversary of the Initial Issue Date referenced above; or (ii) five years after the consummation of the first firm commitment underwritten public offering of the Company’s securities.

(c) The term “Notes” means the convertible promissory notes issued by the Company pursuant to the Purchase Agreement.

(d) The term “Purchase Price” means the price per share paid by investors for the Qualified Financing Securities at the time of the closing of the Qualified Financing, subject to adjustment pursuant to Section 8 hereof.

(e) The term “Qualified Financing” shall have the meaning set forth in the Notes.

(f) The term "Qualified Financing Securities" shall have the meaning set forth in the Notes.

(g) The term "Warrant Number" means that number of shares (including, for purposes of determining such number, any fractional shares) of Qualified Financing Securities as obtained by dividing (i) 592,255 by (ii) the Purchase Price. The Warrant Number shall be subject to adjustment pursuant to Section 8 hereof.

2. Payment of Purchase Price In Cash, Net Issue Election.

(a) This Warrant may be exercised in full or in part by the Holder by surrender of this Warrant, with the Subscription Notice (in the form attached hereto) duly executed by such Holder, to the Company at its principal office, accompanied by payment, in cash or by certified or official bank check payable to the order of the Company, of the aggregate purchase price of the share to be purchased hereunder.

(b) The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the Net Issue Election Notice (in the form attached hereto) duly executed, at the principal office of the Company. Thereupon, the Company, within a reasonable time and subject to any applicable federal or state securities laws, shall issue to the Holder such number of fully paid and nonassessable shares of Qualified Financing Securities being acquired as is computed using the following formula:

$$X = \frac{Y\,(A-B)}{A}$$

where:

X = the number of shares of Qualified Financing Securities to be issued to the Holder pursuant to this Section 2(b);

Y = the number of shares of Qualified Financing Securities covered by this Warrant in respect of which the net issue election is made pursuant to this Section 2(b);

A = the fair market value of one share of Qualified Financing Securities as determined in good faith by the Board of Directors of the Company, as at the time the net issue election is made pursuant to this Section 2(b); and

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this Section 2(b).

The Board of Directors of the Company shall promptly respond in writing to an inquiry by the Holder as to the fair market value of one share of Qualified Financing Securities.

3. Delivery Upon Exercise. This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise pursuant to Section 2(a) or Section 2(b) above, and the person or persons entitled to receive the shares of Qualified Financing Securities issuable upon such exercise shall be treated for all purposes as the holder or holders of record of such share as of the close of business on such date (whether or not the transfer books of the Company are closed on such date). As promptly as practicable after such date and subject to any applicable federal

or state securities laws, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of full shares of Qualified Financing Securities issuable upon such exercise, plus with respect to each such person, in lieu of any fractional share to which such person would otherwise be entitled, cash equal to such fraction multiplied by the then fair market value (as determined in good faith by the Board of Directors) of one full share of Qualified Financing Securities. In the event of any partial exercise of this Warrant, the Holder shall be entitled to receive a new warrant of similar tenor, dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant was not exercised.

4. Reserved Shares; Valid Issuance. The Company covenants that at all times from and after the closing of the Qualified Financing, it shall reserve and keep available such number of its authorized shares of Qualified Financing Securities, free from all preemptive or similar rights therein, as will be sufficient to permit the exercise of this Warrant in full. If at any time the number of authorized but unissued shares of Qualified Financing Securities shall not be sufficient to effect the full exercise of this Warrant, the Company shall forthwith take such corporate action as may be necessary to effect such full exercise. The Company further covenants that all shares of Qualified Financing Securities as may be issued upon exercise of this Warrant will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof (other than liens created by the holder thereof).

5. No Stockholder Rights. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company.

6. Warrant Register; Transfers, Etc.

(a) The Company will maintain a register containing the names and addresses of the registered holders of the Warrants. The Holder may change its address as shown on the warrant register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at its address as shown on the warrant register.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the Assignment substantially in the form annexed hereto properly endorsed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the Assignment properly endorsed, by the Holder for transfer with respect to a portion of the total number of shares of Qualified Financing Securities purchasable hereunder, the Company shall issue a new Warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new Warrant covering the number of shares of Qualified Financing Securities in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant (including a reasonably detailed affidavit with respect to the circumstances of any loss, theft or destruction) and of a written agreement to indemnify the Company against any loss arising from the issuance of such new Warrant.

7. No Impairment. The Company will not, by amendment of its charter or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

8. Stock Splits, Dividends and Combinations. In the event that the Company shall at any time subdivide the outstanding shares of Qualified Financing Securities (or shall issue additional shares of Qualified Financing Securities by way of a dividend or similar transaction), the number of shares of Qualified Financing Securities issuable upon exercise of this Warrant immediately prior to such subdivision or dividend (or similar transaction) shall be proportionately increased, and the Purchase Price shall be proportionately decreased, and in the event that the Company shall at any time combine the outstanding shares of Qualified Financing Securities, the number of shares of Qualified Financing Securities issuable upon exercise of this Warrant immediately prior to such combination shall be proportionately decreased, and the Purchase Price shall be proportionately increased, in each case effective at the close of business on the date of such subdivision, dividend (or similar transaction) or combination, as the case may be; provided however, that there shall be no decrease in the Purchase Price pursuant to this Section 8 with respect to Qualified Financing Securities to the extent that such decrease would cause the Purchase Price to be equal to an amount that is less than the par value of the Qualified Financing Securities.

9. Mergers and Reclassifications. If there shall be any reclassification, capital reorganization or change of the Qualified Financing Securities (other than as a result of a subdivision, combination or stock dividend provided for in Section 8 hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in any reclassification of or change in the Qualified Financing Securities), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company, then, as a condition of such reclassification, reorganization, change, consolidation, merger, sale or conveyance, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such reclassification, reorganization, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Qualified Financing Securities that might have been purchased by the Holder immediately prior to such reclassification, reorganization, change, consolidation, merger, sale or conveyance, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof.

10. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate from the principal financial officer of the Company setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

11. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right; or

(b) any voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then and in each such event the Company will mail or cause to be mailed to the Holder a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the date on which any such dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record in respect of such event are to be determined. Such notice shall be mailed at least ten (10) days prior to the date specified in such notice on which any such action is to be taken.

12. Amendment. No provision of this Warrant may be amended, modified or waived except with the written consent of the Company and the Holder.

13. Miscellaneous. This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof. This Warrant is being executed as an instrument under seal. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Executed copies of this Warrant delivered by fax shall have the same force and effect as an original signature copy.

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IN WITNESS WHEREOF, the undersigned has caused this Warrant to Purchase Preferred Stock to be executed by its duly authorized officers as of the date first above written.

GEVO, INC.

By: /s/ Patrick Gruber
Patrick Gruber, CEO

Exhibit 4.10

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER EITHER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE LAWS, AND ARE SUBJECT TO CERTAIN INVESTMENT REPRESENTATIONS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE ACT AND SUCH APPLICABLE BLUE SKY LAWS, OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Initial Issue Date: January 18, 2008

GEVO, INC.

1. WARRANT TO PURCHASE PREFERRED STOCK

Gevo, Inc., a Delaware corporation, hereby certifies that, for value received, Virgin Green Fund I, L.P. or its successors or registered assigns (the "Holder") is entitled, subject to the terms set forth below, to purchase from the Company (as defined below) at any time or from time to time before 5:00 p.m., Eastern time, on the Expiration Date (as defined below), that number of fully paid and nonassessable shares of Qualified Financing Securities (as defined below) as is equal to the Warrant Number (as defined below), at a purchase price equal to the Purchase Price (as defined below). The Warrant Number and the Purchase Price are subject to adjustment as provided in this Warrant.

This Warrant is issued pursuant to the Note and Warrant Purchase Agreement, dated as of January 3, 2008, by and among the Company and the purchaser signatories thereto, as may be amended from time to time (the "Purchase Agreement"), a copy of which is on file at the principal office of the Company. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Purchase Agreement.

1. Certain Defined Terms. As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Company" means Gevo, Inc., a Delaware corporation, and any corporation or other business entity that shall succeed to or assume the obligations of Gevo, Inc. hereunder.

(b) The term "Expiration Date" means the earlier to occur of: (i) the date that is the tenth anniversary of the Initial Issue Date referenced above; or (ii) five years after the consummation of the first firm commitment underwritten public offering of the Company's securities.

(c) The term "Notes" means the convertible promissory notes issued by the Company pursuant to the Purchase Agreement.

(d) The term "Purchase Price" means the price per share paid by investors for the Qualified Financing Securities at the time of the closing of the Qualified Financing, subject to adjustment pursuant to Section 8 hereof.

(e) The term "Qualified Financing" shall have the meaning set forth in the Notes.

(f) The term "Qualified Financing Securities" shall have the meaning set forth in the Notes.

(g) The term "Warrant Number" means that number of shares (including, for purposes of determining such number, any fractional shares) of Qualified Financing Securities as obtained by dividing (1) 157,745 by (ii) the Purchase Price. The Warrant Number shall be subject to adjustment pursuant to Section 8 hereof.

2. Payment of Purchase Price In Cash, Net Issue Election.

(a) This Warrant may be exercised in full or in part by the Holder by surrender of this Warrant, with the Subscription Notice (in the form attached hereto) duly executed by such Holder, to the Company at its principal office, accompanied by payment, in cash or by certified or official bank check payable to the order of the Company, of the aggregate purchase price of the share to be purchased hereunder.

(b) The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the Net Issue Election Notice (in the form attached hereto) duly executed, at the principal office of the Company. Thereupon, the Company, within a reasonable time and subject to any applicable federal or state securities laws, shall issue to the Holder such number of fully paid and nonassessable shares of Qualified Financing Securities being acquired as is computed using the following formula:

$$\frac{X = Y\,(A-B)}{A}$$

where:

X = the number of shares of Qualified Financing Securities to be issued to the Holder pursuant to this Section 2(b);

Y = the number of shares of Qualified Financing Securities covered by this Warrant in respect of which the net issue election is made pursuant to this Section 2(b);

A = the fair market value of one share of Qualified Financing Securities as determined in good faith by the Board of Directors of the Company, as at the time the net issue election is made pursuant to this Section 2(b); and

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this Section 2(b).

The Board of Directors of the Company shall promptly respond in writing to an inquiry by the Holder as to the fair market value of one share of Qualified Financing Securities.

3. Delivery Upon Exercise. This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise pursuant to Section 2(a) or Section 2(b) above, and the person or persons entitled to receive the shares of Qualified Financing Securities issuable upon such exercise shall be treated for all purposes as the holder or holders of record of such share as of the close of business on such date (whether or not the transfer books of the Company are closed on such date). As promptly as practicable after such date and subject to any applicable federal

or state securities laws, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of full shares of Qualified Financing Securities issuable upon such exercise, plus with respect to each such person, in lieu of any fractional share to which such person would otherwise be entitled, cash equal to such fraction multiplied by the then fair market value (as determined in good faith by the Board of Directors) of one full share of Qualified Financing Securities. In the event of any partial exercise of this Warrant, the Holder shall be entitled to receive a new warrant of similar tenor, dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant was not exercised.

4. Reserved Shares; Valid Issuance. The Company covenants that at all times from and after the closing of the Qualified Financing, it shall reserve and keep available such number of its authorized shares of Qualified Financing Securities, free from all preemptive or similar rights therein, as will be sufficient to permit the exercise of this Warrant in full. If at any time the number of authorized but unissued shares of Qualified Financing Securities shall not be sufficient to effect the full exercise of this Warrant, the Company shall forthwith take such corporate action as may be necessary to effect such full exercise. The Company further covenants that all shares of Qualified Financing Securities as may be issued upon exercise of this Warrant will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof (other than liens created by the holder thereof).

5. No Stockholder Rights. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company,

6. Warrant Register; Transfers, Etc.

(a) The Company will maintain a register containing the names and addresses of the registered holders of the Warrants. The Holder may change its address as shown on the warrant register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at its address as shown on the warrant register.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the Assignment substantially in the form annexed hereto properly endorsed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee. Upon surrender of this Warrant to the Company, together with the Assignment properly endorsed, by the Holder for transfer with respect to a portion of the total number of shares of Qualified Financing Securities purchasable hereunder, the Company shall issue a new Warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new Warrant covering the number of shares of Qualified Financing Securities in respect of which this Warrant shall not have been transferred.

(c) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant (including a reasonably detailed affidavit with respect to the circumstances of any loss, theft or destruction) and of a written agreement to indemnify the Company against any loss arising from the issuance of such new Warrant.

7. No Impairment. The Company will not, by amendment of its charter or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

8. Stock Splits, Dividends and Combinations. In the event that the Company shall at any time subdivide the outstanding shares of Qualified Financing Securities (or shall issue additional shares of Qualified Financing Securities by way of a dividend or similar transaction), the number of shares of Qualified Financing Securities issuable upon exercise of this Warrant immediately prior to such subdivision or dividend (or similar transaction) shall be proportionately increased, and the Purchase Price shall be proportionately decreased, and in the event that the Company shall at any time combine the outstanding shares of Qualified Financing Securities, the number of shares of Qualified Financing Securities issuable upon exercise of this Warrant immediately prior to such combination shall be proportionately decreased, and the Purchase Price shall be proportionately increased, in each case effective at the close of business on the date of such subdivision, dividend (or similar transaction) or combination, as the case may be; provided however, that there shall be no decrease in the Purchase Price pursuant to this Section 8 with respect to Qualified Financing Securities to the extent that such decrease would cause the Purchase Price to be equal to an amount that is less than the par value of the Qualified Financing Securities.

9. Mergers and Reclassifications. If there shall be any reclassification, capital reorganization or change of the Qualified Financing Securities (other than as a result of a subdivision, combination or stock dividend provided for in Section 8 hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in any reclassification of or change in the Qualified Financing Securities), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company, then, as a condition of such reclassification, reorganization, change, consolidation, merger, sale or conveyance, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such reclassification, reorganization, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Qualified Financing Securities that might have been purchased by the Holder immediately prior to such reclassification, reorganization, change, consolidation, merger, sale or conveyance, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof.

10. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate from the principal financial officer of the Company setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

11. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right; or

(b) any voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then and in each such event the Company will mail or cause to be mailed to the Holder a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the date on which any such dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record in respect of such event are to be determined. Such notice shall be mailed at least ten (10) days prior to the date specified in such notice on which any such action is to be taken.

12. Amendment. No provision of this Warrant may be amended, modified or waived except with the written consent of the Company and the Holder.

13. Miscellaneous. This Warrant shall be binding upon the Company’s successors and assigns and shall inure to the benefit of the Holder’s successors, legal representatives and permitted assigns. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof. This Warrant is being executed as an instrument under seal. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Executed copies of this Warrant delivered by fax shall have the same force and effect as an original signature copy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Warrant to Purchase Preferred Stock to be executed by its duly authorized officers as of the date first above written.

GEVO, INC.

By: /s/ Matthew Peters
Matthew Peters, Vice President

Exhibit 4.11

WARRANT

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*1933 ACT*"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED UNLESS SUCH SALE OR TRANSFER IS IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS IS AVAILABLE WITH RESPECT THERETO.

PREFERRED STOCK PURCHASE WARRANT

Warrant No. ______

Number of Shares: up to 55,000 shares of Series D Preferred Stock

GEVO, INC.

Effective as of July 20, 2009

Void after July 20, 2016

1. Issuance. This Preferred Stock Purchase Warrant (the "*Warrant*") is issued to **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** by **GEVO, INC.**, a Delaware corporation (hereinafter with its successors called the "*Company*").

2. Purchase Price; Number of Shares. The registered holder of this Warrant (the "*Holder*"), commencing on the date hereof until such time as this Warrant is exercised in full or, subject to **Section 7**, expires, is entitled upon surrender of this Warrant with the subscription form annexed hereto duly executed, at the principal office of the Company, to purchase from the Company, at a price per share of $7.04 (the "*Purchase Price*"), 55,000 fully paid and nonassessable shares of the Company's Series D Preferred Stock, $0.01 par value (the "*Preferred Stock*").

Until such time as this Warrant is exercised in full or expires, the Purchase Price and the securities issuable upon exercise of this Warrant are subject to adjustment as hereinafter provided. The person or persons in whose name or names any certificate representing shares of Preferred Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as at the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

3. Payment of Purchase Price. The Purchase Price may be paid (i) in cash or by check, (ii) by the surrender by the Holder to the Company of any promissory notes or other obligations issued by the Company, with all such notes and obligations so surrendered being credited against the Purchase Price in an amount equal to the principal amount thereof plus accrued interest to the date of surrender, or (iii) by any combination of the foregoing.

4. Net Issue Election. Until such time as this Warrant is exercised in full or, subject to **Section 7**, expires, the Holder may elect to receive, without the payment by the Holder of any additional consideration, shares of Preferred Stock equal to the value of this Warrant or any portion hereof (but not for a fraction of a share) by the surrender of this Warrant or such portion to the Company, with the net issue election notice annexed hereto duly executed, at the principal office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Preferred Stock as is computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

where: X = the number of shares of Preferred Stock to be issued to the Holder pursuant to this **Section 4.**

Y = the number of shares of Preferred Stock covered by this Warrant in respect of which the net issue election is made pursuant to this **Section 4.**

A = the Fair Market Value (defined below) of one share of Preferred Stock, as determined at the time the net issue election is made pursuant to this **Section 4**.

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this **Section 4**.

"*Fair Market Value*" of a share of Preferred Stock (or fully paid and nonassessable shares of the Company's common stock, $0.01 par value (the "*Common Stock*") if the Preferred Stock has been automatically converted into Common Stock) as of the date that the net issue election is made (the "*Determination Date*") shall mean:

(i) If the net issue election is made in connection with and contingent upon the closing of the sale of the Company's Common Stock to the public in a public offering pursuant to a Registration Statement under the 1933 Act (a "*Public Offering*"), and if the Company's Registration Statement relating to such Public Offering ("*Registration Statement*") has been declared effective by the Securities and Exchange Commission, then the initial "Price to Public" specified in the final prospectus with respect to such offering multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible.

(ii) If the net issue election is not made in connection with and contingent upon a Public Offering, then as follows:

(a) If traded on a securities exchange or the Nasdaq National Market, the fair market value of the Common Stock shall be deemed to be the average of the closing or last reported sale prices of the Common Stock on such exchange or market over the five-trading-day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible;

(b) If otherwise traded in an over-the-counter market, the fair market value of the Common Stock shall be deemed to be the average of the closing bid or sales prices, whichever is applicable, of the Common Stock over the five-trading-day period ending five trading days prior to the Determination Date, and the fair market value of the Preferred Stock shall be deemed to be such fair market value of the Common Stock multiplied by the number of shares of Common Stock into which each share of Preferred Stock is then convertible; and

(c) If there is no public market for the Common Stock, then fair market value shall be determined in good faith by the Company's Board of Directors.

5. Partial Exercise. This Warrant may be exercised in part, and the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

6. Fractional Shares. In no event shall any fractional share of Preferred Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant in its entirety, the Holder would, except as provided in this **Section 6**, be entitled to receive a fractional share of Preferred Stock, then the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the Purchase Price in effect under this Warrant.

7. Expiration Date; Automatic Exercise. This Warrant shall expire at the earliest to occur of (the "*Expiration Date*") (i) at 5:00 p.m. (Mountain time) on July 20, 2016; (ii) three years after the closing of the initial Public Offering of the Company on the NASDAQ or other stock exchange in the United States, and shall be void thereafter.

Notwithstanding the term of this Warrant fixed pursuant to this **Section 7**, and provided Holder has received advance written notice of at least twenty (20) business days and this Warrant has not earlier expired or been exercised in full, and provided this Warrant has not been assumed by the successor entity (or parent thereof), immediately prior to the consummation of a Merger (as defined below), this Warrant shall automatically be exercised pursuant to **Section 4** hereof, without any action by Holder. "*Merger*" means: (i) a sale of all or substantially all of the Company's assets to an Unaffiliated Entity (as defined below), or (ii) the merger, consolidation or acquisition of the Company with, into or by an Unaffiliated Entity (other than a merger or consolidation for the principle purpose of changing the domicile of the Company or a transaction or series of transactions principally for bona fide equity financing purposes), that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company. "*Unaffiliated Entity*" means any entity that is owned or controlled by parties who own less than twenty percent (20%) of the combined voting power of the outstanding voting securities of the Company immediately prior to such merger, consolidation or acquisition. Notwithstanding the foregoing, in the event that any outstanding warrants to purchase equity securities of the Company are assumed by the successor entity of a Merger (or parent thereof), this Warrant shall also be similarly assumed. The Company agrees to promptly give the Holder written notice of any proposed Merger and written notice of termination of any proposed Merger. Notwithstanding anything to the contrary in this Warrant, the Holder may rescind any exercise of its purchase rights after a notice of termination of the proposed Merger if the exercise of this Warrant occurred after the Company notified the Holder that the Merger was proposed or if the exercise was otherwise precipitated by such proposed Merger, provided, however that such rescission right must be exercised within thirty (30) days of receipt of such written notice of termination of the proposed Merger. In the event of such rescission, this Warrant will continue to be exercisable on the same terms and conditions.

8. Reserved Shares; Valid Issuance. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of Preferred Stock and Common Stock free from all preemptive or similar rights therein, as will be sufficient to permit, respectively, the exercise of this Warrant in full and the conversion into shares of Common Stock of all shares of Preferred Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise and/or conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. Stock Splits and Dividends. If after the date hereof the Company shall subdivide the Preferred Stock, by split-up or otherwise, or combine the Preferred Stock, or issue additional shares of Preferred Stock in payment of a stock dividend on the Preferred Stock, the number of shares of Preferred Stock issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, and the Purchase Price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

10. Adjustments for Diluting Issuances. The other antidilution rights applicable to the Preferred Stock and the Common Stock of the Company are set forth in the Amended and Restated Certificate of Incorporation, as amended from time to time (the "*Articles*"), a true and complete copy in its current form which is attached hereto as ***Exhibit A***. Such rights shall not be restated, amended or modified in any manner which affects the Holder differently than the holders of Preferred Stock without such Holder's prior written consent. The Company shall promptly provide the Holder hereof with any restatement, amendment or modification to the Articles promptly after the same has been made.

11. Mergers and Reclassifications. If after the date hereof the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Preferred Stock which might have been purchased by the Holder upon the exercise of this Warrant immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Purchase Price and the number of shares issuable hereunder and the provisions relating to the net issue election) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof. For the purposes of this **Section 11**, the term "*Reorganization*" shall include without limitation any reclassification, capital reorganization or change of the Preferred Stock (other than as a result of a subdivision, combination or stock dividend provided for in **Section 9** hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a Merger provided for in **Section 7** hereof).

12. Certificate of Adjustment. Whenever the Purchase Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate of the Company's chief financial officer setting forth the Purchase Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. Notices of Record Date, Etc. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase, sell or otherwise acquire or dispose of any shares of stock of any class or any other securities or property;

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger of the Company with another entity, or sale or conveyance of all or substantially all of its assets; or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company; then in each such event the Company will provide or cause to be provided to the Holder a written notice thereof. Such notice shall be provided at least twenty (20) business days prior to the date specified in such notice on which any such action is to be taken.

14. Representations, Warranties and Covenants. This Warrant is issued and delivered by the Company and accepted by each Holder on the basis of the following representations, warranties and covenants made by the Company:

(a) The Company has all necessary corporate authority to issue, execute and deliver this Warrant and to perform its obligations hereunder. This Warrant has been duly authorized, issued, executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(b) The shares of Preferred Stock issuable upon the exercise of this Warrant have been duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully paid and nonassessable.

(c) Subject in part to the truth and accuracy of Holder's representations and covenants set forth in **Section 17**, the issuance, execution and delivery of this Warrant do not, and the issuance of the shares of Preferred Stock upon the exercise of this Warrant in accordance with the terms hereof will not, (i) violate or contravene the Company's Articles or by-laws, or any law, statute, regulation, rule, judgment or order applicable to the Company or (ii) violate, contravene or result in a breach or default under any contract, agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound.

(d) Until the earlier of the expiration or exercise in full of this Warrant, the Company will provide to the Holder the financial and other information described in the Loan Agreement.

(e) So long as this Warrant has not terminated, Holder shall be entitled to receive such financial and other information as the Holder would be entitled to receive under the Stock Purchase Agreement applicable to the Preferred Stock if Holder were a holder of that number of shares issuable upon full exercise of this Warrant.

(f) As of the date hereof, the authorized capital stock of the Company consists of (i) 25,000,000 shares of Common Stock, of which 1,164,312 shares are issued and outstanding 13,922,337 shares are reserved for issuance upon conversion of the Preferred Stock, and up to 2,287,493 shares of which have been reserved for issuance under the Company's 2006 Omnibus Securities and Incentive Plan; and (ii) 13,922,337 shares of Preferred Stock, consisting of 1,000,000 shares designated as Series A-1 Preferred Stock, all of which are issued and outstanding; 1,084,000 shares designated as Series A-2 Preferred Stock, all of which are issued and outstanding; 930,000 shares designated as Series A-3 Preferred Stock, of which 915,000 shares are issued and outstanding and 15,000 shares have been reserved for issuance upon the exercise of warrants; 873,390 shares designated as Series A-4 Preferred Stock, of which 858,369 shares are issued and outstanding and 15,021 shares have been reserved for issuance upon the exercise of a warrants; 1,027,397 shares designated as Series B Preferred Stock, all of which are issued and outstanding, 3,325,731 shares designated as Series C Preferred Stock, 3,102,190 of which are issued and outstanding, and up to 223,541 shares of which have been reserved for issuance upon the exercise of warrants, and 5,681,819 shares designated as Series D Preferred Stock, of which 3,480,116 shares are issued and outstanding and 55,000 shares have been reserved for issuance upon the exercise of this Warrant. Attached hereto as Exhibit B is a capitalization table summarizing the capitalization of the Company. From the date hereof until the earlier of the expiration or exercise in full of this Warrant, once per calendar quarter, the Company will provide Holder with a current capitalization table indicating changes, if any, to the number of outstanding shares of common stock and preferred stock.

15. Registration Rights. The Company grants to the Holder all the rights of a "Holder" and an "Investor" under the Company's Fourth Amended and Restated Investors' Rights Agreement dated as of April 24, 2009 (the "*Rights Agreement*"), including, without limitation, the registration rights contained therein, and agrees, if necessary, to use its commercially reasonable efforts to amend the Rights Agreement so that (i) the shares of Common Stock issuable upon conversion of the shares of Preferred Stock issuable upon exercise of this Warrant shall be "*Registrable Securities*," and (ii) the Holder shall be a "Holder" and an "Investor" for all purposes of such Rights Agreement.

16. Amendment. The terms of this Warrant may be amended, modified or waived only with the written consent of the Holder and the Company.

17. Representations and Covenants of the Holder. This Warrant has been entered into by the Company in reliance upon the following representations and covenants of the Holder, which by its execution hereof the Holder hereby confirms:

(a) Investment Purpose. The right to acquire Preferred Stock or the Preferred Stock issuable upon exercise of the Holder's rights contained herein will be acquired for investment and not with a view to the sale or distribution of any part thereof, and the Holder has no present intention of selling or engaging in any public distribution of the same except pursuant to a registration or exemption.

(b) Accredited Investor. Holder is an "accredited investor" within the meaning of the Securities and Exchange Rule 501 of Regulation D, as presently in effect.

(c) Private Issue. The Holder understands (i) that the Preferred Stock issuable upon exercise of the Holder's rights contained herein is not registered under the 1933 Act or qualified under applicable state securities laws on the ground that the issuance contemplated by this Warrant will be exempt from the registration and qualifications requirements thereof, and (ii) that the Company's reliance on such exemption is predicated on the representations set forth in this **Section 17**.

(d) Financial Risk. The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment.

(e) Rule 144. The Holder acknowledges that this Warrant, the Preferred Stock issuable upon exercise of this Warrant and the Common Stock issuable upon conversion of such Preferred Stock must be held indefinitely unless they are subsequently registered under the 1933 Act or an exemption from such registration is available. The Holder has been advised or is aware of the provisions of Rule 144 promulgated under the 1933 Act.

(f) Access to Data. The Holder has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and has had the opportunity to inspect the Company's facilities.

18. Notices, Transfers, Etc.

(a) Any notice or written communication required or permitted to be given to the Holder may be given by certified mail or delivered to the Holder at the address most recently provided by the Holder to the Company.

(b) Subject to compliance with applicable federal and state securities laws, this Warrant may be transferred by the Holder with respect to any or all of the shares purchasable hereunder. Upon surrender of this Warrant to the Company, together with the assignment notice annexed hereto duly executed, for transfer of this Warrant as an entirety by the Holder, the Company shall issue a new warrant of the same denomination to the assignee, subject to the restrictions on transfer set forth in this **Section 18(b)** and the representations and covenants contained in **Section 17**. Upon surrender of this Warrant to the Company, together with the assignment hereof properly endorsed, by the Holder for transfer with respect to a portion of the shares of Preferred Stock purchasable hereunder, the Company shall issue a new warrant to the assignee, in such denomination as shall be requested by the Holder hereof, and shall issue to such Holder a new warrant covering the number of shares in respect of which this Warrant shall not have been transferred.

(c) Each certificate representing (i) the Preferred Stock issuable upon exercise of this Warrant, (ii) the shares of Common Stock issued upon conversion of such Preferred Stock or (iii) any other securities issued in respect to such Preferred Stock or Common Stock upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless such securities have been registered under the 1933 Act or sold under Rule 144) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE AND DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED DUE TO AN EXEMPTION THEREFROM UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(d) In case this Warrant shall be mutilated, lost, stolen or destroyed, the Company shall issue a new warrant of like tenor and denomination and deliver the same (i) in exchange and substitution for and upon surrender and cancellation of any mutilated Warrant, or (ii) in lieu of any Warrant lost, stolen or destroyed, upon receipt of an affidavit of the Holder or other evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant

19. No Impairment. The Company will not, by amendment of its Articles or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

20. No Voting or Dividend Rights. Nothing contained in this Warrant shall be construed as conferring upon Holder hereof the right to vote or to consent as a stockholder in respect of meetings of stockholders for the election of directors of the Company or any other matters or any rights whatsoever as a stockholder of Company. No dividends or interest shall be payable or accrued in respect of this Warrant or the interest represented hereby or the shares purchasable hereunder until, and only to the extent that, this Warrant shall have been exercised.

21. Governing Law. The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its principles regarding conflicts of laws.

22. Successors and Assigns. This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns.

23. Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday or Sunday or a legal holiday in California, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

24. Qualifying Public Offering. If the Company shall effect a firm commitment underwritten public offering of shares of Common Stock which results in the conversion of the Preferred Stock into Common Stock pursuant to the Company's Articles in effect immediately prior to such offering, then, effective upon such conversion, this Warrant shall change from the right to purchase shares of Preferred Stock to the right to purchase shares of Common Stock, and the Holder shall thereupon have the right to purchase, at a total price equal to that payable upon the exercise of this Warrant in full, the number of shares of Common Stock which would have been receivable by the Holder upon the exercise of this Warrant for shares of Preferred Stock immediately prior to such conversion of such shares of Preferred Stock into shares of

Common Stock, and in such event appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including, without limitation, the provisions for the adjustment of the Purchase Price and of the number of shares purchasable upon exercise of this Warrant and the provisions relating to the net issue election) shall thereafter be applicable to any shares of Common Stock deliverable upon the exercise hereof.

25. Value. The Company and the Holder agree that the value of this Warrant on the date of grant is $100.

Gevo, Inc.

By: /s/ Mark Smith
Name: Mark Smith
Title: Chief Financial Officer

Exhibit 10.1

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT NO. 5441 (this "*Agreement*") is entered into as of December 18, 2006, by and between **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** ("*Lender*") and **GEVO, INC.**, a Delaware corporation ("*Borrower*") and sets forth the terms and conditions upon which Lender will lend and Borrower will repay money. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Initially capitalized terms used and not otherwise defined herein are defined in the California Uniform Commercial Code ("*UCC*").

"*ACH*" means the Automated Clearing House electronic funds transfer system.

"*Advance*" means a Loan advanced by Lender to Borrower hereunder.

"*Basic Rate*" means a variable *per annum* rate of interest equal to the Index plus the Interest Margin which shall be subject to upward adjustment as provided in the Loan Agreement. On and after the Loan Commencement Date, the Basic Rate shall be fixed and the Index and the Interest Margin shall not be subject to any further adjustments.

"*Borrower's Books*" means all of Borrower's books and records, including records concerning Collateral, Borrower's assets, liabilities, business operations or financial condition, on any media, and the equipment containing such information.

"*Borrowing Base*" means the Equipment Borrowing Base.

"*Collateral*" means: **(i)** all property in which Lender now has or hereafter obtains a security interest or which is listed on any UCC-1 naming Borrower as Debtor in any capacity and Lender or an affiliate of Lender as Secured Party including ***Exhibit A*** attached hereto; and **(ii)** all products and proceeds of the foregoing, including proceeds of insurance and proceeds of proceeds.

"*Commitment*" means $750,000.

"*Commitment Fee*" means $5,000.

"*Commitment Termination Date*" means the earliest to occur of **(i)** December 31, 2007; **(ii)** any Default or Event of Default, or **(iii)** in Lender's sole judgment, any adverse change in the management or composition of Borrower's Board of Directors after the date hereof.

"*Default*" means any event that with the passing of time or the giving of notice or both would become an Event of Default.

"*Default Rate*" means the lesser of 18% per annum or the highest rate permitted by applicable law.

"*Disclosure Schedule*" means the schedule attached as ***Schedule 1*** hereto.

"*Eligible Equipment*" means various new and used office equipment, computers and peripherals, office furniture, analytical and test equipment, and laboratory equipment and any other equipment approved by Lender in its reasonable discretion, and that comply with all of Borrower's representations and warranties herein; up to 30% of Eligible Equipment may consist of software, leasehold improvements, freight, installation, sales tax and other costs approved by Lender.

"*Equipment Borrowing Base*" means 100% of the purchase price of Eligible Equipment, provided such equipment has been purchased within 120 days of the Funding Date.

"*Event of Default*" is defined in **Section 8**.

"*Funding Date*" means any date on which an Advance is made to or on account of Borrower hereunder.

"*Indebtedness*" means **(i)** all indebtedness for borrowed money or the deferred purchase of property or services, **(ii)** all obligations evidenced by notes, bonds, debentures or similar instruments, **(iii)** all capital lease obligations; and **(iv)** all contingent obligations, including guaranties and obligations of reimbursement or respecting letters of credit.

"*Incumbency Certificate*" means the document in the form of ***Exhibit E***.

"*Index*" means the prevailing variable Prime Rate of annual interest as quoted from time to time in the western edition of the Wall Street Journal.

"*Interest Margin*" means **(i)** 2.25% per annum during the Interest Only Period and **(ii)** 0.5% per annum on and after the Loan Commencement Date.

"*Interest Only Period*" means the period commencing on the date hereof and continuing until the Loan Commencement Date.

"*Lender's Expenses*" means all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the preparation, negotiation, modification, administration, or enforcement of the Loan or Loan Documents, or the exercise or preservation of any rights or remedies by Lender, whether or not suit is brought. Lender will apply deposits received before the date hereof, if any, towards Lender's Expenses.

"*Lien*" means any lien, security interest, pledge, bailment, lease, mortgage, hypothecation, conditional sales and title retention agreement, charge, claim, or other encumbrance.

"*Loan*" means all of the Advances, however evidenced, and all other amounts due or to become due hereunder.

"*Loan Commencement Date*" means January 1 2008.

"*Loan Documents*" means, collectively, this Agreement, the Warrant, the Notes and all other documents, instruments and agreements entered into between Borrower and Lender in connection with the Loan, all as amended or extended from time to time.

"*Note*" means a Secured Promissory Note in the form of ***Exhibit B***.

"*Notice of Borrowing*" means the form attached as ***Exhibit D***.

"*Obligations*" means all Loans, debt, principal, interest, fees, charges, Lender's Expenses and other amounts, obligations, covenants, and duties owing by Borrower to Lender of any kind or description (whether pursuant to the Loan Documents or otherwise (with the exception of the Warrant), and whether or not for the payment of money), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including any of the same obtained by Lender by assignment or otherwise, and all amounts Borrower is required to pay or reimburse by the Loan Documents, by law, or otherwise.

"*Permitted Liens*" means: **(i)** Liens in favor of Lender; **(ii)** Liens for taxes, fees, assessments or other governmental charges or levies not delinquent or being contested in good faith by appropriate proceedings, that do not jeopardize Lender's interest in any Collateral; **(iii)** Liens to secure payment of worker's compensation, employment insurance, old age pensions or other social security obligations of Borrower on which Borrower is current and are in the ordinary course of its business; provided none of the same diminish or impair Lender's rights and remedies respecting the Collateral; and **(iv)** statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other similar Liens imposed by law, which are incurred in the ordinary course of business for sums not more than 90 days delinquent or which are being contested in good faith; provided none of the same diminish or impair Lender's rights and remedies respecting the Collateral.

"*Regulated Substance*" means any substance, material or waste the use, generation, handling, storage, treatment or disposal of which is regulated by any local or state government authority, including any of the same designated by any authority as hazardous, genetic, cloning, fetal, or embryonic.

"*Responsible Officer*" means each person as authorized by the board of directors of Borrower as set forth on the Incumbency Certificate.

"*Term*" means the period from and after the date hereof until the full, final and indefeasible payment and performance of all Obligations.

"*Warrant*" means the Warrant in favor of Lender and its affiliates to purchase securities of Borrower substantially in the form of ***Exhibit C***.

1.2 Interpretation. References to "Articles," "Sections," "Exhibits," and "Schedules" are to articles, sections, exhibits and schedules herein and hereto unless otherwise indicated. "Hereof," "herein" and "hereunder" refer to this Agreement as a whole. "Including" is not limiting. All accounting and financial computations shall be computed in accordance with generally accepted accounting principles consistently applied ("*GAAP*"). "Or" is not necessarily exclusive. All interest computation shall be based on a 360-day year and actual days elapsed.

2. THE LOANS

2.1 Commitment. Subject to the terms hereof, Lender will make Advances to Borrower up to the lesser of **(i)** the principal amount of the Commitment or **(ii)** 100% of Equipment Borrowing Base, on or before the Commitment Termination Date. Notwithstanding anything in the Loan Documents to the contrary, Lender's obligation to make any Advances or to lend the undisbursed portion of the Commitment shall terminate on the Commitment Termination Date. Repaid principal of the Advances may not be re-borrowed.

2.2 The Advances. A Note setting forth the specific terms of repayment will evidence each Advance. No Advance will be made for less than $100,000, unless less than $100,000 remains available under the Commitment for borrowing. Absence of a Note evidencing any portion of the Loan shall not impair Borrower's obligation to repay it to Lender.

2.3 Terms of Payment, Repayment.

(a) Repayment. Borrower shall repay the principal and pay interest on each Advance on the terms set forth in the applicable Note. Amounts not paid when due hereunder or under the Note shall bear interest at the Default Rate. If a court of competent jurisdiction determines that Lender has received payments that, if interest, would exceed the maximum lawfully permitted, Lender will instead apply such money to fees and expenses and then to early prepayment of principal.

(b) Payments. All payments due to Lender must be, at Lender's option, paid to Lender in cash or through ACH. Borrower shall execute and deliver the ACH Authorization Form substantially in the form of ***Exhibit G***. If the ACH payment arrangement is terminated for any reason, Borrower shall make all payments due to Lender at Lender's address specified in **Section 11**.

(c) Default Rate. While an Event of Default has occurred and is continuing, interest on the Loan shall be increased to the Default Rate. Lender's failure to charge or accrue interest at the Default Rate during the existence of a Default shall not be deemed a waiver by Lender of its right or claim thereto.

(d) Date. Whenever any payment due under the Loan Documents is due on a day other than a business day, such payment shall be made on the next succeeding business day, and such extension of time shall be included in the computation of interest or fees, as the case may be.

2.4 Fees. Borrower shall pay to Lender the following:

(a) Commitment Fee. The Commitment Fee, which has been previously paid by Borrower, and shall be applied by Lender to Lender's Expenses and other Obligations;

(b) Late Fee. On demand, a late charge on any sums due hereunder that are not paid when due, in an amount equal to 2% of the past due amount, payable on demand.

(c) Lender's Expenses. When requested, all Lender's Expenses within 20 days of request. Lender's Expenses not paid when due shall bear interest as principal at the Default Rate.

3. CONDITIONS OF ADVANCES; PROCEDURE FOR REQUESTING ADVANCES

3.1 Conditions Precedent to any and all Advances. The obligation of Lender to make any Advances is subject to each and every of the following conditions precedent in form and substance satisfactory to Lender in its sole discretion: **(i)** this Agreement, a Note evidencing the Advance, the Warrant, and all other UCC financing statements, and other documents required or as specified herein have been duly authorized, executed and delivered; **(ii)** Lender's receipt of all vendor invoices, bills of sale, receipts, agreements, proof of payment, and other documents as Lender shall reasonably request to evidence the ownership by Borrower of, the payment in full of the purchase price of, and the fair market value of, Collateral; **(iii)** no Default or Event of Default has occurred and is continuing; **(iv)** delivery of a Notice of Borrowing with respect to the proposed Advance; **(v)** Lender's security interests in the Collateral are valid and first priority, except for Permitted Liens; and **(vi)** all such other items as Lender may reasonably deem necessary or appropriate have been delivered or satisfied. The extension of an Advance prior to the receipt by Lender of any of the foregoing shall not constitute a waiver by Lender of Borrower's obligation to deliver such item.

3.2 Procedure for Making Advances. For any Advance, Borrower shall provide Lender an irrevocable Notice of Borrowing at least 15 business days prior to the desired Funding Date and Lender shall only be required to make Advances hereunder based upon written requests which comply with the terms and exhibits of this Loan Agreement (as the same may be amended from time to time), and which are submitted and signed by a Responsible Officer. Borrower shall execute and deliver to Lender a Note and such other documents and instruments as Lender may reasonably require for each Advance made. With respect to the initial Advance hereunder, Lender agrees to finance equipment delivered to Borrower since January 1, 2006, *provided* the Notice of Borrowing for such Advance is delivered to Lender within 30 days from the date of this Agreement.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. Borrower grants to Lender a valid, first priority, continuing security interest in all present and future Collateral in order to secure prompt, full, faithful and timely payment and performance of all Obligations.

4.2 Inspections. Lender shall have the right upon reasonable prior notice to inspect Borrower’s Books, including computer files, and to make copies, and to test, inspect and appraise the Collateral, in order to verify any matter relating to Borrower or the Collateral.

4.3 Authorization to File Financing Statements. Borrower irrevocably authorizes Lender at any time and from time to time to file in any jurisdiction any financing statements and amendments that: **(i)** name Collateral as collateral thereunder, regardless of whether any particular Collateral falls within the scope of the UCC; **(ii)** contain any other information required by the UCC for sufficiency or filing office acceptance, including organization identification numbers; and **(iii)** contain such language as Lender determines helpful in protecting or preserving rights against third parties. Borrower ratifies any such filings made prior to the date hereof.

5. REPRESENTATIONS AND WARRANTIES

Borrower represents, warrants and covenants as follows:

5.1 Due Organization and Qualification. Borrower is a corporation duly formed, existing and in good standing under the laws of its state of incorporation and qualified and licensed to do business in, and is in good standing in, any state in which the conduct of its business or its ownership of property requires that it be so qualified or in which the Collateral is located.

5.2 Authority. Borrower has all corporate power and authority, and has taken all actions, and has obtained all third party consents necessary to execute, deliver, and perform the Loan Documents.

5.3 Disclosure Schedule. All information on the Disclosure Schedule is true, correct and complete.

5.4 Authorization; Enforceability. The execution and delivery hereof, the granting of the security interest in the Collateral, the incurring of the Obligations, the execution and delivery of all Loan Documents and the consummation of the transactions herein and therein contemplated have been duly authorized by all necessary action by Borrower. The Loan Documents constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy or similar laws relating to enforcement of creditors’ rights generally.

5.5 Name and Location. Borrower has not done business under any name other than that specified on the signature page hereof or as set forth on the Disclosure Schedule. The chief executive office, principal place of business, and the place where Borrower maintains its records concerning the Collateral is set forth in **Section 11**. The Collateral is presently located at the address(es) set forth in **Section 11** and on the Disclosure Schedule.

5.6 Litigation. To Borrower’s knowledge, all actions or proceedings pending or threatened by or against Borrower before any court or administrative agency are set forth on the Disclosure Schedule.

5.7 Financial Statements. All financial statements delivered by Borrower to Lender fairly represent the financial condition of the Borrower. All statements respecting Collateral that have been or may hereafter be delivered by Borrower to Lender are true, complete and correct in all material respects for the periods indicated.

5.8 Solvency. Borrower is solvent and able to pay its debts (including trade debts) as they come due.

5.9 Taxes. Borrower has filed and will file all required tax returns, and has paid and will pay all taxes it owes other than where the failure to comply would not reasonably be expected to have an adverse effect on Borrower.

5.10 Rights; Title to Assets. Borrower possesses and owns all necessary assets, rights, trademarks, trade names, copyrights, patents, patent rights, franchises and licenses which it needs to conduct of its business as now operated or proposed to be operated. Borrower has good title to the Collateral, free and clear of any Liens except for Permitted Liens.

5.11 Full Disclosure. No written representation, warranty or other statement made by Borrower in any Loan Document, certificate or statement furnished to Lender contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading.

5.12 Regulated Substances. Borrower complies and will comply with all laws respecting Regulated Substances.

5.13 Reaffirmation. Each Notice of Borrowing will constitute **(i)** a warranty and representation in favor of Lender that there does not exist any Default and **(ii)** a reaffirmation as of the date thereof of all of the representations and warranties contained in this Agreement and the Loan Documents.

6. Affirmative Covenants

Borrower covenants and agrees that it shall do all of the following:

6.1 Good Standing and Compliance. Borrower shall maintain all governmental licenses, rights and agreements necessary for its operations or business and comply in all material respects with all statutes, laws, ordinances and government rules and regulations to which it is subject.

6.2 Financial Statements, Reports, Certificates. Borrower shall deliver to Lender: **(i)** as soon as prepared, and no later than 30 days after the end of each calendar month, a balance sheet, income statement and cash flow statement covering Borrower's operations during such period; **(ii)** as soon as prepared, but no later than 90 days after the end of the fiscal year, audited financial statements prepared in accordance with GAAP, together with an opinion that such financial statements fairly present Borrower's financial condition by an independent public accounting firm reasonably acceptable to Lender;
(iii) immediately upon notice thereof, a report of any legal or administrative action pending or threatened against Borrower which is likely to result in liability to Borrower in excess of $50,000; and **(iv)** such other financial information as Lender may reasonably request from time to time. Financial statements delivered pursuant to subsections **(i)** and **(ii)** above shall be accompanied by a certificate signed by a Responsible Officer (each an "*Officer's Certificate*") in the form of ***Exhibit F***.

6.3 Notice of Defaults. Upon any Default or Event of Default, deliver an Officer's Certificate setting forth the facts relating to or giving rise thereto, and the Borrower's proposed action with respect thereto.

6.4 Use; Maintenance. Borrower, at its expense, shall **(i)** maintain the Collateral in good condition, reasonable wear and tear excepted, and will comply in all material respects with all laws, rules and regulations regarding use and operation of the Collateral and **(ii)** repair or replace any lost or damaged Collateral.

6.5 Insurance. Borrower, at its own expense, shall maintain insurance in amounts and coverages reasonably satisfactory to Lender. Each insurance policy shall: **(i)** name Lender loss payee or additional insured, as appropriate, **(ii)** provide for insurer's waiver of its right of subrogation against Lender and Borrower, **(iii)** provide that such insurance shall not be invalidated by any action of, or breach of warranty by, Borrower and waive set-off, counterclaim or offset against Lender, **(iv)** be primary without a right of contribution of Lender's insurance, if any, or any obligation on the part of Lender to pay premiums of Borrower, and **(v)** require the insurer to give Lender at least 30 days prior written notice of cancellation. Borrower shall furnish all certificates of insurance required by Lender.

6.6 Loss Proceeds. So long as no Event of Default has occurred and is continuing, any proceeds of insurance on or condemnation of Collateral shall, at Borrower's election and so long as Lender's security interest in such proceeds remains first priority, be used either to repair or replace such Collateral or otherwise applied to the purchase or acquisition of property useful to Borrower's business.

6.7 Further Assurances. At any time and from time to time, Borrower shall execute and deliver such further instruments and take such further action as Lender may reasonably request to effect the intent and purposes hereof, to perfect and continue perfected and of first priority Lender's security interests in the Collateral, and to effect and maintain ACH payment arrangements.

7. Negative Covenants

Borrower will not do any of the following:

7.1 Location of Collateral. Change its chief executive office or principal place of business or remove, except in the ordinary course of Borrower's business, the Collateral or Borrower's Books from the premises listed in **Section 11** without giving 30 days prior written notice to Lender.

7.2 Extraordinary Transactions. Enter into any transaction not in the ordinary course of Borrower's business, including the sale, lease, license or other disposition of its assets, other than **(i)** sales of inventory in the ordinary course of Borrower's business; **(ii)** licenses of Borrower's intellectual property assets entered into in the ordinary course of business; and **(iii)** equity financings.

7.3 Restructure. Make any material change in Borrower's financial structure or business operations (other than through the sale of preferred stock to equity investors which does not result in a change of control of Borrower); or suspend operation of Borrower's business.

7.4 Liens. Create, incur, assume or suffer to exist any Lien of any kind with respect to any of the Collateral, whether now owned or hereafter acquired, except for Permitted Liens.

7.5 Distributions. Pay any dividends or distributions, or redeem or purchase, any capital stock, except for repurchases of capital stock from departing employees or directors, under repurchase agreements approved by the Borrower's Board of Directors.

7.6 Transactions with Affiliates. Directly or indirectly enter into any transaction with any affiliate which is on terms less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated entity; *provided*, any such transaction shall not be a breach of this **Section 7.6** if approved by a disinterested majority of the Borrower's Board of Directors.

7.7 Compliance. (i) Become an "investment company" under the Investment Company Act of 1940 or extend credit to purchase or carry margin stock; **(ii)** fail to meet the minimum funding requirements of ERISA; **(iii)** permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; **(iv)** fail to comply with the Federal Fair Labor Standards Act; or **(v)** violate any other material law or material regulation.

7.8 UCC Effectiveness. Change its name, jurisdiction of organization, or take any other action that could render Lender's financing statements misleading under the UCC, without giving Lender 30 days advance written notice.

8. EVENTS OF DEFAULT

Any one or more of the following shall constitute an Event of Default by Borrower hereunder:

8.1 Payment. Borrower fails to pay when due and payable in accordance with the Loan Documents any portion of the Obligations, or cancels an ACH payment or transfer Lender has initiated in conformity with the terms hereof *provided*, *however*, that an Event of Default shall not occur on account of a failure to pay due solely to an administrative or operational error if Borrower had the funds to make the payment when due and makes the payment the business day following Borrower's knowledge of such failure to pay.

8.2 Certain Covenant Defaults. Borrower fails to perform any obligation under **Section 6.5** or **6.6**, or violates any of the covenants contained in **Section 7**.

8.3 Other Covenant Defaults. Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant, or agreement contained in this Agreement, in any of the other Loan Documents, or in any other present or future agreement between Borrower and Lender and has failed to cure such failure within 30 days after its occurrence.

8.4 Attachment. Any material portion of Borrower's assets is attached, seized, subjected to a government levy, lien, writ or distress warrant, or comes into the possession of any trustee or receiver and the same is not returned, removed, waived, stayed, discharged or rescinded within 10 days.

8.5 Other Agreements. There is a default in any agreement to which Borrower is a party resulting in a right by a third party, whether or not exercised, to accelerate the maturity of any Indebtedness, in an amount greater than $50,000, unless the third party has timely waived the default.

8.6 Judgments. One or more judgments for an aggregate of at least $50,000 is rendered against Borrower and remains unsatisfied and unstayed for more than 30 days.

8.7 Injunction. Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct any material part of its business affairs, or if a judgment or other claim becomes a Lien upon any material portion of Borrower's assets.

8.8 Misrepresentation. Any representation, statement, or report made to Lender by Borrower was false or misleading when made in any material respect.

8.9 Enforceability. Lender's ability to enforce its rights against Borrower or any Collateral is impaired in any material respect, or Borrower asserts that any Loan Document is not a legal, valid and binding obligation of Borrower enforceable in accordance with its terms.

8.10 Involuntary Bankruptcy. An involuntary bankruptcy case remains undismissed or unstayed for 30 days or, if earlier, an order granting the relief sought is entered.

8.11 Voluntary Bankruptcy or Insolvency. Borrower commences a voluntary case under applicable bankruptcy or insolvency law, consents to the entry of an order for relief in an involuntary case under any such law, or consents or is subject to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or other similar official of Borrower or any substantial part of its property, or makes an assignment for the benefit of creditors, or fails generally or admits in writing to its inability to pay its debts as they become due, or takes any corporate action in furtherance of any of the foregoing.

8.12 Merger, Sale or Change of Control. The occurrence of **(i)** a merger of Borrower with another entity (whether or not the Borrower is the "surviving entity") whereby the shareholders of Borrower immediately prior to such merger own less than 50% of the outstanding voting securities of Borrower immediately after such merger; **(ii)** the sale (in one or a series of related transactions) of all or substantially all of Borrower's assets; or **(iii)** any transaction (or series of related transactions) other than a transaction that is a bona fide equity financing with the primary purpose of raising capital for Borrower, whereby the shareholders of Borrower immediately prior to such transaction(s) own less than 50% of the outstanding voting securities of Borrower immediately after such transaction(s), and such acquirer or resulting entity (including, Borrower, if Borrower is the resulting or surviving entity) fails to either: **(a)** pay off the Obligations in cash at the closing of the acquisition, merger or sale or **(b)** provide an unconditional, unlimited guaranty or reaffirmation of the Obligations in form and substance satisfactory to Lender and is of a credit quality acceptable to Lender

9. Lender's Rights And Remedies

9.1 Rights and Remedies. Upon the occurrence and continuance of any Event of Default, Lender may, at its election, without notice of election and without demand, do any one or more of the following, all of which are authorized by Borrower: **(i)** accelerate and declare the Loan and all Obligations immediately due and payable; **(ii)** make such payments and do such acts as Lender considers necessary or reasonable to protect its security interest in the Collateral, with such amounts becoming Obligations bearing interest at the Default Rate; **(iii)** exercise any and all other rights and remedies available under the UCC or otherwise; **(iv)** require Borrower to assemble the Collateral at such places as Lender may designate; **(v)** enter premises where any Collateral is located, take, maintain possession of, or render unusable the Collateral or any part of it; **(vi)** without notice to Borrower, set off and recoup against any portion of the Obligations; **(vii)** ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral, in connection with which Borrower hereby grants Lender a license to use without charge Borrower's premises, labels, name, trademarks, and other property necessary to complete, advertise, and sell any Collateral; and **(viii)** sell the Collateral at one or more public or private sales.

9.2 Power of Attorney in Respect of the Collateral. Borrower hereby irrevocably appoints Lender (which appointment is coupled with an interest) its true and lawful attorney in fact with full power of substitution, for it and in its name to, upon an Event of Default: **(i)** ask, demand, collect, receive, sue for, compound and give acquittance for any and all Collateral with full power to settle, adjust or compromise any claim, **(ii)** receive payment of and endorse the name of Borrower on any items of Collateral, **(iii)** make all demands, consents and waivers, or take any other action with respect to, the Collateral, **(iv)** file any claim or take any other action, in Lender's or Borrower's name, which Lender may reasonably deem appropriate to protect its rights in the Collateral, or **(v)** otherwise act with respect to the Collateral as though Lender were its outright owner.

9.3 Charges. If Borrower fails to pay any amounts required hereunder to be paid by Borrower to any third party, Lender may at its option pay any part thereof and any amounts so paid including Lender's Expenses incurred and related thereto shall become Obligations, immediately due and payable, bearing interest at the Default Rate, and secured by the Collateral. Any such payments by Lender shall not constitute an agreement to make similar payments or a waiver of any Event of Default.

9.4 Remedies Cumulative. Lender's rights and remedies under the Loan Documents and all other agreements with Borrower shall be cumulative. Lender shall have all other rights and remedies as provided under the UCC, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence.

9.5 Application of Collateral Proceeds. Lender will apply proceeds of sale, to the extent actually received in cash, in the manner and order it determines in its sole discretion, and as prescribed by applicable law.

10. WAIVERS; INDEMNIFICATION

10.1 Waivers. Without limiting the generality of the other waivers made by Borrower herein, to the maximum extent permitted under applicable law, Borrower hereby irrevocably waives all of the following: **(i)** any right to assert *against Lender* as a defense, counterclaim, set-off or crossclaim, any defense (legal or equitable), set-off, counterclaim, crossclaim and/or other claim (a) which Borrower may now or at any time hereafter have against any party liable to Lender in any way or manner, or (b) arising directly or indirectly from the present or future lack of perfection, sufficiency, validity and/or enforceability of any Loan Document, or any security interest; **(ii)** presentment, demand and notice of presentment, dishonor, notice of intent to accelerate, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all accounts, documents, instruments, chattel paper and guaranties at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard; **(iii)** the benefit of all marshalling, valuation, appraisal and exemption laws; **(iv)** the right, if any, to require Lender to (a) proceed against any person liable for any of the Obligations as a condition to or before proceeding hereunder; or (b) foreclose upon, sell or otherwise realize upon or collect or apply any other property, real or personal, securing any of the Obligations, as a condition to, or before proceeding hereunder; **(v)** any demand for possession before the commencement of any suit or action to recover possession of Collateral; and **(vi)** any requirement that Lender retain possession and not dispose of Collateral until after trial or final judgment.

10.2 Lender's Liability for Collateral. Lender shall not in any way or manner be liable or responsible for: **(i)** the safekeeping of any Collateral; **(ii)** any loss or damage thereto occurring or arising in any manner or fashion from any cause; **(iii)** any diminution in the value thereof; or **(iv)** any act or default of any carrier, warehouseman, bailee, forwarding agency, or other person or entity whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Borrower. Lender will have no responsibility for taking any steps to preserve rights against any parties respecting any Collateral. Lender's powers hereunder are conferred solely to protect its interest in the Collateral and do not impose any duty to exercise any such powers. None of Lender or any of its officers, directors, employees, agents or counsel will be liable for any action lawfully taken or omitted to be taken hereunder or in connection herewith (excepting gross negligence or willful misconduct), nor under any circumstances have any liability to Borrower for lost profits or other special, indirect, punitive, or consequential damages. Lender retains any documents delivered by Borrower only for its purposes and for such period as Lender, at its sole discretion, may determine necessary, after which time Lender may destroy such records without notice to or consent from Borrower.

10.3 Indemnification. Borrower shall, on an after tax basis, defend, indemnify, and hold Lender and each of its officers, directors, employees, counsel, partners, agents and attorneys-in-fact (each, an "*Indemnified Person*") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses or disbursements (including Lender's Expenses and reasonable attorney's fees and the allocated cost of in-house counsel) of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and any other Loan Documents, or the transactions contemplated hereby and thereby, with respect to noncompliance with laws or regulations respecting Regulated Substances, government secrecy or technology export, or any Lien not created by Lender or right of another against any Collateral, even if the Collateral is foreclosed upon or sold pursuant hereto, and with respect to any investigation, litigation or proceeding before any agency, court or other governmental authority relating to this Agreement or the Advances or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto (all the foregoing, collectively, the "*Indemnified Liabilities*"); *provided*, that Borrower shall have no obligation hereunder to any Indemnified Person with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of such Indemnified Person. The obligations in this Section shall survive the Term. At the election of any Indemnified Person, Borrower shall defend such Indemnified Person using legal counsel satisfactory to such Indemnified Person, at the sole cost and expense of Borrower. All amounts owing under this Section shall be paid within 30 days after written demand.

11. NOTICES

All notices shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by confirmed facsimile, at the respective addresses set forth below:

If to Borrower:	If to Lender:
Gevo, Inc. 133 N. Altadena Drive, Suite 310 Pasadena, California 91107 Attention: Chief Financial Officer FAX: (626) 796-8855	Lighthouse Capital Partners V, LP 500 Drake's Landing Road Greenbrae, California 94904 Attention: Contract Administrator FAX: (415) 925-3387

12. GENERAL PROVISIONS

12.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns. Borrower may not assign any rights hereunder without Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion. Lender shall have the right without the consent of or notice to Borrower to sell, transfer, negotiate, or grant participations in all or any part of any Loan Document.

12.2 Time of Essence. Time is of the essence for the performance of all Obligations.

12.3 Severability of Provisions. Each provision hereof shall be severable from every other provision in determining its legal enforceability.

12.4 Entire Agreement. This Agreement and each of the other Loan Documents dated as of the date hereof, taken together, constitute and contain the entire agreement between Borrower and Lender with respect to their subject matter and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral. This Agreement is the result of negotiations between and has been reviewed by the Borrower and Lender as of the date hereof and their respective counsel; *accordingly*, this Agreement shall be deemed to be the product of the parties hereto, and no ambiguity shall be construed in favor of or against Borrower or Lender. This Agreement may only be modified with the written consent of Lender. Any waiver or consent with respect to any provision of the Loan Documents shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Borrower in any one case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

12.5 Reliance by Lender. All covenants, agreements, representations and warranties made herein by Borrower shall, notwithstanding any investigation by Lender, be deemed to be material to and to have been relied upon by Lender.

12.6 No Set-Offs by Borrower. All sums payable by Borrower pursuant to this Agreement or any of the other Loan Documents shall be payable without notice or demand and shall be payable in United States Dollars without set-off or reduction of any manner whatsoever.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same original instrument.

12.8 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding. Notwithstanding the foregoing and anything to the contrary in this Agreement, the provisions of Section 12.12 shall survive the termination of this Agreement and payment of the Obligations.

12.9 No Original Issue Discount. Borrower and Lender acknowledge and agree that the Warrant is part of an investment unit within the meaning of Section 1273(c)(2) of the Internal Revenue Code, which includes the Loan. Borrower and Lender further agree as between them, that the fair market value of the Warrant is $100 and that, pursuant to Treas. Reg. § 1.1273-2(h), $100 of the issue price of the investment unit will be allocable to the Warrant and the balance shall be allocable to the Loans. Borrower and Lender agree to prepare their federal income tax returns in a manner consistent with the foregoing and, pursuant to Treas. Reg. § 1.1273, the original issue discount on the Loan shall be considered to be zero.

12.10 Relationship of Parties. The relationship between Borrower and Lender is, and at all times shall remain, solely that of a borrower and lender. Lender is not a partner or joint venturer of Borrower; nor shall Lender under any circumstances be deemed to be in a relationship of confidence or trust or have a fiduciary relationship with Borrower or any of its affiliates, or to owe any fiduciary duty to Borrower or any of its affiliates. Lender does not undertake or assume any responsibility or duty to Borrower or any of its affiliates to select, review, inspect, supervise, pass judgment upon or otherwise inform any of them of any matter in connection with its or their property, the Loans, any Collateral or the operations of Borrower or any of its affiliates. Borrower and each of its affiliates shall rely entirely on their own judgment with respect to such matters, and any review, inspection, supervision, exercise of judgment or supply of information undertaken or assumed by Lender in connection with such matters is solely for the protection of Lender and neither Borrower nor any affiliate is entitled to rely thereon.

12.11 Choice of Law and Venue; Jury Trial Waiver. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF BORROWER AND LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA. BORROWER AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF

DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12.12 Confidentiality. In handling any confidential non-public information concerning Borrower, Lender will maintain the confidentiality of such information, but disclosure of information may be made **(a)** to Lender's subsidiaries or affiliates in connection with their business with Borrower, provided they are bound by this confidentiality provision, **(b)** to prospective transferees or purchasers of any interest in the Loans, provided they are bound by this confidentiality provision, **(c)** as required by law, regulation, subpoena or other order, **(d)** as required in connection with Lender's examination or audit, provided that any person receiving confidential or non-public information is bound by this confidentiality provision or similar regulations, and **(e)** as Lender considers appropriate in exercising remedies hereunder. Confidential information does not include information that is **(i)** after disclosure to Lender, in the public domain or becomes part of the public domain from a source other than, directly or indirectly, Lender or **(ii)** disclosed to Lender by a third party, if Lender does not have actual knowledge that the third party is prohibited from disclosing the information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Matthew W. Peters
Name: Matthew W. Peters
Title: President

LIGHTHOUSE CAPITAL PARTNERS V, L.P.

By: **LIGHTHOUSE MANAGEMENT PARTNERS V, L.L.C.,**
its general partner

By: /s/ Thomas Conneely
Name: Thomas Conneely
Title: Vice President

Exhibit A	Collateral Description
Exhibit B	Form of Note
Exhibit C	Form of Preferred Stock Warrant
Exhibit D	Form of Notice of Borrowing
Exhibit E	Form of Incumbency Certificate
Exhibit F	Form of Officers Certificate
Exhibit G	ACH Authorization
Schedule 1	Disclosure Schedule

EXHIBIT A

DEBTOR/BORROWER: **GEVO, INC.**

SECURED PARTY/LENDER: **LIGHTHOUSE CAPITAL PARTNERS V, L.P.**

COLLATERAL

The Collateral shall consist of all right, title and interest of Debtor in and to all the following:

All right, title, interest, claims and demands of Debtor in and to each and every item of equipment, fixtures or personal property that is financed pursuant to one or more Loan and Security Agreements by and between Debtor and Secured Party, including without limitation, the equipment, fixtures and personal property whether now owned or hereafter acquired, wherever located, together with all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such equipment, fixtures or personal property together with all the rents, issues, income, profits and avails therefrom and all of the products and proceeds thereof, including without limitation, insurance, proceeds of insurance, proceeds of proceeds, condemnation, requisition or similar payments, and all proceeds from sales, renewals, releases or other dispositions thereof.

AMENDMENT NO. 01

Dated April 30, 2007

THIS AMENDMENT NO. 01 ("*Amendment 01*") to that certain Loan and Security Agreement No. 5441 dated as of December 18, 2006, as amended (the "*Agreement*") is entered into as of April 30, 2007, by and between **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** ("*Lender*") and **GEVO, INC.**, a Delaware corporation ("*Borrower*").

WHEREAS, Borrower and Lender have previously entered into the Agreement; and

WHEREAS, Borrower has requested Lender provide additional financing in the amount of $1,000,000; and

WHEREAS, Lender has agreed to do so under the Agreement, subject to all of the terms and conditions hereof and of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement and to perform such other covenants and conditions as follows:

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.)

I. Section 1.1, the following definitions shall be added to the Agreement:

"*Commitment One*" means $750,000.

"*Commitment Two*" means $1,000,000, available upon Borrower raising its Next Round Financing, *provided* Borrower provides Lender with copies of the executed version of such documentation and evidence reasonably acceptable to Lender of the initial closing of at least $2,000,000 thereunder.

"*New Warrant*" means the Warrant in favor of Lender to purchase securities of Borrower, substantially in the form of ***Exhibit C-1*** attached to this Amendment 01 and issued in conjunction with Commitment Two.

"*Next Round Financing*" means the Series A-4 preferred stock equity financing of the Borrower.

II. Section 1.1, the following definitions of the Agreement shall be deleted in their entirety and replaced with the following:

"*Commitment*" means collectively, Commitment One and Commitment Two.

"*Incumbency Certificate*" means the document in the form of ***Exhibit E*** of the Agreement and in the form of ***Exhibit E-1*** attached to this Amendment 01.

"*Lender's Expenses*" means all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the preparation, negotiation, modification, administration, or enforcement of the Loan or Loan Documents, or the exercise or preservation of any rights or remedies by Lender, whether or not suit is brought, *provided however*, that Lender's Expenses for the preparation and negotiation of Amendment 01 shall not exceed $2,500. Lender will apply deposits received before the date hereof, if any, towards Lender's Expenses.

"*Loan Documents*" means, collectively, the Agreement, as amended, the Warrants, the Notes and all other documents, instruments and agreements entered into between Borrower and Lender in connection with the Loan, all as amended or extended from time to time.

"*Warrants*" means **(i)** a Warrant in favor of Lender to purchase securities of Borrower substantially in the form of ***Exhibit C***, and **(ii)** the New Warrant.

III. Section 3, Conditions of Advances; Procedure for requesting Advances

Section 3, Conditions of Advances the following new **Section 3.3** shall be added:

3.3 Conditions Precedent to Initial Advance under Commitment Two:

(a) This Amendment 01 duly executed by Borrower.

(b) The New Warrant to be issued to Lender duly executed by Borrower.

(c) An executed Incumbency Certificate of Borrower with copies of the following documents attached: **(i)** the certificate of incorporation and by-laws of Borrower certified by Borrower as being in full force and effect as of the date of Amendment 01, **(ii)** incumbency and representative signatures, and (**iii**) resolutions authorizing the execution and delivery of Amendment 01 and each of the other Loan Documents.

(e) A good standing certificate from Borrower's state of incorporation and the state in which Borrower's principal place of business is located, together with certificates of the applicable governmental authorities stating that Borrower is in compliance with the franchise tax laws of each such state, each dated as of a recent date.

(f) All necessary consents of stockholders and other third parties with respect to the execution, delivery and performance of this Agreement, Amendment 01, the New Warrant, and the other Loan Documents.

(g) Borrower shall have satisfied all the conditions set forth in **Section 3.1** and **3.2** of the Agreement.

(h) Borrower reaffirms the representations and warranties made to Lender in the Agreement as of the date hereof as though fully set forth herein.

Except as amended hereby, the Agreement remains unmodified and unchanged.

BORROWER:		**LENDER:**	
GEVO, INC.		**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**	
		LIGHTHOUSE MANAGEMENT PARTNERS V. L.L.C., its general partner	
By:	/s/ Matthew W. Peters	By:	/s/ Thomas Conneely
Name	Matthew W. Peters	Name	Thomas Conneely
Title:	President	Title:	Vice President

AMENDMENT NO. 02

Dated December 18, 2007

TO

that certain Loan and Security Agreement No. 5441
dated as of December 18, 2006, as amended ("*Agreement*"), by and between
LIGHTHOUSE CAPITAL PARTNERS V, L.P. ("*Lender*") and
GEVO, INC. ("*Borrower*").

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.)

Without limiting or amending any other provisions of the Agreement, Lender and Borrower agree to the following:

Section 1.1 of the Agreement, the following definitions shall be deleted in their entirety and replaced with the following:

"*Commitment Termination Date*" means the earliest to occur of **(i)** March 31, 2008; **(ii)** any Default or Event of Default, or **(iii)** in Lender's sole judgment, any adverse change in the management or composition of Borrower's Board of Directors after the date hereof.

"*Loan Commencement Date*" means **(i)** January 1, 2008 for Advances prior to January 1, 2008 and **(ii)** the first day of the calendar month following the Funding Date for Advances after January 1, 2008.

Except as amended hereby, the Agreement remains unmodified and unchanged.

BORROWER:		**LENDER:**	
GEVO, INC.		**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**	
		LIGHTHOUSE MANAGEMENT PARTNERS V. L.L.C., its general partner	
By:	/s/ Matthew Peters	By:	/s/ Thomas Conneely
Name	Matthew Peters	Name	Thomas Conneely
Title:	President	Title:	Vice President

AMENDMENT NO. 03

Dated April 5, 2008

THIS AMENDMENT NO. 03 ("*Amendment 03*") to that certain Loan and Security Agreement No. 5441 dated as of December 18, 2006, as amended (the "*Agreement*") is entered into as of April 5, 2008, by and between **LIGHTHOUSE CAPITAL PARTNERS V**, **L.P.** ("*Lender*") and **GEVO, INC.,** a Delaware corporation ("*Borrower*").

WHEREAS, Borrower and Lender have previously entered into the Agreement; and

WHEREAS, Borrower has requested Lender provide additional financing in the amount of $3,000,000; and

WHEREAS, Lender has agreed to do so under the Agreement, subject to all of the terms and conditions hereof and of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement and to perform such other covenants and conditions as follows:

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.)

I. Section 1.1, the following definitions shall be added to the Agreement:

"*Commitment Three*" means $3,000,000.

"*Commitment Three Warrant*" means the Warrant in favor of Lender to purchase securities of Borrower, substantially in the form of ***Exhibit C-2*** attached to this Amendment 03 and issued in conjunction with Commitment Three.

"*Intercreditor Lien*" means a Lien in favor of a third party lender for the purposes of financing Borrower's equipment, in an amount not to exceed $1,000,000 provided to Borrower on commercially reasonable terms, but only to the extent such Liens are subject to an intercreditor agreement with such entity reasonably acceptable to Lender.

II. Section 1.1, the following definitions of the Agreement shall be deleted in their entirety and replaced with the following:

"*Basic Rate*" shall be defined in the Notes.

"*Commitment*" means collectively, Commitment One, Commitment Two and Commitment Three.

"*Commitment Termination Date*" means the earliest to occur of **(i)** for Commitment One and Two, March 31, 2008; **(ii)** for Commitment Three, March 31, 2009; **(ii)** any Default or Event of Default, or **(iii)** in Lender's sole judgment, any adverse change in the management or composition of Borrower's Board of Directors after the date hereof.

"*Incumbency Certificate*" means the document in the form of *Exhibit E* of the Agreement and in the form of ***Exhibit E-2*** attached to Amendment 03.

"*Index*" shall be defined in the Notes.

"*Loan Commencement Date*" shall be defined in the Notes.

"*Note*" means (i) in connection with Advances under Commitment One and Commitment Two, Secured Promissory Notes in the form of ***Exhibit B*** to the Agreement, and (ii) in connection with Advances under Commitment Three, in the form of ***Exhibit B-2*** and ***Exhibit B-3*** to Amendment 03.

"*Notice of Borrowing*" means (i) in connection with Advances under Commitment One and Commitment Two, the form attached as ***Exhibit D*** to the Agreement, and (ii) in connection with Advances under Commitment Three in the form of ***Exhibit D-2*** attached to Amendment 03.

"*Permitted Indebtedness*" means: **(i)** the Loan; **(ii)** unsecured trade debt incurred in the ordinary course of Borrower's business; and **(iii)** Indebtedness secured by clause **(v)** of Permitted Liens.

"*Permitted Liens*" means: **(i)** Liens in favor of Lender; **(ii)** Liens for taxes, fees, assessments or other governmental charges or levies not delinquent or being contested in good faith by appropriate proceedings, that do not jeopardize Lender's interest in any Collateral; **(iii)** Liens to secure payment of worker's compensation, employment insurance, old age pensions or other social security obligations of Borrower on which Borrower is current and are in the ordinary course of its business; provided none of the same diminish or impair Lender's rights and remedies respecting the Collateral; **(iv)** statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other similar Liens imposed by law, which are incurred in the ordinary course of business for sums not more than 90 days delinquent or which are being contested in good faith; provided none of the same diminish or impair Lender's rights and remedies respecting the Collateral; and **(v)** Intercreditor Liens.

"*Warrants*" means **(i)** a Warrant in favor of Lender to purchase securities of Borrower substantially in the form of ***Exhibit C,*** **(ii)** the New Warrant and **(iii)** the Commitment Three Warrant.

III. Additional Amendments

The following new **Section 2.2** shall be added (and current **Section 2.2** of the Agreement shall be renumbered as **Section 2.3**):

2.2 Commitment Three. Subject to the terms hereof, Lender will make Advances to Borrower up to the principal amount of Commitment Three. Lender's obligation to make any Advance of Commitment Three or to lend the undisbursed portion of Commitment Three shall terminate on the Commitment Termination Date for Commitment Three.

The following new **Section 2.4** shall be added:

2.4 Up to 30% of the Commitment may be used to pay the costs of software, leasehold improvements, engineering expenses, installation, freight, sales tax, and any other costs approved by Lender.

The following new **Sections 3.4** and **3.5** shall be added:

3.4 Conditions Precedent to Initial Advance under Commitment Three:

(a) This Amendment 03 duly executed by Borrower.

(b) The Commitment Three Warrant to be issued to Lender duly executed by Borrower.

(c) An executed Incumbency Certificate of Borrower with copies of the following documents attached: **(i)** the certificate of incorporation and by-laws of Borrower certified by Borrower as being in full force and effect as of the date of Amendment 03, **(ii)** incumbency and representative signatures, and **(iii)** resolutions authorizing the execution and delivery of Amendment 03 and each of the other Loan Documents.

(e) A good standing certificate from Borrower's state of incorporation and the state in which Borrower's principal place of business is located, together with, where available, certificates of the applicable governmental authorities stating that Borrower is in compliance with the franchise tax laws of each such state, each dated as of a recent date.

(f) All necessary consents of stockholders and other third parties with respect to the execution, delivery and performance of this Agreement, Amendment 03, the Commitment Three Warrant, and the other Loan Documents.

(g) Borrower shall have satisfied all the conditions set forth in **Section 3.1** and **3.2** of the Agreement.

(h) Borrower reaffirms the representations and warranties made to Lender in the Agreement as of the date hereof as though fully set forth herein.

3.5 Reaffirmation. Borrower reaffirms the representations and warranties made to Lender in the Agreement as of the date of Amendment 03 as though fully set forth herein.

Section 7.4 – Liens – the following section of the Agreement shall be deleted in its entirety and replaced with the following

7.4 Liens and Indebtedness. Create, incur, assume or suffer to exist any Lien of any kind with respect to any of the Collateral, whether now owned or hereafter acquired, except for Permitted Liens, or to create, incur, assume or suffer to exist any Indebtedness, other than Permitted Indebtedness.

Section 11 – Notices – the following section of the Agreement shall be deleted in its entirety and replaced with the following:

11. Notices. All notices shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by confirmed facsimile, at the respective addresses set forth below:

If to Borrower:	If to Lender:
Gevo, Inc. 345 Inverness Drive South, Bld. C, Suite 310 Englewood, CO 80112 Attention: General Counsel FAX: (303) 858-8431	Lighthouse Capital Partners V, LP 500 Drake's Landing Road Greenbrae, California 94904 Attention: Contract Administrator FAX: (415) 925-3387

IV. Further Terms and Conditions of this Amendment 03.

1. Expenses: All expenses incurred in connection with the preparation and negotiation of this Amendment 03 are for Borrower's account.

2. Representations and Warranties of Borrower. Borrower warrants and represents, as a significant material inducement to Lender to enter hereinto, that: (i) no Events of Default have occurred and are continuing that have not been disclosed to Lender by Borrower in writing; (ii) it is not and has no reason to believe it may be named as a party to any judicial or administrative proceeding, litigation or arbitration, and has not received any communication from any person or entity (whether private or governmental) threatening or indicating the same; and (iii) it is in full compliance with the Loan Documents.

3. No Control. Borrower warrants and represents, as a significant material inducement to Lender to enter hereinto, that none of Lender nor any affiliate, officer, director, employee, agent, or attorney of Lender, have at any time, from Borrower's date of formation through to the date hereof, (i) exercised management or other control over the Borrower, (ii) exercised undue influence over Borrower or any of its officers, employees or directors, (iii) made any representation or warranty, express or implied, to any party on behalf of Borrower, (iv) entered into any joint venture, agency relationship, employment relationship, or partnership with Borrower, (v) directed or instructed Borrower on the manner, method, amount, or identity of payee of any payment made to any creditor of Borrower, and further, Borrower warrants and represents that by entering hereinto with Lender has not, are not and will not have engaged in any of the foregoing.

4. Integration Clause. This Amendment 03, along with the Agreement, Amendment 02 and Amendment 01, represents and documents the entirety of the agreement and understanding of the parties hereto with respect to its subject matter. All prior understandings, whether oral or written, other than the Loan Documents, are hereby merged hereinto. **NEITHER THE AGREEMENT NOR THIS AGREEMENT MAY BE MODIFIED EXCEPT BY A WRITING SIGNED BY LENDER AND BORROWER**. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that Lender's rights and remedies under this Amendment 03 and the Loan Documents may be enforced to the maximum extent permitted under applicable law. This Amendment 03 shall be binding upon, and inure to the benefit of, each party's respective permitted successors and assigns. This Amendment 03 may be executed in counterpart originals, all of which, when taken together, shall constitute one and the same original document. No provision of any other document between Lender and Borrower shall limit the effectiveness hereof or the rights and remedies of Lender against Borrower. In the event of any contradiction or inconsistency among the terms and conditions of this Amendment 03 or any Loan Document, the interpretation most favorable to the interests of Lender shall prevail.

Except as amended hereby, the Agreement remains unmodified and unchanged.

BORROWER:	**LENDER:**
GEVO, INC.	**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**
	LIGHTHOUSE MANAGEMENT PARTNERS V. L.L.C., its general partner
By: /s/ Patrick Gruber	By: /s/ Thomas Conneely
Name Patrick R. Gruber	Name Thomas Conneely
Title: CEO	Title: Vice President

AMENDMENT NO. 04

Dated August 12, 2008

THIS AMENDMENT NO. 04 (“*Amendment 04*”) to that certain Loan and Security Agreement No. 5441 dated as of December 18, 2006, as amended (the “*Agreement*”) is entered into as of August 12, 2008, by and between **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** (“*Lender*”) and **GEVO, INC.**, a Delaware corporation (“*Borrower*”).

WHEREAS, Borrower and Lender have previously entered into the Agreement; and

WHEREAS, Borrower has requested Lender provide additional working capital financing in the amount of $5,000,000; and

WHEREAS, Lender has agreed to do so under the Agreement, subject to all of the terms and conditions hereof and of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement and to perform such other covenants and conditions as follows:

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.)

I. Section 1.1, the following definitions shall be added to the Agreement:

“*Commitment Four*” means $5,000,000, such amount to be used for general corporate purposes.

“*Commitment Four Warrant*” means the Warrant in favor of Lender to purchase securities of Borrower, substantially in the form of ***Exhibit C-3*** attached to this Amendment 04 and issued in conjunction with Commitment Four.

“*Control Agreement*” means the document in the form of ***Exhibit G*** attached to Amendment 04.

“*Negative Pledge Agreement*” means the document in the form of ***Exhibit F*** attached to Amendment 04.

II. Section 1.1, the following definitions of the Agreement shall be deleted in their entirety and replaced with the following:

“*Collateral*” means: **(i)** all property in which Lender now has or hereafter obtains a security interest or which is listed on any UCC-1 naming Borrower as Debtor in any capacity and Lender or an affiliate of Lender as Secured Party including ***Exhibit A*** for Commitment One, Commitment Two and Commitment Three and ***Exhibit A-2*** for Commitment Four attached hereto; and **(ii)** all products and proceeds of the foregoing, including proceeds of insurance and proceeds of proceeds.

“*Commitment*” means collectively, Commitment One, Commitment Two, Commitment Three and Commitment Four.

“*Commitment Termination Date*” means the earliest to occur of (i) for Commitment One and Two, March 31, 2008; (ii) for Commitment Three, March 31, 2009; (iii) for Commitment Four, December 31, 2009; and (iv) for any portion of the Commitment, (a) any Default or Event of Default, or (b) in Lender’s sole judgment, any adverse change in the management or composition of Borrower’s Board of Directors after the date hereof.

“*Incumbency Certificate*” means the document in the form of ***Exhibit E*** of the Agreement, in the form of ***Exhibit E-2*** attached to Amendment 03, and in the form of ***Exhibit E-3*** attached to Amendment 04.

“*Note*” means (i) in connection with Advances under Commitment One and Commitment Two, Secured Promissory Notes in the form of ***Exhibit B*** to the Agreement, and (ii) in connection with Advances under Commitment Three, in the form of ***Exhibit B-2*** and ***Exhibit B-3*** to Amendment 03; and (iii) in connection with Advances under Commitment Four, in the form of ***Exhibit B-4***, ***B-5*** or ***B-6*** to Amendment 04.

“*Notice of Borrowing*” means (i) in connection with Advances under Commitment One and Commitment Two, the form attached as ***Exhibit D*** to the Agreement, (ii) in connection with Advances under Commitment Three in the form of

Exhibit D-2 attached to Amendment 03 and (ii) in connection with Advances under Commitment Four in the form of ***Exhibit D-3*** attached to Amendment 04.

"*Warrants*" means **(i)** a Warrant in favor of Lender to purchase securities of Borrower substantially in the form of ***Exhibit C***, **(ii)** the New Warrant; **(iii)** the Commitment Three Warrant and **(iv)** the Commitment Four Warrant.

III. Additional Amendments

Section 2.1 and **2.2** shall be modified as follows:

2.1 Commitment. Subject to the terms hereof, Lender will make Advances to Borrower up to the lesser of **(i)** the principal amount of the Commitment or **(ii)** in the case of Commitment One, Commitment Two and Commitment Three, 100% of Equipment Borrowing Base, on or before the Commitment Termination Date. Notwithstanding anything in the Loan Documents to the contrary, Lender's obligation to make any Advances or to lend the undisbursed portion of the Commitment shall terminate on the Commitment Termination Date for that portion of the Commitment. Repaid principal of the Advances may not be re-borrowed.

2.2 The Advances. A Note setting forth the specific terms of repayment will evidence each Advance. No Advance will be made for less than $100,000 under any portion of the Commitment, or $500,000 in the case of Commitment Four, unless less than such amount remains available under that portion of the Commitment for borrowing.

The following new **Sections 3.2.1, 3.6** and **3.7** shall be added:

3.2.1 Procedure for Making Advances under Commitment Four. For any Advance under Commitment Four, Borrower shall provide Lender an irrevocable Notice of Borrowing at least 10 business days prior to the desired Funding Date and Lender shall only be required to make Advances hereunder based upon written requests which comply with the terms and exhibits of this Loan Agreement (as the same may be amended from time to time), and which are submitted and signed by a Responsible Officer. Borrower shall execute and deliver to Lender a Note and such other documents and instruments as Lender may reasonably require for each Advance made.

3.6 Conditions Precedent to Initial Advance under Commitment Four:

(a) This Amendment 04 duly executed by Borrower.

(b) The Commitment Four Warrant to be issued to Lender duly executed by Borrower.

(c) The Negative Pledge Agreement to be issued to Lender duly executed by Borrower.

(d) Control Agreements to be issued to Lender duly executed by Borrower with respect to each depository and securities account of Borrower.

(e) An executed Incumbency Certificate of Borrower with copies of the following documents attached: **(i)** the certificate of incorporation and by-laws of Borrower certified by Borrower as being in full force and effect as of the date of Amendment 04, **(ii)** incumbency and representative signatures, and **(iii)** resolutions authorizing the execution and delivery of Amendment 04 and each of the other Loan Documents.

(f) A good standing certificate from Borrower's state of incorporation and the state in which Borrower's principal place of business is located, together with, where available, certificates of the applicable governmental authorities stating that Borrower is in compliance with the franchise tax laws of each such state, each dated as of a recent date.

(g) All necessary consents of stockholders and other third parties with respect to the execution, delivery and performance of this Agreement, Amendment 04, the Commitment Four Warrant, and the other Loan Documents.

(h) Borrower shall have satisfied all the conditions set forth in **Section 3.1** and **3.2** of the Agreement.

3.7 Reaffirmation Borrower reaffirms the representations and warranties made to Lender in the Agreement as of the date of Amendment 04 as though fully set forth herein.

IV. Further Terms and Conditions of this Amendment 04.

1. Equity Contingency: In the event Borrower closes a private equity financing yielding net proceeds of at least $20 million at a price per share of at least $6.85 (the "*Qualifying Private Equity Financing*"), Borrower shall have the option to amend the Notes under Commitment Four such that the Loan Commencement Date (as that term is defined in the Note) for all Advances under Commitment Four is January 1, 2010. In the event the Qualifying Private Equity Financing does not occur prior to December 31, 2008, then the Notes may not be so amended and any Advance occurring after June 30, 2009 shall have a Loan Commencement Date equal to the first day of the calendar month next following such Advance.
2. Expenses: All expenses incurred in connection with the preparation and negotiation of this Amendment 04 are for Borrower's account. A Commitment Fee in the amount of $5,000 has been received in conjunction with this Amendment 04 and shall be applied to expenses and every subsequent monthly payment until fully applied.
3. Representations and Warranties of Borrower. Borrower warrants and represents, as a significant material inducement to Lender to enter hereinto, that: (i) no Events of Default have occurred and are continuing that have not been disclosed to Lender by Borrower in writing; (ii) it is not and has no reason to believe it may be named as a party to any judicial or administrative proceeding, litigation or arbitration, and has not received any communication from any person or entity (whether private or governmental) threatening or indicating the same; and (iii) it is in full compliance with the Loan Documents.
4. No Control. Borrower warrants and represents, as a significant material inducement to Lender to enter herein-to, that none of Lender nor any affiliate, officer, director, employee, agent, or attorney of Lender, have at any time, from Borrower's date of formation through to the date hereof, (i) exercised management or other control over the Borrower, (ii) exercised undue influence over Borrower or any of its officers, employees or directors, (iii) made any representation or warranty, express or implied, to any party on behalf of Borrower, (iv) entered into any joint venture, agency relationship, employment relationship, or partnership with Borrower, (v) directed or instructed Borrower on the manner, method, amount, or identity of payee of any payment made to any creditor of Borrower, and further, Borrower warrants and represents that by entering hereinto with Lender has not, are not and will not have engaged in any of the foregoing.
5. Integration Clause. This Amendment 04, along with the Agreement, and Amendments 01, 02 and 03, represents and documents the entirety of the agreement and understanding of the parties hereto with respect to its subject matter. All prior understandings, whether oral or written, other than the Loan Documents, are hereby merged hereinto. **NEITHER THE AGREEMENT NOR THIS AGREEMENT MAY BE MODIFIED EXCEPT BY A WRITING SIGNED BY LENDER AND BORROWER.** Each provision hereof shall be severable from every other provision when determining its legal enforceability such that Lender's rights and remedies under this Amendment 04 and the Loan Documents may be enforced to the maximum extent permitted under applicable law. This Amendment 04 shall be binding upon, and inure to the benefit of, each party's respective permitted successors and assigns. This Amendment 04 may be executed in counterpart originals, all of which, when taken together, shall constitute one and the same original document. No provision of any other document between Lender and Borrower shall limit the effectiveness hereof or the rights and remedies of Lender against Borrower. In the event of any contradiction or inconsistency among the terms and conditions of this Amendment 04 or any Loan Document, the interpretation most favorable to the interests of Lender shall prevail.

Except as amended hereby, the Agreement remains unmodified and unchanged.

BORROWER:	LENDER:
GEVO, INC.	**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**
	By: **LIGHTHOUSE MANAGEMENT PARTNERS V, L.L.C., ITS GENERAL PARTNER**
By: /s/ Patrick Gruber	By: /s/ Thomas Conneely
Name: Patrick Gruber	Name: Thomas Conneely
Title: CEO	Title: Vice President

Attachments:

EXHIBIT A-2 COLLATERAL
EXHIBIT B-4 SECURED PROMISSORY NOTE (FOR FUNDINGS PRIOR TO JUNE 30, 2009)
EXHIBIT B-5 SECURED PROMISSORY NOTE (NO EXTENSION OPTION – FOR FUNDINGS AFTER JUNE 30, 2009 IF THERE HAS BEEN NO QUALIFYING PRIVATE EQUITY FINANCING)
EXHIBIT B-6 SECURED PROMISSORY NOTE (FOR FUNDINGS AFTER JUNE 1, 2009 IF THERE HAS BEEN A QUALIFYING PRIVATE EQUITY FINANCING AND BORROWER SELECTS THE LATER LOAN COMMENCEMENT DATE)
EXHIBIT C-3 WARRANT
EXHIBIT D-3 NOTICE OF BORROWING
EXHIBIT E-3 INCUMBENCY CERTIFICATE
EXHIBIT F NEGATIVE PLEDGE AGREEMENT
EXHIBIT G CONTROL AGREEMENT
SCHEDULE 1 DISCLOSURE SCHEDULE

Exhibit A-2

COLLATERAL

This FINANCING STATEMENT and SECURITY AGREEMENT covers all of Debtor's interests in all of the following types or items of property, wherever located and whether now owned or hereafter acquired, and Debtor hereby grants Secured Party a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party, howsoever arising. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both, and that this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party or Debtor:

All assets of the Debtor; all personal property of Debtor;

All "accounts", "general intangibles", "chattel paper", "contract rights", "documents", "instruments", "deposit accounts", "inventory", "farm products", "fixtures" and "equipment", as such terms are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof;

All general intangibles of every kind, including without limitation, federal, state and local tax refunds and claims of all kinds; all rights as a licensee or any kind; all customer lists, telephone numbers, and purchase orders, and all rights to purchase, lease sell, or otherwise acquire or deal with real or personal property and all rights relating thereto;

All returned and repossessed goods and all rights as a seller of goods; all collateral securing any of the foregoing; all deposit accounts, special and general, whether on deposit with Secured Party or others;

All life and other insurance policies, claims in contract, tort or otherwise, and all judgments now or hereafter arising therefrom;

All right, title and interest of Debtor, and all of Debtor's rights, remedies, security and liens, in, to and in respect of all accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, and all guarantees and other contracts of suretyship with respect to any accounts and other collateral, and all deposits and other security for any accounts and other collateral, and all credit and other insurance;

All notes, drafts, letters of credit, contract rights, and things in action; all drawings, specifications, blueprints and catalogs; and all raw materials, work in process, materials used or consumed in Debtor's business, goods, finished goods, returned goods and all other goods and inventory of whatsoever kind or nature, any and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof;

All inventory, raw materials and work in progress wherever located; all present and future claims against any supplier of any of the foregoing, including claims for defective goods or overpayments to or undershipments by suppliers; all proceeds arising from the lease or rental of any of the foregoing; INVENTORY RETURNED BY DEBTOR TO ITS SUPPLIERS SHALL REMAIN SUBJECT TO SECURED PARTY'S SECURITY INTEREST;

All equipment and fixtures, NONE OF WHICH THE DEBTOR IS AUTHORIZED TO SELL, LEASE OR OTHERWISE DISPOSE OF WITHOUT THE WRITTEN CONSENT OF SECURED PARTY, including without limitation all machinery, machine tools, motors, controls, parts, vehicles, workstations, tools, dies, jigs, furniture, furnishings and fixtures; and all attachments, accessories, accessions and property now or hereafter affixed to or used in connection with any of the foregoing, and all substitutions and replacements for any of the foregoing; all warranty and other claims against any vendor or lessor of any of the foregoing;

All investment property;

All books, records, ledger cards, computer data and programs and other property and general intangibles at any time evidencing or relating to any or all of the foregoing; and

All cash and non-cash products and proceeds of any of the foregoing, in whatever form, including proceeds in the form of inventory, equipment or any other form of personal property, including proceeds of proceeds and proceeds of insurance, and all claims by Debtor against third parties for loss or damage to, or destruction of, or otherwise relating to, any or all of the foregoing.

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCER. IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES OR OTHER ASSETS CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY.

Notwithstanding the foregoing, this Financing Statement and Security Agreement does not cover any of Debtor's interests in, and the Collateral shall not under any circumstance include, and no security interest is granted in, Debtor's Intellectual Property, including, without limitation, any and all property of the Debtor that is subject to, listed in or otherwise described in the Negative Pledge Agreement dated August 12, 2008 between the Secured Party and the Debtor. "*Intellectual Property*" means, collectively, all rights, priorities and privileges of the Debtor relating to intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Debtor, or in which Debtor now holds or hereafter acquires or receives any right or interest, whether arising under United States, multinational or foreign laws or otherwise, and shall include, in any event, all copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets, internet domain names (including any right related to the registration thereof), proprietary or confidential information, mask works, sources object or other programming codes, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data base, data, skill, expertise, recipe, experience, process, models, drawings, materials or records. Notwithstanding the foregoing, Intellectual Property as defined above does not include accounts, accounts receivable, royalties, licensing fees, contract rights, proceeds, or other revenue obtained or owed from or on account of the licensing or other exploitation of Intellectual Property, none of which are excluded, and all of which are included as collateral in the security interest granted by Debtor to Secured Party.

"Debtor"		"Secured Party"	
GEVO, INC. a Delaware corporation		**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**	
		By: LIGHTHOUSE MANAGEMENT PARTNERS V, L.L.C., its general partner	
By:	/s/ Patrick Gruber	By:	/s/ Thomas Conneely
Name:	Patrick Gruber	Name:	Thomas Conneely
Title:	CEO	Title:	Vice President

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT is made as of August 12, 2008, by and between **GEVO, INC**. ("*Borrower*") and **LIGHTHOUSE CAPITAL PARTNERS V, L.P**. ("*Lender*").

In consideration of the Loan and Security Agreement between the parties of proximate date herewith (the "*Loan Agreement*"), Borrower agrees as follows:

Except as otherwise permitted in the Loan Agreement, Borrower shall not sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of Borrower's intellectual property, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registration and like protection in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "*Copyrights*");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "*Patents*");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "*Trademarks*");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights

(h) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

(i) Any and all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

It shall be an Event of Default under the Loan Agreement if there is a breach of any term of this Negative Pledge Agreement. Borrower agrees to properly execute all documents reasonably required by Lender in order to fulfill the intent and purposes hereof.

GEVO, INC.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Title: CEO

LIGHTHOUSE CAPITAL PARTNERS V, L.P.

By: **LIGHTHOUSE MANAGEMENT PARTNERS V, LLC**, its general partner

By: /s/ Thomas Conneely
Name: Thomas Conneely
Title: Vice President

AMENDMENT NO. 05

Dated July 20, 2009

THIS AMENDMENT NO. 05 ("*Amendment 05*") to that certain Loan and Security Agreement No. 5441 dated as of December 18, 2006, as amended (the "*Agreement*"), by and between **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** ("*Lender*") and **GEVO, INC.**, a Delaware corporation ("*Borrower*").

WHEREAS, Borrower and Lender have previously entered into the Agreement; and

WHEREAS, Advances in the amount of $9,077,787.99 have been made pursuant to twelve Secured Promissory Notes dated February 1, 2007, July 16, 2007 (2 notes), October 18, 2007, November 19, 2007, March 31, 2008, May 15, 2008, June 30, 2008, August 29, 2008, November 3, 2008, November 28, 2008, and March 31, 2009, respectively (collectively the "*Original Notes*"); and

WHEREAS, Borrower and Lender each confirm (i) that the outstanding principal balance of the Original Notes, as of June 30, 2009, is $7,934,573.93, exclusive of Final Payments (as defined in the Original Notes), and (ii) that the Commitment Termination Date has occurred and therefore there are no further Advances available under the Commitments; and

WHEREAS, Borrower has requested Lender modify the Loan and Security Agreement and the payment terms of the Original Notes; and

WHEREAS, Lender has agreed to do so under the Agreement, subject to all of the terms and conditions hereof and of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Loan and Security Agreement and the Original Notes and to perform such other covenants and conditions as follows:

(All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.)

I. Section 1.1, the following definitions shall be added to the Agreement:

"*Restructure Note*" means the Amended and Restated Secured Promissory Note in the form of ***Exhibit B-7*** attached to Amendment No. 05.

"*Restructure Warrant*" means the Warrant in favor of Lender to purchase securities of Borrower, substantially in the form of ***Exhibit C-4*** attached to Amendment No. 05.

II. Section 1.1 of the Agreement, the following definitions shall be deleted in their entirety and replaced with the following:

"*Loan Documents*" means, collectively, the Agreement, the Warrants, the Notes, Amendments 01 through 05, and all other documents, instruments and agreements entered into between Borrower and Lender in connection with the Loan, all as amended or extended from time to time.

"*Note*" means (i) in connection with Advances under Commitment One and Commitment Two, Secured Promissory Notes in the form of ***Exhibit B*** to the Agreement, and (ii) in connection with Advances under Commitment Three, in the form of ***Exhibit B-2*** and ***Exhibit B-3*** to Amendment 03; (iii) in connection with Advances under Commitment Four, in the form of ***Exhibit B-4***, ***B-5*** or ***B-6*** to Amendment 04 and (iv) the Restructure Note.

"*Warrants*" means **(i)** a Warrant in favor of Lender to purchase securities of Borrower substantially in the form of ***Exhibit C*** to the Agreement, **(ii)** the New Warrant; **(iii)** the Commitment Three Warrant; **(iv)** the Commitment Four Warrant and **(v)** the Restructure Warrant.

III. Additional Amendments.

The following new **Section 4.4** shall be added:

4.4 Release of Security Interest. Notwithstanding anything to the contrary contained in **Section 4.1** or *Exhibit A*, at such time as Borrower shall have repaid to Lender an aggregate of $5,000,000 of the outstanding principal balance under the Restructure Note pursuant to the terms thereof, the security interest granted to Lender pursuant to **Section 4.1** shall automatically terminate with respect to all Collateral, other than that certain equipment and those certain fixtures that were financed with Advances under Commitment One, Commitment Two or Commitment Three, including, without limitation, that certain equipment and those certain fixtures identified on *Exhibit A-3*, together with all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such equipment and fixtures and all of the proceeds thereof, including, without limitation, insurance, proceeds of insurance, proceeds of proceeds, condemnation, requisition or similar payments, and all proceeds from sales, renewals, releases or other dispositions thereof (the "*Released Collateral*"), and Lender shall promptly execute and deliver to Borrower such releases or other evidence of such termination as may be reasonably requested by Borrower, including, without limitation, evidence of termination of UCC-1 20082803433 and 20082803656 and those certain Deposit Account Control Agreements by and among Borrower, Lender and the financial institutions named therein. From and after the date of such termination, the Released Collateral shall not constitute Collateral for purposes of this Agreement or any of the other Loan Documents. Upon payment in full of the Obligations in accordance with the provisions of this Agreement and the other Loan Documents, the security interest in Collateral that is not Released Collateral (the "*Remaining Collateral*") shall terminate and, at such time, Borrower is authorized to file the appropriate termination statements to evidence such termination.

IV. Amendment, Restatement and Replacement of Original Notes.

All of the Original Notes are amended, restated and replaced by the Restructure Note in the form of ***Exhibit B-7*** hereof. Lender shall return each originally executed Original Note to Borrower for cancellation.

V. Conditions Precedent to the effectiveness of Amendment 05:

(a) This Amendment 05 duly executed by Borrower.

(b) The Restructure Note duly executed by Borrower.

(c) The Restructure Warrant has been issued to Lender duly executed by Borrower.

(d) An executed Incumbency Certificate of Borrower with copies of the following documents attached: **(i)** the certificate of incorporation and by-laws of Borrower certified by Borrower as being in full force and effect as of the date of Amendment 05, **(ii)** incumbency and representative signatures, and **(iii)** resolutions authorizing the execution and delivery of Amendment 05 and each of the other Loan Documents.

(e) All necessary consents of shareholders, members, and other third parties with respect to the execution, delivery and performance of this Amendment 05, the Restructure Note, the Restructure Warrant, and the other Loan Documents.

VI. Further Terms and Conditions of this Amendment 05.

1. Representations and Warranties of Borrower. Borrower warrants and represents, as a significant material inducement to Lender to enter hereinto, that: (i) no Events of Default have occurred and are continuing that have not been disclosed to Lender by Borrower in writing; (ii) it is not and has no reason to believe it may be named as a party to any judicial or administrative proceeding, litigation or arbitration, and has not received any communication from any person or entity (whether private or governmental) threatening or indicating the same; and (iii) it is in full compliance with the Loan Documents.

2. No Control. Borrower warrants and represents, as a significant material inducement to Lender to enter hereinto, that none of Lender nor any affiliate, officer, director, employee, agent, or attorney of Lender, have at any time, from Borrower's date of formation through to the date hereof, (i) exercised management or other control over the Borrower, (ii) exercised undue influence over Borrower or any of its officers, employees or directors, (iii) made any representation or warranty, express or implied, to any party on behalf of Borrower, (iv) entered into any joint venture, agency relationship, employment relationship, or partnership with Borrower, (v) directed or instructed Borrower on the manner, method, amount, or identity of payee of any payment made to any creditor of Borrower, and further, Borrower warrants and represents that by entering hereinto with Lender has not, are not and will not have engaged in any of the foregoing.

3. Integration Clause. This Amendment 05, along with the Agreement, and Amendments 01, 02, 03 and 04, represents and documents the entirety of the agreement and understanding of the parties hereto with respect to its subject matter. All prior understandings, whether oral or written, other than the Loan Documents, are hereby merged hereinto. **NEITHER THE AGREEMENT NOR THIS AGREEMENT MAY BE MODIFIED EXCEPT BY A WRITING SIGNED BY LENDER AND BORROWER.** Each provision hereof shall be severable from every other provision when determining its legal enforceability such that Lender's rights and remedies under this Amendment 05 and the Loan Documents may be enforced to the maximum extent permitted under applicable law. This Amendment 05 shall be binding upon, and inure to the benefit of, each party's respective permitted successors and assigns. This Amendment 05 may be executed in counterpart originals, all of which, when taken together, shall constitute one and the same original document. No provision of any other document between Lender and Borrower shall limit the effectiveness hereof or the rights and remedies of Lender against Borrower. In the event of any contradiction or inconsistency among the terms and conditions of this Amendment 05 or any Loan Document, the interpretation most favorable to the interests of Lender shall prevail.

Except as amended hereby, the Agreement remains unmodified and unchanged.

BORROWER:		**LENDER:**	
GEVO, INC.		**LIGHTHOUSE CAPITAL PARTNERS V, L.P.**	
		By:	**LIGHTHOUSE MANAGEMENT PARTNERS, V, L.L.C.,** its general partner
By:	/S/ Mark Smith	By:	/s/ Thomas Conneely
Name:	Mark Smith	Name:	Thomas Conneely
Title:	Chief Financial Officer	Title:	Vice President

Attachments:

EXHIBIT A-3 Remaining Collateral
EXHIBIT B-7 Amended and Restated Secured Promissory Note
EXHIBIT C-4 Warrant

AMENDED AND RESTATED SECURED PROMISSORY NOTE

(Notes originally issued in the amount of $9,077,787.99)

$2,934,573.93

This AMENDED AND RESTATED SECURED PROMISSORY NOTE (this "*Note*") is made August 6, 2010, by **GEVO, INC**., ("*Borrower*") in favor of **LIGHTHOUSE CAPITAL PARTNERS V, L.P.** (collectively with its assigns, "*Lender*"), and its assigns (collectively, "*Holder*") and amends, restates and replaces, but is not a novation of that certain Amended and Restated Secured Promissory Note dated July 1, 2009, pursuant to that certain Loan and Security Agreement No. 5441 between Borrower and Lender dated December 18, 2006, as amended (the "*Loan Agreement*") with reference to the following:

FOR VALUE RECEIVED, Borrower promises to pay in lawful money of the United States, to the order of Lender, at 500 Drake's Landing Road, Greenbrae, California 94904, or such other place as Lender may from time to time designate ("*Lender's Office*"), the principal sum of $2,934,573.93, (the "*Advance*"), including interest on the unpaid balance of the Advance at the Basic Rate, and all other amounts due or to become due hereunder according to the terms hereof. Capitalized terms used and not otherwise defined herein are defined in the Loan Agreement.

"*Basic Rate*" means *a per annum* fixed rate of interest equal to 12%.

"*Final Payment*" means $203,889.40.

"*Loan Commencement Date*" for this Note means January 1, 2011.

"*Maturity Date*" means the last day of the Repayment Period, or if earlier, the date of prepayment under the Note.

"*Payment Date*" means the first day of each calendar month.

"*Repayment Period*" means the period beginning on the Loan Commencement Date and continuing for 18 calendar months.

1. Repayment. Borrower shall pay principal and interest due hereunder from the date of this Note, until this Note is paid in full, on each Payment Date pursuant to the terms of the Loan Agreement and this Note. Prior to the Loan Commencement Date, Borrower shall pay to Lender, monthly in advance on each Payment Date, interest on the unpaid balance of the Advance calculated using the Basic Rate. Beginning on the Loan Commencement Date and on each Payment Date thereafter during the Repayment Period, Borrower shall pay to Lender, in advance, equal monthly installments of principal and interest on the unpaid balance of the Advance, calculated using the Basic Rate. On the Maturity Date, Borrower shall pay, in addition to all unpaid principal and accrued interest outstanding hereunder, the Final Payment.

2. Interest. Interest not paid when due will, to the maximum extent permitted under applicable law, become part of principal, at Lender's option, and thereafter bear like interest as principal. All interest computations shall be based on a 360-day year and actual days elapsed. All Obligations not paid when due shall bear interest at the Default Rate unless waived in writing by Lender. All amounts paid hereunder will be applied to the Obligations in Lender's discretion and as provided in the Loan Agreement.

3. Voluntary Prepayment. Borrower may prepay the Note if and only if Borrower pays to Lender (i) the outstanding principal amount of this Note and any unpaid accrued interest; (ii) the Final Payment; and (iii) all other sums, if any, that shall have become due and payable hereunder with respect to this Note.

4. Collateral. This Note is secured by the Collateral.

5. Waivers. Borrower, and all guarantors and endorsers of this Note, regardless of the time, order or place of signing, hereby waive notice, demand, presentment, protest, and notices of every kind, presentment for the purpose of accelerating maturity, or diligence in collection, as a defense to any action on this Note.

6. Choice of Law; Venue. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF BORROWER AND LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA. BORROWER AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

7. Miscellaneous. THIS NOTE MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BORROWER AND LENDER. Each provision hereof is severable from every other provision hereof and of the Loan Agreement when determining its legal enforceability. Sections and subsections are titled for convenience, and not for construction. “Hereof,” “herein,” “hereunder,” and similar words refer to this Note in its entirety. “Or” is not necessarily exclusive. “Including” is not limiting. The terms and conditions hereof inure to the benefit of and are binding upon the parties’ respective permitted successors and assigns. This Note is subject to all the terms and conditions of the Loan Agreement.

IN WITNESS WHEREOF, Borrower has caused this Note to be executed by a duly authorized officer as of the day and year first above written.

GEVO, INC.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Title: CEO

Exhibit 10.2

***** Text Omitted and Filed Separately
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406**

COMMERCIALIZATION AGREEMENT

This Commercialization Agreement (this "Agreement") is effective as of October 16, 2008 (the "Effective Date") by and between ICM, Inc., a Kansas corporation with its principal place of business at 310 N. First Street, Colwich, KS 67030 ("ICM") and Gevo, Inc., a Delaware corporation with offices at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112 ("Gevo") (Gevo and ICM are collectively referred to as the "Parties" and each individually as a "Party"). As used in this Agreement, the term "Affiliates" means and refers to any entity that controls, or is controlled by, or is under common control with, that entity.

WHEREAS, Gevo owns or has rights to certain technology, which allows for the development and production of […***…];

WHEREAS, ICM has expertise in engineering and building facilities for ethanol production;

WHEREAS, the Parties are concurrently entering into that certain Development Agreement effective as of the date of this Agreement whereby the Process will be demonstrated in ICM's St. Joseph, MO pilot plant;

WHEREAS, Gevo desires to utilize ICM as its exclusive provider (subject to certain limitations) for engineering and construction services for Commercial Plants […***…] that are commissioned by Gevo, its Affiliates or in Gevo's discretion its licensees;

WHEREAS, ICM and its Affiliates desire to work exclusively with Gevo in the field of […***…];

WHEREAS, Gevo anticipates ICM will identify and bring to Gevo certain commercial opportunities for Gevo to commercialize the Process;

WHEREAS, the Parties desire to set forth certain parameters of a commercial relationship between them; and

WHEREAS, Gevo and ICM desire to enter into an agreement for such commercial relationship as further described below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

Definitions:

"ICM Process Technology" shall mean […***…]

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“Process” shall mean Gevo’s technology to produce […***…].

1. Commercialization. The Parties will jointly develop as needed (a) one or more fully engineered and fully-integrated Commercial Plant designs that will utilize Gevo’s Process on a commercial scale for new Commercial Plants, and (b) one or more fully engineered designs to retrofit an existing […***…] facility. Any such new or retrofit ICM designed plant […***…] the Process in […***…] shall be considered a “Commercial Plant” and collectively, “Commercial Plants.” Further, ICM will be the exclusive engineering services provider for the Commercial Plants for Gevo or, at Gevo’s discretion, for Gevo’s licensees. During the term of this Agreement, ICM agrees to work exclusively with Gevo in the field of […***…].

1.1 Engineering Services.

(A) Subject to Section 1.1(D) below and other relevant provisions of this Agreement, Gevo hereby engages and appoints ICM as an independent contractor to exclusively provide engineering services for all of Gevo’s Commercial Plants. The engineering services referenced in this Agreement include design engineering, process engineering, mechanical engineering and electrical and automation engineering, but excludes civil and structural engineering which shall be considered part of the scope of work for the construction services described below in Section 1.2.

(B) During the term of this Agreement, the Parties agree to work in good faith to develop a scope of work and schedule necessary to permit ICM to fully engineer and design the first Commercial Plant. ICM’s scope of work shall include, without limitation, providing process flow, plant site layout, equipment lists, energy balance, cost estimates, project schedules, and design, process, mechanical, electrical engineering, including services sufficient to create process and instrumentation diagrams (P&IDs), for the first Commercial Plant. ICM shall also be responsible to create appropriate automation controls and software to operate the Commercial Plant. It is intended, but not required, that Gevo will identify a specific project for the first Commercial Plant prior to ICM performing its services. If a specific project has been identified, the Parties will enter into a design-build agreement, in a mutually agreeable form, which will cover engineering, procurement and construction services to be rendered by ICM. If no

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specific project has been identified and if requested by Gevo, the Parties will enter into a professional services agreement that will detail the exact scope of work required to be performed by ICM. The professional services agreement will be negotiated in good faith and will contain industry standard terms and conditions.

(C) Gevo agrees to provide professional services from its engineers and technical representatives as reasonably requested by ICM to assure completion of Commercial Plants as required under the terms of the professional services agreement and the design-build agreements. To the extent that any intellectual property rights owned or licensed by Gevo are required for ICM to perform its services, Gevo shall be solely responsible for licensing ICM or obtaining licenses for ICM to permit ICM to fulfill its obligations hereunder and under the professional services agreements and design-build agreements.

(D) Fees for the engineering services and licenses shall be determined as follows:

(i) With respect to Commercial Plants that ICM is the construction services provider, the fee for the engineering services will be […***…] For purposes of clarity, ICM's engineering and design services employees will be billed at their then current standard rates for such employees as set forth on ICM Standard Rate Schedule (defined below) as amended from time to time during the engineering phase of each such project and outside contrators billed at the actual cost. ICM's current standard rate schedule is attached hereto and incorporated herein as Appendix I ("ICM Standard Rate Schedule"). ICM will provide Gevo with updates to Appendix I as ICM's standard rates change.

(ii) With respect to new or retrofitted Commercial Plants that ICM is not the construction services provider, but ICM provides the engineering services for such plant, Gevo will pay ICM a fee equal to […***…].

(iii) With respect to Commercial Plants subject to a retrofit that ICM is not the construction services provider and is not the engineering services provider for a reason other than breach of this Agreement by ICM, then Gevo will pay to ICM a fee equal to (a) $[…***...]

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If, however, the exclusivity of ICM has terminated as set forth in Section 1.1(E), then no fee shall be payable for Commercial Plants that use process technology other than ICM Process Technology for contracts arising after the date on which the exclusivity terminates. For purposes of clarity, following the termination of the exclusivity of ICM, the $[…***…] fee shall still be payable for the retrofit of Commercial Plants that use ICM Process Technology. This provision shall not apply to a new Commercial Plant due to the fact that ICM will not license a third party to engineer or construct ICM Process Technology. The payments described in this Section are intended to pay for the licenses set forth in Section 1.1(G) below. Further, fees payable for Commercial Plants prior to the termination of exclusivity shall remain unaffected by the termination of the exclusivity.

(iv) In the event that this Agreement is terminated by Gevo following any applicable cure period as a result of a breach of this Agreement by ICM, then with respect to Commercial Plants subject to a retrofit that ICM is not the construction services provider and is not the engineering services provider, Gevo will pay to ICM a fee equal to […***…]. The payment is intended to pay for the license described in Section 1.1(G)(iii). The obligation to pay fees described in this subsection following termination of this Agreement shall survive the termination of this Agreement.

(v) With respect to any services provided under the professional services agreement described in the last sentence of Section 1.1(B), ICM will be paid […***…] for its professional services at ICM's then current standard rate schedule as set forth on the ICM Standard Rate Schedule as amended from time to time.

Payment of fees described in Section 1.1(D)(i) shall be payable per the applicable desgn-build agreement. Payment of the fees described in Sections 1.1(D)(ii) and 1.1(D)(v) shall be on a schedule mutually agreeable between the parties at the time the services are requested. Payment of the fees described in Sections 1.1(D)(iii) and 1.1(D)(iv) shall be paid in advance.

(E) Due to the fact that certain of ICM Process Technology will be included in the plant designs and engineering of the Commercial Plant, the Parties intend that ICM will be the exclusive engineering services provider for the Commercial Plants. However, in the event that ICM fails to meet Gevo's commercially reasonable timeline for the engineering of Commercial Plants and such failure fails to be cured in thirty (30) days time following notice of the same, all of

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Gevo's exclusivity obligations to ICM in this Agreement shall terminate. Upon termination of the exclusivity or upon termination of this Agreement by reason of a breach by ICM, if Gevo desires that ICM transfer the engineering and drawings with respect to the Process described in Section 1.5(C)(i) to Gevo or a third party, then Gevo will pay to ICM a […***…] technology transfer fee in the amount of $[…***…] to compensate ICM for the time and materials necessary to transfer the engineering and drawings with respect to the Process to Gevo or Gevo's designee. Also, In such event, ICM will grant the applicable licenses set forth in Section 1.1(G).

(F) Notwithstanding anything to the contrary in this Agreement, in the event Gevo's partner in a Commercial Plant refuses to allow ICM to perform engineering or construction services, then, subject to the payments described in Sections 1.1(D)(ii) or 1.1(D)(iii) (as applicable), Gevo shall be entitled to engage another engineering or construction services provider to perform applicable services with respect to the Commercial Plant. In such event, ICM will grant the applicable licenses set forth in Section 1.1(G).

(G) ICM agrees to grant the licenses described below:

(i) In the event that ICM is the construction services provider under Section 1.1(D)(i) or in the event ICM is not the construction services provider under Section 1.1(D)(ii) above, then ICM will grant to the owner or operator of the Commercial Plant a fully paid up commercial license to modify the ICM Process Technology to incorporate the Process and a license to operate the Commercial Plant so using the modified ICM Process Technology.

(ii) In the event that ICM is not the construction services provider or the engineering services provider for a Commercial Plant under Section 1.1(D)(iii) above, then, subject to the receipt of the payment of the license fees described in said section, ICM will grant to Gevo (or its desginee) a fully paid up commercial license to use the designs and documents described in Section 1.5(C)(i) for the purpose of obtaining third party engineering services for the specific Commercial Plant, and, if the Commercial Plant uses ICM Process Technology, ICM will grant to the owner or operator of the Commercial Plant to modify the ICM Process Technology to incorporate the Process and a license to operate the Commercial Plant so using the modified ICM Process Technology.

(iii) In the event this Agreement is terminated by Gevo under Section 1.1(D)(iv) above, ICM will grant to Gevo (or its desginee) a fully paid up commercial license to use the designs and documents described in Section 1.5(C)(i) for all purposes, and, if a Commercial Plant is retrofited to utilize the Process and the Commercial Plant also uses ICM Process Technology,

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then subject to the payment described in Section 1.1(D)(iv), ICM will grant to the owner or operator of the Commercial Plant to modify the ICM Process Technology to incorporate the Process and a license to operate the Commercial Plant so using the modified ICM Process Technology.

1.2 Construction Services.

(A) Subject to Section 1.2(C) below, Gevo hereby engages and appoints ICM as its exclusive independent contractor to provide construction services for all Commercial Plants. ICM hereby accepts such engagement under the terms and conditions hereof.

(B) For each Commercial Plant, the Parties will enter into a design-build agreement to be negotiated in good faith that will contain industry standard terms and conditions. With respect to […***…], the construction services under the applicable design-build agreement will be provided […***…]; provided, however, if such construction services are appropriately completed according to schedule and cost (pursuant to a mutually agreeable schedule and cost target as set forth in the design-build agreement), then the profit percentage payable to ICM shall be increased by […***…]. For purposes of this provision, the parties agree that the term “cost” shall be fully defined within the design-build agreement to be executed by the parties, but at minimum shall include the following: (i) the actual third party invoices to ICM for services, labor, equipment, material and suppliers, at the agreed billing rate between ICM and each services provider, subcontractor, and supplier; (ii) the applicable billing rate for ICM labor and expenses per the ICM Standard Rate Schedule; and (iii) the sales/use tax owed pursuant to applicable law on all materials and equipment incorporated in the Commercial Plant. […***…]. However, the Parties failure to reach agreement on an alternate fee structure shall not be cause for the revocation of ICM’s exclusive appointment for construction services.

(C) The exclusivity obligations of Gevo in this Agreement may be terminated by Gevo under the following circumstances:

(i) The Parties mutually agree that the exclusivity shall terminate;

(ii) ICM materially defaults under any design-build agreement and fails to cure such default during any applicable cure period;

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(iii) ICM and its subcontractors are unable to construct the Commercial Plants to meet Gevo’s reasonable demand and timelines for such plants; or

(iv) ICM’s contract price for construction services for Commercial Plants fails to be commercially reasonable (the parties acknowledge that with respect to […***…], as the case may be, shall be deemed to be commerically reasonable); provided that ICM shall have the right to address and cure any alleged commercial unreasonableness; or

(v) ICM becomes insolvent, enters or is forced into receivership or bankruptcy.

(vi) Additionally, ICM may waive its right to exclusivity on any particular Commercial Plant, but such waiver shall apply only to that specific project, and then only if construction on such project is commenced within twenty-four (24) months of ICM’s waiver.

1.3 Subcontractors. Gevo understands and agrees that ICM may carry out its obligations and responsibilities (or any of them) under any professional services agreement and design-build agreement through third party subcontractors, provided, however, that ICM shall enter into agreements that bind each subcontractor to terms and conditions materially consistent with the confidentiality and non-disclosure terms and conditions of the professional services agreement and design-build agreements, including, without limitation, protection of Gevo’s Confidential Information. Nothing herein shall limit the business terms and conditions on which ICM shall contract for services, labor, materials and equipment with its subcontractors and suppliers. ICM shall be responsible for the performance or non-performance of its subcontractors and supplier under ICM’s agreements with such third parties. ICM shall remove all leins entered by its subcontractors within thirty (30) days of notification of such lein.

1.4 Start-up, Training and Pre-Market and After-Market Services.

(A) If requested by Gevo, ICM will agree to provide start-up commissioning services and initial training to Commercial Plants […***…].

(B) ICM offers goods and services to fuel ethanol plants on an pre-market and after-market basis. If requested by Gevo, ICM will agree to provide such services to Gevo and to Commercial Plants at ICM’s normal rates and compensation. Such goods and services include environmental consulting, insurance products, spare parts support, maintenance programs, specialty equipment packages, DCS support, after-market training, labroatory analysis, and specialty products not otherwise necessary for plant operations.

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1.5 Intellectual Property.

(A) *Gevo Ownership*. The Parties agree that, as between each other, Gevo is the sole and exclusive owner of the Process to the extent incorporated in the Commercial Plants and any improvements thereon.

(B) *ICM Ownership*. The Parties agree that, as between each other, ICM is the sole and exclusive owner of the ICM Process Technology. It is specifically contemplated that certain portions of any new Commercial Plants will be identical or substantially similar to ICM's Process Technology. To the extent that the engineering and design for Commercial Plants incorporate ICM's Process Technology, ICM will retain ownership to the intellectual property rights associated with such designs. Notwithstanding anything contained herein to the contrary, in no event shall ICM be required to license Gevo to make, use or sell ICM's intellectual property and proprietary designs described in this Section 1.5(B), including the ICM Process Technology that do not include the Process, unless Gevo pays ICM the applicable fees described in this Agreement. In no event shall ICM be required to license to ICM Process Technology to Gevo or any third party following to termination of ICM's exclusive rights set forth in Sections 1.1(E) or 1.2(C) for any new greenfield Commercial Plant. Additionally, there are no restrictions whatsoever with respect to ICM's ability to make, use and sell such intellectual property and proprietary processes described in this Section 1.5(B) outside of the production of […***…].

(C) Additionally, the Parties agree that, as between each other:

(i) […***…]

(ii) ICM shall be sole and exclusive owner of the distributed control system (DCS) and software developed by ICM or its subcontractors for use in the operation of the Commercial Plants, provided that ICM shall be required to sell certain equipment and provide a software licenses to use the DCS in connection with its use in Commercial Plants not engineered or constructed by ICM at rates equivilent to the sale price and license fees of such items at Commercial Plants engineered or constructed by ICM.

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(D) *Newly Developed Intellectual Property*. The Parties agree that all intellectual property rights that are first invented, discovered, reduced to practice, created, or developed by a Party (singularly or jointly) that results from or arises out of the Project (the "Commercial Joint IP"), are and shall be jointly owned by the Parties. To the extent that joint inventorship or joint ownership of Commercial Joint IP does not automatically vest jointly in both Parties by operation of law, each Party does hereby assign to the other Party joint rights in all Commercial Joint IP. Each Party shall disclose promptly in writing to the other any Commercial Joint IP of which it becomes aware. In the event that a Party desires to seek a patent or other governmental registration for any of the Commercial Joint IP, the Parties shall promptly meet to discuss and determine whether to seek any such registration. ICM shall be entitled to use the Commercial Joint IP solely in the field of […***…]. Gevo shall be entitled to use the Commercial Joint IP solely in the field of […***…]. Either Party shall be entitled to use the Commercial Joint IP in any other field.

1.6 Confidentiality. The confidentiality provisions set forth on Appendix II shall govern the transfer of information between the Parties with respect to the transactions contemplated by this Agreement.

2. Project Leader. Each Party will appoint a project leader ("Project Leader") to coordinate its part of the Project. The Project Leaders will be the primary contacts between the Parties with respect to the Project. Either Party may change its Project Leader upon written notice to the other Party. It is anticipated that a certain amount of training and technical transfer may be required to facilitate the effectuation of the Project. The Project Leaders will facilitate this training and technical transfer. The Project Leader for Gevo will be […***…] and the Project Leader for ICM will be […***…].

3. Dispute Resolution. Except for any payment obligations hereunder, if an unresolved dispute arises out of or relates to this Agreement, or breach thereof, either Party may refer such dispute to the Chief Executive Officer of ICM and Gevo's Chief Executive Officer or his or her nominee for good faith negotiation toward a resolution. If such dispute is not resolved within forty-five (45) days after such referral, then either Party may thereafter pursue other remedies.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to its conflict of laws principles.

5. Term. This Agreement is effective as of the Effective Date set forth above and will terminate ten (10) years after the Effective Date (the "Term"), unless otherwise agreed by the Parties in writing. Gevo or ICM may terminate the Project immediately upon the other party's material breach of Article 1.6 ("Confidentiality") or Article 1.5 ("Intellectual Property"). Gevo may terminate this Agreement immediately upon a change of control of ICM, unless Gevo has

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consented in writing to such change of control. Either Party may terminate this Agreement with thirty (30) days notice in the event the other Party ceases regular operations, enters or is forced in bankruptcy or receivership, liquidates its assets or breaches this Agreement. In the event this Agreement is terminated, Gevo will be granted the licenses described in Section 1.1(G)(iii) and such licenses shall survive the termination of this Agreement.

6. Press Release. Neither Party shall issue any press release or public announcement relating to the subject matter of this Agreement prior to obtaining the written consent of the other Party as to the content and making of such release. Such consent shall not be unreasonably withheld.

7. Status of Parties. The Parties acknowledge and agree that the relationship between the Parties is not that of agent and principal or employer and employee, but rather the Parties are each independent contractors.

8. Unenforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. Assignment. This Agreement may not be assigned by either Party without the expressed prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or otherwise transfer any and all rights and obligations under this Agreement to any successor in interest of over fifty percent (50%) of its entire business or its Affiliates at such Party's sole discretion, without the prior consent of the other Party. Any successor in interest under this Agreement will assume and be bound by the same obligations and responsibilities the assigning Party has assumed herein. Any attempted assignment in violation of this Section 9 shall be null and void.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements whether written or verbal, between the Parties. This Agreement shall not be modified without the prior written consent of each Party.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given (a) on receipt, if delivered personally or by facsimile transmission (receipt verified), (b) three days after deposit, if mailed by registered or certified mail (return receipt requested), postage prepaid, or (b) the next business days, if sent by nationally recognized express courier service, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Gevo:	Gevo, Inc. [...***...] 345 Inverness Drive South Building C, Suite 310 Englewood, Colorado 80112 [...***...]

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With a copy to:	Gevo, Inc. [...***...] 345 Inverness Drive South Building C, Suite 310 Englewood, Colorado 80112 [...***...]
If to ICM:	ICM, Inc. [...***...] 310 N. First Street Colwich, KS 67030 Telefacsimile: (316) 796-0570
With a copy to:	ICM, Inc. [...***...] 310 N. First Street Colwich, KS 67030 Telefacsimile: (316) 796-0570

12. **Headings**. Headings are for convenience only and shall not affect the interpretation of this Agreement.

13. **Survival**. Sections 1.5, 1.6, 4, 7 and 10-16 shall survive the termination or expiration of this Agreement (except in each case to the extent such provisions are self-limiting in duration). Fees payable under Section 1.1(D) of this Agreement shall remain unaffected by the termination of this Agreement and the obligation to pay such fees shall survive the termination of this Agreement.

14. **Counterparts**. This Agreement may be executed in multiple counterparts, which together shall constitute one agreement. Signatures received by facsimile shall be considered original signatures.

15. **Interpretation**. The interpretation of this Agreement shall be governed by the following rules:

(A) all dollar figures shall mean the lawful currency of the U.S.A., unless expressly stated otherwise;

(B) words importing the singular include the plural, and vice versa;

(C) words importing the masculine gender, include the feminine and neuter, and vice versa;

(D) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;

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(E) in the calculation of time, the first day shall be excluded and the last day shall be included;

(F) a reference in this Agreement to an article or section shall mean an article or section of this Agreement, as the case may be. Article and section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and

(G) the word "including" means without limitation; and the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole.

16. **Drafted Jointly**. The Parties have participated jointly in the negotiations and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, there shall be no presumption or burden of proof which arises favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ICM, Inc.	**Gevo, Inc.**
By: /s/ [...***...]	By: /s/ [...***...]

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Appendix I: ICM Standard Rate Schedule

[…*…]**

*** Confidential Treatment Requested**

Exhibit 10.3

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is effective as of October 16, 2008 (the "Effective Date") by and between ICM, Inc., a Kansas corporation with its principal place of business at 310 N. First Street, Colwich, KS 67030 ("ICM") and Gevo, Inc., a Delaware corporation with offices at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112 ("Gevo") (Gevo and ICM are collectively referred to as the "Parties" and each individually as a "Party"). As used in this Agreement, the term "Affiliates" means and refers to any entity that controls, or is controlled by, or is under common control with, that entity.

WHEREAS, Gevo owns or has rights to certain technology, which allows for the development and production of butanol, propanol, pentanol and their respective isomers (the "Process");

WHEREAS, ICM has pilot plant facilities for ethanol production and the capability to modify the pilot plant to perform commercial-scale isobutanol production trials in those facilities; and

WHEREAS, the Parties desire to set forth certain parameters of a commercial relationship between them beyond the plant trial; and

WHEREAS, Gevo and ICM desire to enter into an agreement for such isobutanol plant trial and such commercial relationship as further described below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Plant Trial Project. The Parties agree to perform the work described in the Plant Trial Protocol attached as Appendix I intending to meet the stated objectives outlined in the Plant Trial Protocol (the "Project"). The Parties agree to conduct the Project using competent and trained personnel, proper equipment, safe procedures and conditions at all times in the conduct of such work. Gevo will provide ICM with process technology and suitable quantities of microorganisms (the "Test Materials") as described in Appendix I. ICM will use the Test Materials solely for the Project and will not provide the Test Materials to any third party without the prior written consent of Gevo. Because the Test Materials have not received the appropriate regulatory approval, ICM agrees that the Test Materials, and any residues, by-products or co-products from the Test Materials (including, but not limited to distiller's dried grains with solubles), will not be commercially sold or used by ICM but will be disposed of as directed by Gevo at Gevo's cost, pursuant to Section 7 hereof. The Project will be conducted at ICM's St. Joseph, Missouri, pilot plant facility (the "Plant"). During the Project Term (as defined in Section 9), (i) ICM shall provide Gevo with reasonable access to areas of the Plant where the Project is being performed, subject, however, to ICM's site security and safety procedures; and (ii) ICM will not allow any third parties access to the area of the Plant where the Project is being conducted unless they are necessary to perform the Project or unless ICM receives the Gevo Project Leader's consent. ICM will conceal or cover the Equipment (as defined in Section 23.2), using a mutually agreeable method, at all times when the Project is not being conducted.

2. Data. ICM shall provide Gevo with all data generated in connection with this Project including, but not limited to, process data and analytical results for this Project and as further described in the Plant Trial Protocol (“Data”). Data will be provided to Gevo when it is recorded and will be deemed at all times to be the sole property of Gevo, subject to ICM’s rights as described in Sections 10.2 and 11. Nothing in this Agreement shall prevent ICM from maintaining the Data as part of its historical database, provided that ICM complies with the provisions of this Agreement, including but not limited to Section 10 hereof.

3. Scheduling. The Parties shall perform the Project in accordance with the scheduling described in the Plant Trial Protocol. The schedule can be modified as needed by mutual written agreement of the Parties.

4. Dispute Resolution. Except for any payment obligations hereunder, if an unresolved dispute arises out of or relates to this Agreement, or breach thereof, either Party may refer such dispute to the Chief Executive Officer of ICM and Gevo’s Chief Executive Officer or their nominees for good faith negotiation toward a resolution. If such dispute is not resolved within forty-five (45) days after such referral, then either Party may thereafter pursue other remedies.

5. Project Leader. Each Party will appoint a project leader (“Project Leader”) to coordinate its part of the Project. The Project Leaders will be the primary contacts between the Parties with respect to the pilot plant modifications and the subsequent research conducted under the Project. Either Party may change its Project Leader upon written notice to the other Party. It is anticipated that a certain amount of training and technical transfer may be required to facilitate the effectuation of the Project. The Project Leaders will facilitate this training and technical transfer. The Project Leader for Gevo will be […***…] and the Project Leader for ICM will be […***…].

6. Excusable Delays. Except for any payment obligations hereunder, neither Party shall be liable to the other for any delay or failure in performance on its part if and to the extent such failure or delay is due to circumstances beyond such party’s reasonable control, including but not limited to, acts of God, strikes, slow-downs, errors in manufacture of materials, fire, shortage of materials, shortage of labor, government orders, or changes to the Project or its protocols hereunder which are not approved in advance by such Party, and such Party shall not be liable in any event for consequential or special damages on account of any such delay or failure in performance. ICM shall be excused from continued performance of the Project for the duration of any such delay, and the period of performance shall be extended as may be necessary to enable ICM to perform after the cause of the delay has been removed.

7. Ownership and Disposal of Test Materials. All Test Materials are the sole property of Gevo, and any unused Test Materials shall be returned to Gevo or destroyed (at Gevo’s cost and election and as communicated to ICM in writing by Gevo) upon the conclusion of the Project. Gevo shall own all isobutanol process streams, distiller’s dried grains with solubles, and waste materials. In performing the Project, ICM shall comply with all applicable local, state, and federal rules and regulations, including but not limited to those required by the USDA and FDA.

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8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to its conflict of laws principles.

9. Project Term. With respect to the Project, this Agreement is effective as of the Effective Date set forth above and will terminate on December 31, 2010 (the “Project Term”), unless otherwise agreed by the Parties in writing. Gevo may terminate the Project without cause at any time, with termination effective thirty (30) days after Gevo’s delivery to ICM of written notice of termination. Gevo or ICM also may terminate the Project immediately upon the other party’s material breach of Article 10 (“Confidentiality”) or Article 11 (“Intellectual Property”) or any time prior to the start of the Project. If Gevo terminates this Agreement prior to the start of the Project, or at any time during the Project Term, it will remain responsible to pay to ICM all amounts owed pursuant to Section 23 as of the effective date of such termination, including but, not limited to, all costs incurred by ICM for construction and modification of the Plant for purposes of the Project.

10. Confidentiality.

10.1 General. The confidentiality provisions set forth on Appendix III shall govern the transfer of information between the Parties with respect to the transactions contemplated by this Agreement.

10.2 License Agreement. Gevo hereby grants a perpetual, non-exclusive and fully paid up license to ICM to use and disclose any data that ICM uses, maintains, and/or records on a regular or routine basis to manage, operate, supervise and or modify ICM’s Plant related to […***…], that would otherwise be deemed “Confidential Information” of Gevo, provided that (a) Gevo has consented in writing to any such specific disclosure (which consent will not be unreasonably withheld) and (b) any third party to whom ICM desires to disclose such information after the termination of this Agreement has, prior to such disclosure, consented in writing to be bound by the specific confidentiality provisions of this Section 10, in each instance to the benefit of the Parties hereto.

11. Intellectual Property Developed During Project. Right, title and interest to any intellectual property, including intellectual property rights to Test Materials, Data, any invention, know-how, data and information developed by ICM in connection with the Process at the Plant during the Project Term and while performing the Project shall accrue to the benefit of Gevo (the “Gevo IP”). Gevo will control, in its sole discretion, the preparation, filing, prosecution, maintenance and enforcement of all intellectual property rights in the Gevo IP.

The Parties agree that intellectual property jointly developed during the Project Term, beyond the scope of the Project, will be jointly owned (the “Project Joint IP”). To the extent that joint inventorship or joint ownership of Project Joint IP does not automatically vest jointly in both Parties by operation of law, each Party does hereby assign to the other Party joint rights in all Project Joint IP. Each Party shall disclose promptly in writing to the other any Project Joint IP of which it becomes aware.

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In the event that a Party desires to seek a patent or other governmental registration for any of the Project Joint IP, the Parties shall promptly meet to discuss and determine whether to seek any such registration. If the Parties decide to seek such registration(s), then Gevo shall have the primary obligation to prepare, file, prosecute, and maintain any applications and registrations in such jurisdictions and using counsel selected by Gevo and agreed to by ICM, such agreement not to be unreasonably withheld, or conditioned. Gevo shall consult with and give ICM a reasonable opportunity to review and comment on the text of any application for registration before filing, shall reasonably consider and address any such comments as ICM may supply, and shall supply ICM with a copy of each such application as filed, together with notice of its filing date and application number. Gevo shall keep ICM advised of the status of the actual and prospective filings with respect to any applications or registrations (including, without limitation, administrative office actions, comment, and requirements, the filing of interferences or other third-party proceedings, and the grant of any patents or other registrations), shall consult with and provide ICM with a reasonable opportunity to comment on all correspondence received from and all proposed submissions to be made to any government patent office or authority related to the filing, prosecution, and maintenance of such patent filings, and shall reasonably consider and address any such comments, all to be conducted and accomplished using Gevo's reasonable commercial efforts.

ICM shall reimburse Gevo for […***…] incurred by Gevo in connection with preparing, filing, prosecuting, and maintaining such applications and registrations (other than out-of-pocket expenses for inventorship and ownership determinations and disputes as between the Parties), which reimbursement will be made within thirty (30) days of receiving invoices, such invoices to be submitted by Gevo no more often than once per calendar quarter. Upon request, Gevo shall provide ICM with supporting documentation demonstrating and detailing the expenses so incurred.

If Gevo elects not to file an application for registration for any such Project Joint IP, or to cease the prosecution and/or maintenance of any such applications or registrations (except for abandonment of a patent application in favor of a patent application subsequently filed for purposes of continuing the prosecution of patent rights claiming the inventions included in the abandoned patent application), Gevo shall provide ICM with written notice immediately upon the decision to not file or continue the prosecution or maintenance of such applications or registrations. In such event, Gevo shall permit ICM, at ICM's sole discretion, to file and/or continue prosecution and/or maintenance of such applications and/or registrations at ICM's own expense. If ICM elects to continue such prosecution or maintenance, Gevo shall do such things that are reasonably necessary to enable ICM to continue such prosecution or maintenance.

12. Representations and Warranties. While performing their respective obligations under the Project, ICM and Gevo represent and warrant that they will comply with all applicable state and governmental regulatory requirements, the Plant Trial Protocol, any written standard operating procedures mutually agreed upon by the Parties, and the terms of this Agreement. Each Party represents and warrants to the other Party that it has the legal power, authority and right to enter into this Agreement and to perform its respective obligations set forth herein. Each Party represents and warrants that as of the Effective Date neither it nor any of its Affiliates is a

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party to any agreement or arrangement with any third party or under any obligation or restriction, including pursuant to its organizational documents which in any way limits or conflicts with its ability to fulfill any of its obligations under this Agreement, and that none of them shall enter into any such agreement, or so modify any existing agreement, during the term of this Agreement which would conflict with its ability to fulfill any of its obligations under this Agreement.

13. Press Release. Neither Party shall issue any press release or public announcement relating to the subject matter of this Agreement prior to obtaining the written consent of the other Party as to the content and making of such release. Such consent shall not be unreasonably withheld.

14. Liability. Excluding breaches of Article 10 (Confidentiality), in no event shall any Party be liable to any other Party for any loss of profits, downtime costs, loss of use of equipment or facilities, lost business revenue or for any special incidental, indirect or consequential damages directly or indirectly related to this Agreement, whether such claim for damages is based in contract, tort (including negligence) or at equity.

15. Disclaimer of Warranties. Except for the warranties set forth in Section 12 of this Agreement, neither Party makes any warranties, written, oral, express or implied, with respect to its performance under this Agreement or the results thereof. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

16. Indemnification. ICM shall indemnify, defend and hold Gevo, its employees, contractors and/or agents (together “Gevo’s Agents”) harmless from any claims, demands, liabilities, damages, penalties, costs and expenses, including reasonable attorney’s fees and costs which may be incurred by Gevo as a result of or related to (a) a breach by ICM of any representation and warranty set forth in Section 12, or (b) the negligence or willful misconduct of ICM, its employees, contractors and/or agents (together “ICM’s Agents”) related to ICM’s duties under this Agreement; provided, however, that Gevo shall not be entitled to indemnification for any damages incurred to the extent they result from the negligent acts, willful misconduct or omissions of Gevo or Gevo’s Agents.

Gevo shall indemnify, defend and hold ICM, its employees and ICM’s Agents harmless from any claims, demands, liabilities, damages, penalties, costs and expenses, including reasonable attorney fees and costs, which may be incurred by ICM as a result of or related to (a) a breach by Gevo of any representation and warranty set forth in Section 12, (b) the negligence or willful misconduct of Gevo or Gevo’s Agents related to Gevo’s duties under this Agreement, or (c) which are based on any claims that the Gevo technology used in the Process infringes on any third party rights, including patent, trade secret, or other intellectual property rights; provided, however, that ICM shall not be entitled to indemnification for any damages incurred to the extent they result from the negligent acts, willful misconduct, or omissions of ICM or ICM’s Agents.

17. Status of Parties. The Parties acknowledge and agree that the relationship between the Parties is not that of agent and principal or employer and employee, but rather the Parties are each independent contractors.

18. Injunctive Relief. The obligations under Sections 10, 11, 12 and 24 of this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage for which there is no adequate remedy at law; and, in the event of such breach, the non-breaching Party will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper.

19. Unenforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. Assignment. This Agreement may not be assigned by either Party without the expressed prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or otherwise transfer any and all rights and obligations under this Agreement to any successor in interest of over fifty percent (50%) of its entire business or its Affiliates at such Party's sole discretion, without the prior consent of the other Party. Any successor in interest under this Agreement will assume and be bound by the same obligations and responsibilities the assigning Party has assumed herein. Any attempted assignment in violation of this Section 20 shall be null and void.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements whether written or verbal, between the Parties. This Agreement and the Plant Trial Protocol shall not be modified without the prior written consent of each Party. In the event that the terms of the Plant Trial Protocol are inconsistent with the terms of this Agreement, this Agreement shall control, unless otherwise explicitly agreed to in writing by the Parties. All appendices are incorporated herein by reference and made a part of this Agreement.

22. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given (a) on receipt, if delivered personally or by facsimile transmission (receipt verified), (b) three days after deposit, if mailed by registered or certified mail (return receipt requested), postage prepaid, or (b) the next business days, if sent by nationally recognized express courier service, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Gevo: […***…]
Gevo, Inc.
345 Inverness Drive South
Building C, Suite 310
Englewood, Colorado 80112
[…***…]

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If to ICM: ICM, Inc.
[…***…]
310 N. First Street
Colwich, KS 67030
Telefacsimile (316) 796-0570

23. Project Costs. The Parties agree to share the costs of the Project as follows:

23.1 Engineering Fees. ICM agrees to provide the engineering services necessary for the Project at a rate of […***…]. A schedule of ICM's current standard rates is attached hereto as Appendix II. Gevo will pay ICM such engineering fees […***…].

23.2 Equipment. Any additional equipment required for the Project will be ordered and installed in the Plant by ICM (the "Equipment"). The Equipment will be installed on skids or such other mutually agreeable manner as to facilitate its removal at the conclusion of the Project. Gevo will pay all costs associated with the purchase, shipping and installation of the Equipment and will own all right, title and interest in the Equipment. Gevo will remove the Equipment at the conclusion of the Project and pay all costs associated with its removal and shipping.

23.3 Plant Modification Costs. ICM shall be responsible for any necessary modifications to the Plant for purposes of the Project. The costs of any such modifications shall be paid entirely by Gevo, at […***…]. For purposes of this provision, the Parties agree that the term "cost" shall include, but not be limited to, the following: (i) the actual third party invoices to ICM for services, labor, equipment, material and suppliers, at the agreed billing rate between ICM and each services provider, subcontractor, and supplier; (ii) the applicable billing rate for ICM labor and expenses; and (iii) the sales/use tax owed pursuant to applicable law on all materials and equipment incorporated in the Project.

23.4 Project Fee. Gevo will pay to ICM a project fee ("Project Fee") that will be based on […***…]. […***…] At the inception of each plant trial run or experiment, the ICM and Gevo Project Leaders will determine the labor, equipment, and material resources required for a particular experiment, and agree to an expense plan ("Expense Plan") to go along with the experimental plan. ICM will invoice Gevo based on the Expense Plan; provided that the Expense Plan shall be modified for stopping an experiment early, extending an experiment during progress, altering the experimental scope, use of raw materials in different quantities than planned, or for other events that are not specifically contemplated when the Expense Plan was set. All modifications will be based on the actual resources utilized using the Appendix IV rates.

23.5 Payment. Gevo agrees to pay all Project Costs described in Sections 23.1, 23.2, 23.3 and 23.4 within thirty (30) days after receiving an invoice from ICM. The Project Fee described in

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Section 23.4 will be paid by Gevo to ICM at the beginning of each week with the necessity of ICM providing Gevo with an invoice. If any payment owed by Gevo to ICM is not paid when due, ICM, at its option, may charge Gevo interest on such past due amount at the rate of […***…].

24. Headings. Headings are for convenience only and shall not affect the interpretation of this Agreement.

25. Survival. Sections 2, 4, 7, 8, 10-12, 14-16, 18, 22-23 and 25 shall survive the termination or expiration of this Agreement (except in each case to the extent such provisions are self-limiting in duration).

26. Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one agreement. Signatures received by facsimile shall be considered original signatures.

27. Interpretation. The interpretation of this Agreement shall be governed by the following rules:

(A) all dollar figures shall mean the lawful currency of the U.S.A., unless expressly stated otherwise;

(B) words importing the singular include the plural, and vice versa;

(C) words importing the masculine gender, include the feminine and neuter, and vice versa;

(D) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;

(E) in the calculation of time, the first day shall be excluded and the last day shall be included;

(F) a reference in this Agreement to an article or section shall mean an article or section of this Agreement, as the case may be. Article and section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and

(G) the word “including” means without limitation; and the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole.

28. Drafted Jointly. The Parties have participated jointly in the negotiations and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, there shall be no presumption or burden of proof which arises favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ICM, Inc.	**Gevo, Inc.**
By: /s/ [...***...]	By: /s/ [...***...]

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Appendix I: Plant Trial Protocol

[…***…]

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Appendix II: ICM Standard Rate Schedule

[…***…]

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Appendix IV: Expense Plan Rates

[…***…]

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Exhibit 10.4

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

LICENSE AGREEMENT

This Agreement, effective the 19th day of February, 2009 ("Effective Date"), by and between Cargill, Inc., a corporation of the state of Delaware, having its principal place of business at 15407 McGinty Road West, Wayzata, MN 55391 (hereinafter "Cargill"), and Gevo, Inc., a corporation of the state of Delaware, having its principal place of business at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112 (hereinafter "Gevo"). Cargill and Gevo are collectively referred to herein as "Parties", in singular or plural usage, as required by context.

WHEREAS, Cargill has developed a yeast biocatalyst […***…], covered by certain Cargill Patents;

WHEREAS, Gevo desires to use and further develop Cargill's yeast biocatalyst with the goal of […***…];

WHEREAS, the Parties desire to grant each other certain rights to use the yeast biocatalyst as well as other technology that is developed in the course of this work, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "Cargill Field" shall mean all other fields outside of the Gevo Field.

1.2 "Cargill Biological Materials" shall include yeast strains and tools for modifying such yeast strains for the Product […***…] as identified in Appendix C and those elected and paid for in Appendix D. Appendix C shall be updated from time to time by Cargill to include future improvements and new tools.

1.3 "Confidential Information" shall mean all information related to the Agreement in any form disclosed in any manner by or on behalf of one Party to the other Party during the term of this Agreement. Without limitation, Confidential Information shall include information about products, raw materials, samples, packaging, manufacturing processes, financial information, research information, tools, business plans, customer lists and supplier lists and the terms and conditions of this Agreement. Notwithstanding the foregoing, the Parties agree that the term "Confidential Information" shall not include any information which is:

a. in the public domain prior to receipt by the receiving Party or subsequent to the date of receipt without breach of this Agreement by the receiving Party;

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b. known to the receiving Party prior to disclosure by the disclosing Party, provided that any source of such information was not known by the receiving Party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing Party or any other party with respect to such information (for purposes of clarity, such exception does not include information that was received under confidentiality obligations by former employees of Cargill or its affiliate, NatureWorks LLC during their employment at Cargill or NatureWorks LLC);

c. disclosed without restriction to the receiving Party by a third party having a bona fide right to disclose the same to the receiving Party without breach of this Agreement or any other confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing Party or any other party with respect to such information, or

d. independently developed by the receiving Party without use of any Confidential Information disclosed hereunder by the disclosing Party.

1.4 “Due Diligence Milestones” shall mean the milestones attached hereto as Appendix A.

1.5 “Gevo Biocatalyst” shall mean the […***…] developed by Gevo for the production of the Product.

1.6 “Gevo Field” shall mean […***…].

1.7 “Patent Rights” shall mean those patents and patent applications listed in Appendix B (including any continuation, continued prosecution, continuation-in-part, reissues, reexaminations, divisions or substitutions thereof), in any country (including countries not listed in Appendix B where applications have issued or will issue), owned by Cargill.

1.8 “Product” shall mean […***…] A “valid claim” shall mean any issued, unexpired claim that has not been held invalid or otherwise unenforceable by a decision of a court or other competent authority which is not under appeal.

1.9 “Improvement” shall mean any invention or discovery that directly or indirectly uses the Cargill Biological Materials or Patent Rights and is conceived or reduced to practice during the term of this Agreement either solely by Cargill or Gevo, or jointly by Cargill and Gevo within the term of this Agreement.

1.10 “Net Sale(s)” shall mean the gross sale or transfer volume of Product measured in US gallons that is made using Cargill Biological Materials or Patent Rights thereof by Gevo, its Affiliates or sublicensees, to any third party less allowed Product returns and Product allowances given by Gevo, its Affiliates or its sublicensees, all as determined by Gevo’s standard accounting practices.

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1.11 “Quarter” shall mean a three month time period from January 1 to March 31, April 1 to June 30, July 1 to September 30, or October 1 to December 31.

1.12 “Affiliates” shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity, and is identified in writing. For purposes of the preceding sentence, “control” means the right to control, or actual control of, the management of such other entity, whether by ownership of securities, by voting rights, by agreement or otherwise.

2. DUE DILIGENCE MILESTONES

2.1 The project managers as identified in Appendix A, or their designees as agreed to by the Parties (“Project Managers”), will (i) review the status and results of the Due Diligence Milestones, (ii) decide upon any proposed amendments to the Due Diligence Milestones, (iii) make a good faith and reasonable determination of relevant technical information required to complete the Due Diligence Milestones, (iv) coordinate the disclosure of Confidential Information, (v) decide upon any proposed amendments to the appendices, (vi) determine whether a milestone has been completed; and (vii) discuss and record any Improvements and potential patent filings, and review in accordance with Section 6 of this Agreement. All decisions by the project managers require unanimous consent and shall be decided without unreasonable delay.

2.2 Each Party agrees to the deadlines for each milestone in the Due Diligence Milestones attached as Appendix A. The Parties may mutually agree in writing to revise a milestone or target date. If Gevo determines that it cannot meet a milestone or target date, Gevo may request to purchase an extension of time. It is Cargill’s discretion whether to grant such request; such approval will not be unreasonably withheld.

3. CONFIDENTIAL INFORMATION & MATERIAL TRANSFER

3.1 Both Parties agree that during the term of this Agreement, they will not disclose any Confidential Information to any third party without the prior written permission of the disclosing Party such permission will not be unreasonably withheld. Dissemination of Confidential Information shall be limited to parties that are directly involved with discussions contemplated by this Agreement, and even then only to such extent as is necessary and essential. Notwithstanding the foregoing, Gevo shall be permitted to disclose Confidential Information to its sublicensees or potential sublicensees who are bound by an executed confidentiality agreement with terms equivalent to those in this Agreement.

3.2 Cargill and Gevo shall require all employees, agents, sublicensees, and representatives, to comply in all respects, with the terms hereof as fully and faithfully as if such persons were signatories. Upon the termination or expiration of this Agreement, all such materials shall be returned or destroyed upon the request of Cargill however Gevo may retain one copy of all written materials with its legal counsel to insure compliance with its obligations under this Agreement All materials containing Confidential Information and provided by Gevo shall remain the property of Gevo. Upon the termination or expiration of this Agreement, all such materials shall be returned or destroyed upon the request of Gevo however Cargill may retain one copy of all written materials with its legal counsel to insure compliance with its obligations under this Agreement. All materials containing Confidential Information and provided by Cargill shall remain the property of Cargill.

3.3 Notwithstanding Sections, 3.1 and 3.2, Gevo may disclose to its investors, potential investors, Gevo board members and Gevo financial Auditors for use in Gevo’s audit, the fact or nature this Agreement’s existence and whether it has completed the milestones, only in general terms.

3.4 Cargill will provide Gevo with the Cargill Biological Materials within sixty (60) days after receipt of notification from Gevo that milestone #1 has been completed, as defined in Appendix A.

3.5 The confidentiality obligations imposed by this Agreement, including but not limited to non-disclosure and non-use, shall endure for […***…] years after termination of this Agreement or until […***…], whichever comes first.

3.6 The Cargill Biological Materials shall not be transferred to any third party without a material transfer agreement or sub-license agreement in place prior to such transfer. Such agreement shall contain obligations of confidentiality and non-use consistent with those in this Agreement.

4. GRANTS

4.1 Cargill hereby grants to Gevo and its Affiliates , an exclusive, worldwide, royalty- bearing license with a limited right to sublicense, subject to Section 4.2, under Patent Rights and Cargill Biological Materials solely to make, have made, use, sell, offer for sale, or import the Product.

4.2 Gevo’s license includes the right to grant sublicensees under the Cargill Patent Rights according to the following guidelines:

a. Gevo will be responsible for reporting on and paying all royalties that are due to Cargill in accordance with Section 5 of this Agreement for Product sold by any of Gevo’s sublicensees.

b. Any sublicenses granted by Gevo under this Section shall be in writing and subject to the terms and conditions of this Agreement, including but not limited to the obligations concerning confidentiality and material transfer provisions set forth in Section 3.

c. Gevo shall have the right to sublicense the Cargill Biological Materials and/or Patent Rights on a worldwide basis in the Gevo Field. For the companies and/or geographical region(s) listed in Appendix E, Cargill shall have sole discretion and authority to approve or not approve each such sublicensee for the Cargill Biological

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Materials and/or Patent Rights in the Gevo Field. For any company and/or region not listed in Appendix E, Gevo shall have sole discretion and authority to sublicense the Cargill Biological Materials and/or Patent Rights in the Gevo Field. For any company and/or geographical region listed in Appendix E, Gevo shall submit to Cargill the name of the sublicensee and the territory of the proposed sublicense agreement for Cargill's written approval prior to the execution of any such sublicensing agreement. Cargill will review each submission from Gevo on a case by case basis and notify Gevo in writing of its decision within forty-five (45) days of receipt of such submission. Approval of any proposed sublicensee under this subsection shall not be unreasonably withheld.

d. Appendix E can be modified from time to time upon mutual agreement of the Parties.

e. No sublicensee under this Agreement may grant any third party rights in or access to the Patent Rights or Cargill Biological Materials for any purpose.

f. Any breach by a sublicensee shall also be considered to be a breach by Gevo.

g. Each sublicense shall terminate upon termination of this Agreement.

4.3 […***…].

4.4 From the Effective Date until five (5) years after the completion date of milestone #5a or #5b or the deadline date, whichever is sooner, as identified in Appendix A, Cargill grants to Gevo an option, with first right of refusal, to purchase an exclusive license with monetary consideration for the use of Cargill Biological Materials and/or Patent Rights for the production of […***…]. For purposes of clarity, Cargill shall be entitled to discuss licensing the Cargill Biological Materials and/or Patents Rights to any third party during the term of this Agreement. In the event Cargill receives a bonafide written offer from a third party to license the Cargill Biological Materials and/or Patent Rights for the production of […***…], Cargill shall notify Gevo in writing of such offer and Gevo shall have ninety (90) days from receipt of such notification to exercise its option upon terms equivalent or better than those offered by such third party. Should Gevo fail to exercise its option during the ninety (90) day time period, notwithstanding anything to the contrary in this Agreement, Cargill shall be entitled to license the Cargill Biological Materials and/or Patent Rights to such third party pursuant to the terms in such written offer.

4.5 This Agreement shall serve as the framework for additional license agreements should Gevo exercise its option pursuant to Section 4.4 above, the terms and conditions of such agreements to be negotiated between the Parties.

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4.6 Subject to the limitations and obligations of this Agreement, Gevo's license includes the right to modify the Cargill Biological Materials in its sole discretion.

5. PAYMENTS & ROYALTIES

5.1 Gevo shall pay a license signing fee to Cargill in the amount of $[…***…] payable thirty (30) days after the Effective Date of this Agreement.

5.2 Upon the completion of each milestone (or upon election to pay a fee in lieu of completing a milestone no later than the deadline date, as applicable) as defined in Appendix A, Gevo shall pay Cargill as follows:

a. Completion of milestone 1 - $[…***…];

b. Completion of milestone 2 - $[…***…] payable as $[…***…] per month from August to December 2009 and $[…***…] over three (3) consecutive Quarters beginning January 1, 2010. For purposes of clarity, the payments are due on the first business day of the month;

c. Completion of milestone 3 - $2,000,000 to be paid in equal amounts of $250,000 per Quarter for eight (8) consecutive Quarters beginning on the first Quarter after the completion of this milestone or the first Quarter of 2011, whichever is later;

d. Completion of milestone 4 - $[…***…]

e. Completion of milestone 5a - $[…***…] or in the alternative
Completion of milestone 5b - $[…***…]

5.3 Gevo shall pay Cargill a royalty based on the Net Sale of the Product during each calendar quarter per the schedule below. This royalty will include all volumes sold by Gevo sublicensees:

Aggregate Amount of Product Sold per Year	Royalty Rate
[…***…]	

5.4 […***…]

5.5 On the last day of each Quarter, Gevo shall submit to Cargill quarterly reports and royalty payments for each immediately preceding Quarter. Each report shall contain the amount

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of Net Sales of Product in the preceding Quarter and the total amount of royalties based on the aggregate amount of Product sold year to date that would be due to Cargill.

5.6 Gevo and its respective sublicensees shall keep complete, true and accurate books and records for the purpose of determining and verifying royalty obligations. Gevo agrees to permit its books and records to be examined by an independent auditor not more than once per year, for the purpose of verifying the payments for Cargill. Gevo will ensure that sublicensees books and records can be examined by an independent auditor on an annual basis on Cargill's behalf solely to ensure compliance with this Section 5. Cargill will pay all costs associated with any audits for this purpose, however in the event such audit reveals a discrepancy greater than […***…] of the total amount of royalties owed to Cargill, Gevo agrees to pay for the cost of such audit (including sublicensees audits).

5.7 Any payments to be made hereunder that remain due and unpaid after a period of thirty (30) calendar days after the date due shall accrue interest, commencing as of the date payment was first past due, at the prime interest rate of Citibank, N.A. in effect on the first day of the calendar month in which the payment first becomes overdue.

5.8 No part of any amount payable to Cargill by Gevo may be reduced due to any counterclaim, set off, adjustment or other right.

5.9 […***…].

6. INTELLECTUAL PROPERTY

6.1 Ownership of all Improvements shall be determined as follows:

[…***…]

6.2 Upon payment of the fees in Appendix F, Cargill hereby grants to Gevo, the exclusive, royalty-free, worldwide, perpetual license with a right to sublicense, to Cargill Improvements as identified in Appendix F for use within the Gevo Field and subject to the limitations and obligations of this Agreement. For purposes of clarity, this Section 6.2 shall not relieve Gevo of its payment obligations under Section 5.

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6.3 Gevo hereby grants to Cargill, the exclusive, royalty-free, worldwide, perpetual license with a right to sublicense, to Gevo Improvements for use within the Cargill Field, but for purposes of this Section 6.2, the term “Cargill Field” excludes […***…].

Gevo hereby grants to Cargill, the exclusive, royalty-free, worldwide, perpetual license with a right to sublicense, to Joint Improvements for use within the Cargill Field. Gevo reserves the right to practice and sublicense Joint Improvements […***…].

6.4 Gevo shall have the first option to prepare, file, prosecute, and maintain patent applications and issued patents on Gevo Improvements and Joint Improvements, which option may be waived in whole or part. Gevo shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) and issued patents directed to said Gevo Improvements and Joint Improvements. Gevo shall provide Cargill a copy of any proposed patent application covering said Gevo Improvements and Joint Improvements in advance of the submission of the proposed patent application to any patent office. Notwithstanding anything to the contrary, Gevo shall be entitled to file provisional patent applications without seeking Cargill’s approval. Cargill shall have sixty (60) days after receipt of such copy to notify Gevo that the proposed patent application can be drafted broader, such as for example, to cover more than said Gevo Improvements and Joint Improvements, in which case the Parties shall negotiate an acceptable version. If Gevo waives its option, Cargill shall have the option to prepare, file, prosecute, and maintain patent applications and issued patents on said Gevo Improvements and Joint Improvements. Gevo shall provide, when requested by Cargill, all information in its possession, or true copies thereof, pertaining to said Gevo Improvements and Joint Improvements which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the said Gevo Improvements and Joint Improvements. Such information shall be treated as Confidential Information until it needs to be disclosed in connection with patent filings and at such time it will cease to be treated as Confidential Information.

6.5 If Gevo waives its option to prepare and prosecute a patent application in accordance with Sections 6.4 and elects not to file such a patent application or elects to allow any such patent application or patent to become abandoned or lapse, Gevo shall give Cargill notice of such election promptly and at least two (2) months prior to the first date that action much be taken to avoid such abandonment or lapse. Cargill shall have the right to take over at its sole expense the filing, prosecution or maintenance of any such patent application. All out of pocket expenses of Gevo shall be reimbursed by Cargill. Cargill shall have no liability to Gevo for Cargill’s acts or failure to act with respect to such patent application or patent.

6.6 The Party owning Improvements as provided in Section 6.1 has the sole power to settle suits for infringement of said Improvements; provided, however, for Gevo Improvements not exclusively in the Gevo Field but in the Cargill Field and Joint Inventions, Gevo shall initiate and prosecute suits for infringement, and if required by law, Gevo will join Cargill in such suits.

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Cargill shall control any such suits and shall bear all expenses related to any such suits. The Parties shall provide any assistance reasonably requested in prosecuting and enforcing said Gevo Improvements not exclusively in the Gevo Field and in the Cargill Field and Joint Improvements. In the event Cargill elects not to initiate and prosecute suits for infringement of Gevo Improvements or Joint Improvements, then with forty-five (45) days prior written notice to Cargill, Gevo shall be entitled to initiate and prosecute such suits. For purposes of clarity, within such forty-five (45) day period, Cargill shall be entitled to initiate and prosecute such suits.

6.7 Cargill has the sole power to settle suits for infringement of the Patent Rights. Cargill will in good faith consider enforcement requests from Gevo, as an exclusive licensee of the Patent Rights, including the ability for Gevo to be able to initiate and settle suits for infringement of the Patent Rights in the Gevo Field, but Cargill's determination to proceed or not is entirely within Cargill's discretion.

6.8 In the event the Parties enter into a joint development agreement ("JDA"), and the jointly developed intellectual property provisions of such JDA conflict with those in this Agreement, the terms of the JDA shall control.

7. TERM & TERMINATION

7.1 Except as provided in Section 3.5, the term of this Agreement shall be from the Effective Date and will continue until no issued Patent Rights remain valid and enforceable, but in no case earlier than December 31, 2025.

7.2 Either Party may terminate this Agreement at any time for a material breach by the other Party, provided (i) that the Party alleging the breach provides the other with written notice specifying the breach, and (ii) the breach is not cured within one hundred twenty (120) days. The Parties agree that in the event Milestone #3 is not met, this shall not constitute a material breach by either Party.

7.3 Gevo may terminate this Agreement upon ninety (90) days written notice to Cargill.

7.4 Upon termination of this Agreement by Gevo pursuant to Section 7.3 or upon Cargill's termination of this Agreement as a result of Gevo's breach, the licenses granted in Section 6.3 shall survive such termination.

7.5 Upon termination of this Agreement by Gevo as a result of Cargill's material breach pursuant to Section 7.2, the licenses granted in Section 4 and Section 6.2 shall survive such termination.

7.6 Expiration or termination of this Agreement shall not: (a) relieve Gevo, its Affiliates, or its sublicensees of their obligation to make payments or fulfill any obligations to Cargill incurred prior to expiration or termination including quarterly payments for a completed Milestone, or (b) relieve Cargill of its obligations to Gevo incurred prior to expiration or termination.

7.7 The failure of Gevo to complete a milestone, purchase an extension of time pursuant to Section 2.2, or pay any amounts due under Section 5 shall be a material breach of this Agreement.

7.8 Expiration or termination of this Agreement, however effectuated, shall not release the Parties from their rights and obligations incurred prior to the expiration or termination of this Agreement under Sections 3.0 (Confidential Information & Material Transfer), 5.0 (Payments & Royalties), 6.0 (Intellectual Property), and 8.0 (Disclaimer of Warranty, Limitation of Liability).

8. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

8.1 CARGILL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8.2 BOTH PARTIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHER CONFIDENTIAL INFORMATION.

8.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO THE OTHER PARTY’S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY) OR OTHERWISE.

9. MISCELLANEOUS

9.1 This Agreement shall not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

9.2 All notices and reports shall be sent via facsimile, mail, or electronically to the appropriate address of the Party as given below. If either Party wishes to change its address for notification, it shall promptly notify the other Party in writing of such change of address.

If to Cargill: […***…]

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with a copy to:	Cargill Incorporated [...***...]
If to Gevo:	[...***...] Gevo, Inc. 345 Inverness Drive South, Building C, Suite 310 Englewood, CO 80112 Phone: 303-858-8358 [...***...]
with a copy to:	[...***...] Gevo, Inc. 345 Inverness Drive South, Building C, Suite 310 Englewood, CO 80112 Phone: 303-858-8358 [...***...]

9.3 Nothing contained herein shall limit the right of any Party to seek specific performance, injunctive relief or other non-monetary remedies in any court of competent jurisdiction.

9.4 If any provision or covenant, or any part thereof, of this Agreement should be held by any court of competent jurisdiction to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

9.5 This Agreement shall be governed, interpreted, and construed in accordance with the laws of Minnesota without regard to the principles of conflicts of laws.

9.6 In the event Gevo decides to declare bankruptcy and prior to filing for bankruptcy, Gevo shall irrevocably assign its rights and interest in and to any and all Improvements to Cargill. Cargill shall grant to Gevo an exclusive, royalty-free, worldwide, perpetual license with a right to sublicense to the: a) Gevo Improvements for use solely within the Gevo Field[…***…]; b) Joint Improvements for use solely within the Gevo Field[…***…] with reservation for Cargill.

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9.7 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto, and no other representations, guarantees, covenants, or agreements shall be binding or affect any provisions hereof. This Agreement may be modified only in a written amendment signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day, month, and year first above written.

Cargill, Inc.		Gevo, Inc	
By:	/s/ […***…]	By:	/s/ […***…]
Date:	2/19/09	Date:	2/19/09

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Appendix A

Due Diligence Milestones

[…***…]

Appendix B

Cargill Patents and Patent Applications

[…***…]

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Appendix D

Biological Materials and Options Related to Milestone 2

[…***…]

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Appendix E

List of Companies and Geographical Region That Require Cargill Authorization Prior to Executing Sublicensing Agreements

[…***…]

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Appendix F

[…***…]

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Exhibit 10.5

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

EXCLUSIVE LICENSE AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

GEVO INC.

FOR
UCLA CASE NOS.
[…***…]

***   Confidential Treatment Requested**

EXCLUSIVE LICENSE AGREEMENT
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EXCLUSIVE LICENSE AGREEMENT

This Agreement is made and is effective this 6th day of September 2007 (the "Effective Date") between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("The Regents"), a California corporation having its corporate offices located at 1111 Franklin Street, Oakland, California 94607-5200, acting through its offices located at 11000 Kinross Avenue, Suite 200 Los Angeles, CA 90095-7231, and Gevo Inc. ("Licensee"), a Delaware corporation having a principal place of business at 133 N. Altadena Dr. Suite 310, Pasadena, CA, 91107.

RECITALS

WHEREAS, a certain invention (the "Invention"), generally characterized as […***…] (UCLA Case No. […***…]) made in the course of research at the University of California, Los Angeles by […***…] and claimed in Regents' Patent Rights as defined below;

WHEREAS, […***…] are employees or students of The Regents and as such have assigned their right, title and interest in and to the Invention to The Regents;

WHEREAS […***…], executed the assignment attached hereto as Appendix B, assigning all of his rights in the Invention to the Regents;

WHEREAS, Licensee and The Regents entered into a Secrecy Agreement effective 12/18/06 and expiring on 12/8/11 to allow Licensee to evaluate its interest in the Invention and, as a result of its evaluation, Licensee wishes to obtain certain rights from The Regents;

WHEREAS, Licensee is a "small business concern" as defined in 15 U.S.C. §632 and

WHEREAS, The Regents wishes that Regents' Patent Rights be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public.

The parties agree as follows:

1. DEFINITIONS

1.1 "Regents' Patent Rights" means The Regents' interest in any of the patent applications listed in Appendix A attached to this Agreement and assigned to The Regents, as such applications may be amended from time to time; any continuing applications thereof including divisions; but excluding continuations-in-part except to the extent of claims entirely supported in the specification and entitled to the priority date of the parent application; any patents issuing on these applications including reissues and reexaminations; and any corresponding foreign patents or patent applications; all of which will be automatically incorporated in and added to Appendix A and made a part of this Agreement.

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1.2 “Licensed Product” means any article, composition, apparatus, substance, chemical, or any other material covered by Regents’ Patent Rights or whose manufacture, use or sale would constitute an infringement of any claim within Regents’ Patent Rights, or any service, article, composition, apparatus, chemical, substance, or any other material made, used, or sold by or utilizing or practicing a Licensed Method. This definition of Licensed Product also includes a service either used by Licensee, an Affiliate, or sublicensee or provided by Licensee, an Affiliate or sublicensee to its customers when such service requires the use of Licensed Product or performance of Licensed Method. Additionally, for the avoidance of doubt, if such product is a component of a larger unit such as a kit, composition of matter or combination, such kit, composition of matter or combination is deemed to be the Licensed Product for purposes of this definition.

1.3 “Licensed Method” means any process or method which is covered by Regents’ Patent Rights or whose use or practice would constitute an infringement of any claim within Regents’ Patent Rights.

1.4 The “Field of Use” means […***…].

1.5 “Affiliate” means any corporation or other business entity in which Licensee owns or controls, directly or indirectly, at least 50% of the outstanding stock or other voting rights entitled to elect directors. In any country where the local law does not permit foreign equity participation of at least 50%, then “Affiliate” means any company in which Licensee owns or controls, directly or indirectly, the maximum percentage of outstanding stock or voting rights that is permitted by local law.

1.6 “First Commercial Sale” means the first sale of any Licensed Product by Licensee or any Affiliate or Sublicensee, following approval of its marketing by the appropriate governmental agency for the country in which the sale is to be made. When governmental approval is not required, “First Commercial Sale” means the first sale in that country.

1.7 “Final Sale” means any sale, transfer, lease, exchange or other disposition or provision of a Licensed Product and/or a Licensed Method to a Customer. A Final Sale shall be deemed to have occurred upon the earliest to occur of the following (as applicable): (a) the transfer of title to such Licensed Product and/or Licensed Method to a Customer, (b) the shipment of such Licensed Product to a Customer, (c) the provision of a Licensed Method to a Customer, (d) the provision of an invoice for such Licensed Product or Licensed Method to a Customer, or (e) payment by the Customer for Licensed Products or Licensed Methods.

1.8 “Net Sales” means the total of the gross amount invoiced or otherwise charged (whether consisting of cash or any other forms of consideration) for the Final Sale of Licensed Products or Licensed Methods by Licensee, or by any Affiliate, Joint Venture or Sublicensee to Customers, less the following deductions (to the extent included in and not already deducted from the gross amount invoiced or otherwise charged) to the extent reasonable and customary: cash, trade or quantity discounts actually granted to Customers; sales, use, unreimbursed value added taxes, tariff, import/export duties or other excise taxes imposed on particular sales (excepting reimbursable value added taxes and income taxes); transportation charges, including insurance to the extent actually paid by the Customer; and allowances or credits to Customers because of rejections or returns. Where Licensee or any Affiliate, Joint Venture or Sublicensee is the Customer, then Net Sales shall be based on the gross amount normally invoiced or otherwise charged to other Customers in an arms length transaction for such Licensed Products or

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Licensed Methods. For the avoidance of doubt, if Licensee or any Affiliate, Joint Venture or Sublicensee supplies (directly or indirectly) a Product that constitutes a Licensed Product to any Affiliate, Joint Venture or Sublicensee and such Affiliate, Joint Venture or Sublicensee includes such Product in another Product, then Net Sales shall be based on the total gross amount invoiced or otherwise charged for such other Product in its entirety.

1.9 “Sublicensee” means any third party sublicensed by Licensee to make, have made, use, sell, offer for sale or import any Licensed Product or to practice any Licensed Method.

1.10 “Sublicensing Income” means income received by Licensee under or on account of Sublicenses. Sublicensing Income includes income received by way of license issue fees, milestone payments, and the like but specifically excludes royalties on the sale or distribution of Licensed Products or the practice of Licensed Methods. Not included in the definition of Sublicensing Income is income received by Licensee as payment or reimbursement for research costs conducted by or for Licensee, including costs associated with materials, equipment or clinical testing.

1.11 “Customer” means any individual or entity that receives Licensed Products or Licensed Methods, provided however, that Licensee or any Affiliate, Joint Venture or Sublicensee shall be deemed a Customer only if it receives Licensed Products or Licensed Services for its own end-use and not resale.

2. GRANT

2.1 Subject to the limitations set forth in this Agreement, The Regents hereby grants to Licensee an exclusive license (the “License”) under Regents’ Patent Rights, in jurisdictions where Regents’ Patent Rights exist, to make, have made, use, sell, offer for sale and import Licensed Products and to practice Licensed Methods in the Field of Use to the extent permitted by law.

2.2 The License is subject to all the applicable provisions of any license to the United States Government executed by The Regents and is subject to any overriding obligations to the United States Federal Government under 35 U.S.C. §§200-212 and applicable governmental implementing regulations.

2.3 The Regents expressly reserves the right to use Regents’ Patent Rights and associated technology for educational and research purposes, including public disclosure of research results, and allowing other non-profit research institutions to use Regents’ Patent Rights and associated technology for the same purpose.

2.4 The Agreement will terminate immediately if Licensee files a claim including in any way the assertion that any portion of Regents’ Patent Rights (other than any portion that has previously been held invalid or unenforceable in a final decision by a court of competent jurisdiction from which no appeal has or can be taken) is invalid or unenforceable where the filing is by the Licensee, a third party on behalf of the Licensee, or a third party at the written urging of the Licensee.

3. SUBLICENSES

3.1 The Regents also grants to Licensee the right to issue exclusive or nonexclusive sublicenses ("Sublicenses") to third parties to make, have made, use, sell, offer for sale or import Licensed Products and to practice Licensed Methods in any jurisdiction in which Licensee has exclusive rights under this Agreement. To the extent applicable, sublicenses must include all of the rights of and obligations due to The Regents (and, if applicable, the U.S. Government under 35 U.S.C. §§201-212) contained in this Agreement.

3.2 Licensee must pay to The Regents […***…]. For clarification, it is noted that Sublicensing Income as defined in Section 1.10 does not include royalties on the sale or distribution of Licensed Products or the practice of Licensed Methods, and compensation to The Regents for such payments are governed by Section 3.3 but not this Section 3.2

3.3 On Net Sales of Licensed Products sold or disposed of by a Sublicensee, Licensee must pay to The Regents an earned royalty in accordance with Article 5 (Royalties) as if these were Licensee's Net Sales. Any royalties received by Licensee in excess of royalties due to The Regents under this Paragraph 3.3 belong to Licensee.

3.4 Licensee must provide to The Regents a copy of each Sublicense within 30 days of execution, and a copy of all information submitted to Licensee by Sublicensees relevant to the computation of the payments due to The Regents under this Article 3.

3.5 If this Agreement is terminated for any reason, all outstanding Sublicenses, not in default, will be assigned by Licensee to The Regents, at the option of The Regents. The Sublicenses will remain in full force and effect with The Regents as the licensor or sublicensor instead of Licensee, but the duties of The Regents under the assigned Sublicenses will not be greater than the duties of The Regents under this Agreement, and the rights of The Regents under the assigned Sublicenses will not be less than the rights of The Regents under this Agreement, including all financial consideration and other rights of The Regents.

4. FEES

4.1 In partial consideration for the License, Licensee will pay to The Regents a license issue fee of fifteen thousand dollars ($15,000) within 30 days of the Effective Date. This fee is nonrefundable and is not an advance against royalties.

4.2 For each Licensed Product Licensee must make the following payments to The Regents within 30 days of reaching the milestones indicated below:

[…***…]

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[…***…]

4.3 Licensee must pay to The Regents a license maintenance fee of […***…] dollars ($[…***…]) beginning on the one-year anniversary date of the Effective Date of this Agreement and continuing annually on each anniversary date until, but not including, the three-year anniversary date of this Agreement. Beginning on the three-year anniversary date of the Effective Date of this Agreement and continuing annually on each anniversary date of the Effective Date Licensee must pay to The Regents a license maintenance fee of […***…] dollars ($[…***…]). The maintenance fee will not be due and payable on any anniversary date of the Effective Date if on that date Licensee is commercially selling a Licensed Product and paying an earned royalty to The Regents on the sales of that Licensed Product. The license maintenance fees are non-refundable and are not an advance against royalties.

4.4 As additional consideration for the License, Licensee shall, within 30 days of the Effective Date, and subject to The Regents' execution and delivery to Licensee of a Stock Issuance Agreement in substantially the form attached hereto as Appendix C, issue to The Regents ten thousand (10,000) shares of common stock of Gevo Inc.

5. ROYALTIES

5.1 Licensee must pay to The Regents for sales by Licensee or its Affiliates an earned royalty on Net Sales of Licensed Products or Licensed Methods as follows:

[…***…]

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5.2 If Licensee pays a third party royalties in consideration for patent rights which are necessary in order to practice Regents' Patent Rights then Licensee or Sublicensee, as the case may be may deduct […***…]% from the royalty rate due to The Regents […***…].

5.3 Licensee must pay to The Regents a minimum annual royalty of […***…] dollars ($[…***…]) for the life of Regents' Patent Rights, beginning in the year of the First Commercial Sale of Licensed Product. Licensee must pay the minimum annual royalty to The Regents by February 28 of each year. The minimum annual royalty will be credited against the earned royalty due and owing for the calendar year in which the minimum payment was made.

5.4 Paragraphs 1.1, 1.2, 1.3 and 1.4 define Regents' Patent Rights, Licensed Products, Licensed Methods and the Field of Use so that royalties are payable on products covered by pending patent applications and issued patents. Royalties accrue for the duration of this Agreement on Net Sales of Licensed Products or Licensed Methods.

5.5 Licensee must pay royalties owed to The Regents on a quarterly basis. Licensee must pay the royalties within two months of the end of the calendar quarter in which the royalties accrued.

5.6 All monies due The Regents must be paid in United States funds. When Licensed Products are sold for monies other than United States dollars, the royalties will first be determined in the foreign currency of the county in which those Licensed Products were sold and, second, converted into equivalent United States funds. Licensee must use the exchange rate established by the Bank of America in San Francisco, California on the last day of the calendar quarter.

5.7 Any tax for the account of The Regents required to be withheld by Licensee under the laws of any foreign country must be promptly paid by Licensee for and on behalf of The Regents to the appropriate governmental authority. Licensee will use its best efforts to furnish The Regents with proof of payment of any tax. Licensee is responsible for all bank transfer charges. All payments made by Licensee in fulfillment of The Regents' tax liability in any particular country will be credited against fees or royalties due The Regents for that country.

5.8 If at any time legal restrictions prevent the acquisition or prompt remittance of United States Dollars by Licensee with respect to any country where a Licensed Product is sold, the Licensee shall pay royalties due to The Regents from Licensee's other sources of United States Dollars.

5.9 If any patent or any claim included in Regents' Patent Rights is abandoned or fails to issue due to final rejection by the appropriate patent office from which no appeal or reconsideration has or can be taken, or is held invalid or unenforceable in a final decision by a court of competent jurisdiction from which no appeal has or can be taken, all obligation to pay royalties based on that patent or claim or any claim patentably indistinct from it will cease as of the date of that abandonment, final rejection as of when no appeal or reconsideration has or can be taken, or final decision. Licensee will not, however, be relieved from paying any royalties that accrued before that abandonment, final rejection or decision or that is based on another patent or claim not involved in that abandonment, final rejection or decision.

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6. DILIGENCE

6.1 Upon the execution of this Agreement, Licensee must diligently proceed with the development, manufacture and sale ("Commercialization") of Licensed Products and must earnestly and diligently endeavor to market them within a reasonable time after execution of this Agreement and in quantities sufficient to meet the market demands for them.

6.2 Licensee must endeavor to obtain all necessary governmental approvals for the Commercialization of Licensed Products.

6.3 The Regents has the right and option to either terminate this Agreement or reduce Licensee's exclusive license to a nonexclusive license if Licensee fails to perform any of the terms in this Paragraph 6.3. This right, if exercised by The Regents, supersedes the rights granted in Article 2 (Grant).

[…***…]

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[…***…]

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6.4 Licensee may extend any of the diligence milestones listed in 6.3a-6.3t in six (6) month increments, but not more than once per milestone, by making a […***…] Dollar ($[…***…]) payment to The Regents for each milestone extension. In the event of any extension, any later occurring milestones will be similarly extended. For example, if Licensee pays $[…***…] to extend Milestone 6.3a to February 2009; then pays an additional three times $[…***…] to extend each of Milestones 6.3b through 6.3d, Milestone 6.3e will have been automatically extended from August 2015 to August 2017, as a result of the four preceding 6-month extensions. At that point, Milestone 6.3e may be extended one additional 6-month period to February 2018 (for a total of a 2.5 year deferral) by payment of an additional $[…***…].

6.5 Licensee has the sole discretion for making all decisions as to how to commercialize any Licensed Product.

7. PATENT FILING, PROSECUTION AND MAINTENANCE

7.1 As long as Licensee is paying prosecution costs, The Regents will file, prosecute and maintain the patents and applications comprising Regents' Patent Rights. These patents will be held in the name of The Regents and will be obtained with counsel of The Regents' choice (in which choice, however, Licensee's input will be considered). The Regents must provide Licensee with copies of each patent application, office action, response to office action, request for terminal disclaimer, and request for reissue or reexamination of any patent or patent application under Regents' Patent Rights. The Regents will instruct its counsel to provide such documentation to Licensee at the same time that it is provided to The Regents, so as to afford an opportunity for Licensee and its counsel to have input with respect to the patent prosecution process. The Regents will consider any comments or suggestions by Licensee. The Regents is entitled to take action to preserve rights (and, unless Licensee is paying costs and requests otherwise, minimize costs) whether or not Licensee has commented.

7.2 Licensee will bear all costs incurred prior to and during the term of this Agreement in the preparation, filing, prosecution and maintenance of patent applications and patents in Regents' Patent Rights. Prosecution includes interferences, oppositions, and any other inter partes matters originating in a patent office. Licensee must send payment to The Regents within 30 days of Licensee's receipt of an invoice.

7.3 Licensee has the right to request patent prosecution on the Invention in foreign countries if the rights are available. Licensee must notify The Regents of its decision no later than

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three months prior to the Chapter Two Demand and no later than three (3) months prior to the National Phase filing date indicating which territories they wish to select for prosecution. This notice must be in writing and must identify the countries desired. With the notice of election the Licensee must pay in advance The Regents patent counsel's estimated cost of the Chapter Two Demand or the entry into National Phase in the requested territories. The absence of this notice and advance payment either for Chapter Two or for National Phase from Licensee to The Regents will be considered an election not to secure the foreign rights associated with the specific phase of patent prosecution. The Regents will instruct their counsel to send copies of notices regarding deadlines to Licensee, and to provide estimates of the related cost.

7.4 Three (3) months before the Chapter Two Demand and three (3) months before National Phase filing, but not sooner, The Regents will have the right to file patent applications at its own expense in any country which Licensee has not identified in written notice provided by 7.3. These applications and resulting patents will not be part of Regents Patent Rights and therefore not subject to this Agreement.

7.5 Licensee's obligation to underwrite and to pay all United States and (for territories elected by Licensee pursuant to Section 7.3) foreign patent costs will continue for as long as this Agreement remains in effect. Licensee may terminate its obligations with respect to any given patent application or patent, either entirely or as to a particular territory, upon three months written notice to The Regents. The Regents will use its best efforts to curtail patent costs chargeable to Licensee under this Agreement after this notice is received from Licensee. The Regents may continue prosecution or maintenance of these application(s) or patent(s) at its sole discretion and expense, and Licensee will have no further rights or licenses to them.

7.6 The Regents will use its best efforts to not allow any Regents' Patent Rights for which Licensee is licensed and is underwriting the costs of to lapse or become abandoned without Licensee's authorization or reasonable notice, except for the filing of continuations, divisionals, or the like which substitute for the lapsed application.

8. PATENT INFRINGEMENT

8.1 In the event that The Regents (to the extent of the actual knowledge of the licensing professional responsible for the administration of this Agreement) or the Licensee learns of infringement of potential commercial significance of any patent licensed under this Agreement, the knowledgeable party will provide the other (i) with written notice of such infringement and (ii) with any evidence of such infringement available to it (the "Infringement Notice"). During the period in which, and in the jurisdiction where, the Licensee has exclusive rights under this Agreement, neither The Regents nor the Licensee will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any Patent Rights without first obtaining consent of the other, such consent not to be unreasonably withheld. If the Licensee puts such infringer on notice of the existence of any Patent Rights with respect to such infringement without first obtaining the written consent of The Regents and if a declaratory judgment action is filed by such infringer against The Regents, then Licensee's right to initiate a suit against such infringer for infringement under Paragraph 8.2 below will terminate immediately without the obligation of The Regents to provide notice to the Licensee. Both The Regents and the Licensee will use their diligent efforts to cooperate with each other to terminate such infringement without litigation.

8.2 If infringing activity of potential commercial significance by the infringer has not been abated within sixty (60) days following the date the Infringement Notice takes effect, then the Licensee may institute suit for patent infringement against the infringer The Regents may voluntarily join such suit at its own expense, but may not thereafter commence suit against the infringer for the acts of infringement that are the subject of the Licensee's suit or any judgment rendered in the suit. The Licensee may not join The Regents in a suit initiated by Licensee without The Regents' prior written consent. If, in a suit initiated by the Licensee, The Regents is involuntarily joined other than by the Licensee, then the Licensee will pay any out-of-pocket costs incurred by The Regents arising out of such suit, including but not limited to, legal fees of counsel that The Regents selects and retains to represent it in the suit.

8.3 If, within a hundred and twenty (120) days following the date the Infringement Notice takes effect, infringing activity of potential commercial significance by the infringer has not been abated and if the Licensee has not brought suit against the infringer, then The Regents may institute such suit for patent infringement against the infringer. If The Regents institutes such suit, then the Licensee may not join such suit without The Regents' consent and may not thereafter commence suit against the infringer for acts of infringement that are subject to The Regents' suit or any judgment rendered in that suit.

8.4 Any recovery or settlement received in connection with any suit will first be shared by The Regents and the Licensee equally to cover any litigation costs each incurred and next shall be paid to The Regents or the Licensee to cover any litigation costs it incurred in excess of the litigation costs of the other. In any suit initiated by the Licensee, any recovery in excess of litigation costs will be shared between Licensee and The Regents as follows: (a) for any recovery other than amounts paid for willful infringement: (i) The Regents will receive fifteen percent (15%) of the recovery if The Regents was not a party in the litigation and did not incur any litigation costs, (ii) The Regents will receive twenty-five percent (25%) if The Regents was party in the litigation, but did not incur any litigation costs, including provisions of Paragraph 8.2 above, and (iii) The Regents will receive fifty percent (50%) of the recovery if The Regents incurred any litigation costs in connection with the litigation; and (b) for any recovery for willful infringement, The Regents will receive fifty percent (50%) of the recovery. In any suit initiated by The Regents, any recovery in excess of litigation costs will belong to The Regents. The Regents and the Licensee agree to be bound by all determinations of patent infringement, validity and enforceability (but no other issue) resolved by any adjudicated judgment in a suit brought in compliance with this Article 8 (Patent Infringement).

8.5 Any agreement made by the Licensee for purposes of settling litigation or other dispute shall comply with the requirements of Article 3 (Sublicenses) of this Agreement.

8.6 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party who initiated the suit (unless such suit is being jointly prosecuted by the parties).

8.7 Any litigation proceedings will be controlled by the party bringing the suit, except that The Regents may be represented by counsel of its choice in any suit brought by the Licensee.

9. PROGRESS AND ROYALTY REPORTS

9.1 Beginning January 31, 2008, Licensee must submit to The Regents semiannual progress reports covering Licensee's activities related to the development and testing of all Licensed Products. These progress reports must be made for each Licensed Product until its First Commercial Sale.

9.2 The progress reports submitted under Paragraph 9.1 must include the following topics:

9.2a Summary of work completed.
9.2b Key scientific discoveries.
9.2c Summary of work in progress.
9.2d Current schedule of anticipated events or milestones.
9.2e Market plans for introduction of Licensed Products.
9.2f A summary of resources (dollar value) spent in the reporting period.

9.3 Licensee must notify The Regents if Licensee or any of its Sublicensees or Affiliates ceases to be a small entity (as defined by the United States Patent and Trademark Office) under the provisions of 35 U.S.C. §41(h).

9.4 Licensee must report the date of the First Commercial Sale in the royalty report immediately following that Sale.

9.5 After the First Commercial Sale of each Licensed Product, Licensee must make quarterly royalty reports to The Regents by February 28, May 31, August 31 and November 30 of each year (i.e., within two months from the end of each calendar quarter). Each royalty report must cover Licensee's most recently completed calendar quarter and must show:

9.5a Gross sales and Net Sales of any Licensed Product.
9.5b Number of each type of Licensed Product sold.
9.5c Royalties payable to The Regents.

9.6 Licensee must state in its royalty report if it had no sales of any Licensed Product.

10. BOOKS AND RECORDS

10.1 Licensee must keep accurate books and records of all Licensed Products developed, manufactured, used or sold. Licensee must preserve these books and records for at least five years from the date of the royalty payment to which they pertain these books and records will be open to examination by representatives or agents of The Regents during regular office hours to determine their accuracy and assess the Licensee's compliance with the terms of this Agreement. The Licensee will pay fees and expenses of these inspections if an error favoring Licensee of more than 5% of the total annual royalties is discovered, otherwise The Regents will pay the fees and expenses of inspections.

11. LIFE OF THE AGREEMENT

11.1 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement is in force from the Effective Date recited on page one and remains in effect for the life of the last-to-expire patent in Regents' Patent Rights, or until the last patent application licensed under this Agreement is abandoned and no patent in Regents' Patent Rights ever issues.

11.2 Upon termination of this Agreement (except as a result of expiration of the Regents' Patent Rights), Licensee will have no further right to make, have made, use or sell any Licensed Product except as provided in Article 14 (Disposition of Licensed Products on Hand Upon Termination).

11.3 Any expiration or termination of this Agreement will not affect the rights and obligations set forth in the following Articles:

Article 10 Books and Records.
Article 14 Disposition of Licensed Products on Hand upon Termination.
Article 16 Use of Names and Trademarks.
Article 17 Warranties
Article 18 Indemnification.
Article 23 Failure to Perform.
Article 24 Governing Law

12. TERMINATION BY THE REGENTS

12.1 If Licensee violates or fails to perform any material term or covenant of this Agreement, then The Regents may give written notice of the default ("Notice of Default") to Licensee. If Licensee does not repair the default within 60 days after the effective date of the Notice of Default, then The Regents has the right to terminate this Agreement and the License by a second written notice ("Notice of Termination") to Licensee. If The Regents sends a Notice of Termination to Licensee, then this Agreement automatically terminates on the effective date of this notice. Termination does not relieve Licensee of its obligation to pay any royalty or fees owing at the time of termination and does not impair any accrued right of The Regents.

13. TERMINATION BY LICENSEE

13.1 Licensee has the right at any time to terminate this Agreement in whole or with respect to any portion of Regents' Patent Rights by giving written notice to The Regents. This notice of termination will be subject to Article 19 (Notices) and will be effective 90 days after the effective date of the notice.

13.2 Any termination in accordance with Paragraph 13.1 does not relieve Licensee of any obligation or liability accrued prior to termination. Nor does termination rescind anything done by Licensee or any payments made to The Regents prior to the effective date of termination. Termination does not affect in any manner any rights of The Regents arising under this Agreement prior to termination.

14. DISPOSITION OF LICENSED PRODUCTS ON HAND UPON TERMINATION

14.1 Upon termination of this Agreement, Licensee will have the right to dispose of all previously made or partially made Licensed Products, but no more, within a period of six months. But Licensee must submit royalty reports on the sale of these Licensed Products and must pay royalties at the rate and at the time provided in this Agreement.

15. PATENT MARKING

15.1 Licensee must mark all Licensed Products made, used or sold under the terms of this Agreement, or their containers, in accordance with the applicable patent marking laws.

16. USE OF NAMES AND TRADEMARKS

16.1 Except as expressly provided, neither party is permitted to use any name, trade name, trademark or other designation of the other party or its employees (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activity. Unless required by law, Licensee is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California. Notwithstanding the foregoing, Licensee shall be permitted to state publicly, in advertising, publicity, or other promotional activities, including in its business plan, that it has licensed certain intellectual property from the University of California. (for so long as that statement continues to be true).

17. LIMITED WARRANTY

17.1 The Regents warrants that it has the lawful right to grant this license to Licensee.

17.2 This License and the associated Invention are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REGENTS MAKE NO REPRESENTATION OR WARRANTY THAT ANY LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

17.3 IN NO EVENT WILL THE REGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF THE INVENTION OR LICENSED PRODUCTS OR THE USE OR THE PRACTICE OF LICENSED METHODS.

17.4 Nothing in this Agreement will be construed as:

17.4a A warranty or representation by The Regents as to the validity or scope of any Regents' Patent Rights.

17.4b A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of third parties.

17.4c Obligating The Regents to bring or prosecute actions or suits against third parties for patent infringement except as provided in Article 8 (Patent Infringement).

17.4d Conferring by implication, estoppel or otherwise any license or rights under any patents of The Regents other than Regents' Patent Rights as defined herein, regardless of whether such patents are dominant or subordinate to Regents' Patent Rights.

17.4e Obligating The Regents to furnish any know-how not provided in Regents' Patent Rights.

18. INDEMNIFICATION

18.1 Licensee will, and will require its Sublicensees to, indemnify, hold harmless and defend The Regents, its officers, employees, and agents, the sponsors of the research that led to the invention, the inventors of the patents and patent applications in Regents' Patent Rights and their respective employers from and against any and all liability, claims, suits, losses, damages, costs, fees and expenses resulting from or arising out of exercise of this license or any sublicense, except to the extent involving a breach by The Regents of any representation or warranties contained herein, provided that (a) Licensee is notified promptly of any claim for which indemnification may be sought; (b) Licensee has the sole right to control and defend or settle any litigation within the scope of this indemnity, except that Licensee may not admit liability or wrongdoing on the part of an Indemnitee without the Regents' written consent; and (c) all indemnified parties reasonably (taking into account the status of faculty member) cooperate to the extent necessary in the defense of any indemnified claim. Indemnification includes but is not limited to products liability. If The Regents in its sole discretion believes that there exists a conflict of interest or it will not otherwise be adequately represented by the legal counsel chosen by Licensee to defend The Regents in accordance with this Paragraph 18.1, then The Regents will give to Licensee in writing the names of three potential firms of legal counsel to represent The Regents. Licensee will, within ten (10) days, select one of the three potential firms of counsel that The Regents has provided. If Licensee does not make a choice of one of the three firms of counsel by the end of the ten (10) days then The Regents may choose one of these three firms without Licensee's mutual agreement. Licensee will bear the reasonable legal fees of the firm of counsel selected for the Regents in such circumstances of conflict of interest. If The Regents believes that there is no conflict of interest with counsel chosen by Licensee to defend The Regents but that The Regents will not be otherwise adequately represented then The Regents may elect its own counsel at The Regents' expense.

18.2 Licensee, at its sole cost and expense, must insure its activities in connection with the work under this Agreement and obtain, keep in force and maintain Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

[…***…]

18.3 If the above insurance is written on a claims-made form, it shall continue for […***…] following termination or expiration of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

18.4 Licensee will obtain, keep in force and maintain Worker's Compensation Insurance as legally required in the jurisdiction in which Licensee is doing business.

18.5 Licensee expressly understands, however, that the coverages and limits in Paragraph 18.2 do not in any way limit the Licensee's liability. Licensee must furnish The Regents with

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certificates of insurance evidencing compliance with all requirements. Licensee must provide 30-day advance written notice to The Regents of any modification to such insurance. Licensee's insurance must:

18.5a Indicate that The Regents of the University of California is endorsed as an Insured under the coverages listed in Paragraph 18.2.

18.5b Include a provision that the coverages will be primary and will not participate with nor will be excess over any valid and collective insurance or program of self-insurance carried or maintained by The Regents.

18.6 The Regents shall notify Licensee in writing of any claim or suit brought against The Regents in respect of which The Regents intends to invoke the provisions of this Article 18 (Indemnification). Licensee shall keep The Regents informed on a current basis of its defense of any claims under this Article 18 (Indemnification).

19. NOTICES

19.1 Any notice or payment required to be given to either party must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice.

For Licensee:	Gevo Inc. 133 N. Altadena Dr. Suite 310 Pasadena, CA 91107 [...***...]
For The Regents:	The Regents of the University of California University of California, Los Angeles [...***...]

20. ASSIGNABILITY

20.1 This Agreement is binding upon and inures to the benefit of The Regents, its successors and assigns. But it is personal to Licensee and assignable by Licensee only with the written consent of The Regents. The consent of The Regents will not be required if the assignment is in conjunction with the transfer of all or substantially all of the business of Licensee to which this license relates.

21. LATE PAYMENTS

21.1 For each royalty payment or fee not received by The Regents when due, Licensee must pay to The Regents a simple interest charge of […***…]% per annum to be calculated from the date payment was due until it was actually received by The Regents.

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22. WAIVER

22.1 The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.

23. FAILURE TO PERFORM

23.1 If either party takes legal action against the other because of a failure of performance due under this Agreement, then the prevailing party is entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

24. GOVERNING LAW

24.1 THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, but the scope and validity of any patent or patent application will be governed by the applicable laws of the country of the patent or patent application.

25. GOVERNMENT APPROVAL OR REGISTRATION

25.1 If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Licensee will assume all legal obligations to do so. Licensee will notify The Regents if it becomes aware that this Agreement is subject to a United States or foreign government reporting or approval requirement. Licensee will make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process.

26. EXPORT CONTROL LAWS

26.1 Licensee must observe all applicable United States and foreign laws with respect to the transfer of Licensed Products and related technical data to foreign countries, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

27. FORCE MAJEURE

27.1 Except for the Licensee's obligation to make any payments to The Regents hereunder, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control which render their performance impossible or onerous, including, but not limited to; accidents (environment, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terrorism; strike; and war.

27.2 Either party to this Agreement, however, will have the right to terminate this Agreement upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this Agreement due to any of the causes specified in Paragraph 27.1 for a period of one (1) year.

28. CONFIDENTIALITY

28.1 If either party discloses confidential information to the other party, the disclosing party will designate this information as confidential by appropriate legend or instruction, and the receiving party will:

28.1a Use the same degree of care to maintain the secrecy of the confidential information as it uses to maintain the secrecy of its own information of like kind, but in any case, not less than reasonable care.

28.1b Use the confidential information only to accomplish the purposes of this Agreement or for management review or audit.

28.2 Neither party will disclose confidential information received from the other party except to its employees, customers, distributors and other agents who are bound to it by similar obligations of confidence and only as required to accomplish the purposes of this Agreement or for management review or audit.

28.3 Neither party will have any confidentiality obligation with respect to the confidential information belonging to or disclosed by the other party that:

28.3a The receiving party can demonstrate by written records was previously known to it.

28.3b The receiving party lawfully obtained from sources under no obligation of confidentiality.

28.3c Is or becomes publicly available other than through an act or omission of the receiving party or any of its employees.

A party shall also be permitted to disclose any confidential information of the other party that is required to be disclosed under the California Public Records Act, governmental audit requirement or other requirement of law, provided that it first gives notice of such requirement to the other party (further provided, however, that Licensee acknowledges that except in the case of the California Public Records Act there may be limited time between such notice and the required disclosure date), and cooperates in any efforts of the other party to obtain a protective order or otherwise lawfully limit the scope of the disclosure.

28.4 The provisions of this Article 28 will continue in effect for five years after expiration or termination of this Agreement.

28.5 The Regents is free to release to the inventors and senior administrators employed by The Regents the terms and conditions of this Agreement. If such release is made, then The Regents shall give notice of the confidential nature and shall request that the recipient not disclose such terms and conditions to others. If a third party inquires whether a license to Regents' Patent Rights is available; then The Regents may disclose the existence of this Agreement and the extent of the grant in Article 2 (Grant) to such third party, but will not disclose the name of Licensee or any other terms or conditions of this Agreement, except where The Regents is required to release information under the California Public Records Act, a governmental audit requirement, or other applicable law.

29. MISCELLANEOUS

29.1 The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

29.2 This Agreement is not binding upon the parties until it has been signed below on behalf of each party, in which event it becomes effective as of the date recited on page one.

29.3 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.

29.4 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof, except for the Confidential Disclosure Agreements dated 12/14/2006, 12/18/2006 and 12/21/2007, which continue to the extent it they are not inconsistent with this Agreement.

29.5 If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.

Both The Regents and Licensee have executed this Agreement in duplicate originals by their authorized officers on the dates written below:

GEVO, INC.		**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**	
By:	/s/ […***…]	By:	/s/ […***…]
Date:	8/30/2007	Date:	9/6/2007

EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND
GEVO INC. FOR
UCLACASE NOS. […***…]

*** Confidential Treatment Requested**

APPENDIX A

[…***…]

*   **Confidential Treatment Requested**

FIRST AMENDMENT TO EXCLUSIVE LICENSE AGREEMENT

UC Control No. 2008-04-0131

THIS FIRST AMENDMENT (the "**Amendment**") is effective this 15th day of May 2009 (the "**Effective Date**") by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** ("**The Regents**"), a California corporation having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200, acting through the offices of The University of California, Los Angeles located at **11000 Kinross Avenue, Suite #200, Los Angeles, CA 90095-1406** and **GEVO, INC.** ("**Licensee**") a Delaware corporation having a principal place of business at 133 N. Altadena Dr. Suite 310, Pasadena, CA, 91107, and amends the Exclusive License Agreement, **Control No. 2008-04-0131**, dated the 6th of September 2007, between The Regents and Licensee (the "**Agreement**") in accordance with the terms and conditions of this Amendment.

RECITALS

WHEREAS, Licensee desires to add UCLA Case Nos. […***…] and UCLA Case No. […***…];

WHEREAS, Licensee desires to add […***…] to the Field of Use;

WHEREAS, Licensee desires to extend the milestone payment deadline;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, and agreements hereinafter set forth, all parties to this First Amendment mutually agree to amend the Agreement as follows:

1. Amend the **RECITALS** of the Agreement as follows:

   Add: UCLA Case No. […***…]

   Add: UCLA Case No. […***…]

   Add the following clause after the sixth "**WHEREAS**" clause:

   "WHEREAS, UCLA Case No. […***…] was developed with United States Government funds, and The Regents has elected title thereto and will grant a royalty-free nonexclusive license to the United States Government to the extent required under 35 U.S.C. §200-212;"

2. **Delete** Paragraph 1.4 in its entirely and replace it with the following:

   "1.4 The "**Field of Use**" means […***…]"

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3. **Delete** "30 days" in the first sentence of Paragraph 4.2 and replace with "one hundred and twenty (120) days".

4. **Add** the following Paragraph to the end of Article 5 (ROYALTIES):

   "5.10 No royalties will be collected or paid on Licensed Products made using the invention […***…] (UCLA Case No. […***…]) and sold to the United States Federal Government or any agency of the United States Government. Licensee and its Sublicensee will reduce the amount charged for such Licensed Products distributed to the United States Government by the amount of the royalty."

5. **Add** the following subparagraphs to Paragraph 6.3 in Article 6 (DILIGENCE):

   "[…***…]"

6. **Add** the following sentence to the end of Paragraph 6.4 in Article 6 (DILIGENCE):

   "For purposes of clarity, if Licensee fails to accomplish any of the diligence milestones set forth in 6.3u-6.3w, The Regents may not terminate this Agreement in fields of use other than […***…]."

7. **Delete** the last sentence of Paragraph 28.3 in its entirety and replace it with the following:

   "A party shall also be permitted to disclose any confidential information of the other party that is required to be disclosed under the California Public Records Act, governmental audit requirement or other requirement of law, provided that it first gives notice of such requirement to the other party (further provided, however, that Licensee acknowledges that in the case of the California Public Records Act there may be limited time between such notice and the required disclosure date). Regents shall, in its discretion, cooperate with Licensee to obtain a protective order or otherwise lawfully limit the scope of such disclosure in instances where The Regents has determined that Licensee is correct in its assertion of a trade secret or other applicable privilege supporting an exemption from disclosure or limiting the scope of disclosure, and such assertion appears to be consistent with The Regents' implementation or the required disclosure."

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8. **Add** the following Paragraph to Article 29 (MISCELLANEOUS):

"29.6 Because this Agreement grants an exclusive right to a particular use of the Invention, Licensee must manufacture in the United States any products embodying this Invention or produced through the Invention's use to the extent required by 35 U.S.C. §§200-212. For purposes of this Paragraph 29.6, Invention means […***…] (UCLA Case No. […***…])."

9. Delete **APPENDIX A (REGENTS' PATENT RIGHTS)** of the Agreement in its entirety and replace it with the APPENDIX A (REGENTS' PATENT RIGHTS) attached.

In consideration for this First Amendment, Licensee agrees to pay to The Regents […***…] **Dollars ($**[…***…]**)**. If Licensee fails to make such payment within thirty (30) days of the Effective Date, The Regents shall have the right, but not the obligation, to terminate this First Amendment in its entirety by providing written notice to Licensee. All other terms and conditions of the Agreement remain the same.

This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement by their duly authorized representatives for good and valuable consideration.

GEVO, INC.	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By /s/ […***…]	By /s/ […***…]
Date 5/18/09	Date May 20, 2009

* **Confidential Treatment Requested**

<u>APPENDIX A</u>

REGENTS' PATENT RIGHTS

[…***…]

*** Confidential Treatment Requested**

[…***…]

* **Confidential Treatment Requested**

Second Amendment to the License Agreement
Between The Regents of the University of California
and Gevo, Inc.
UC Agreement Control No. 2008-04-0131

This second amendment ("Second Amendment"), dated December 1, 2009 (the "Effective Date"), is made by and between The Regents of the University of California ("The Regents") and Gevo, Inc. ("Licensee").

RECITALS

WHEREAS, The Regents entered into an Exclusive License Agreement with Licensee dated September 6th 2007, relating to various inventions described in UC Cases […***…] (the "Original License Agreement") as amended by that first amendment dated May 15, 2009 (UC Agreement Control No. 2008-04-0131) (such first amendment and the Original License Agreement collectively the "License Agreement");

WHEREAS, Licensee desires to amend and clarify the License Agreement with The Regents;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, and agreements hereinafter set forth, all parties to this Second Amendment mutually agree to amend the License Agreement as follows:

1. Replace the first paragraph of **PARAGRAPH 6.3** in its entirety with the following:

6.3 The Regents has the right and option, at The Regents' sole discretion, to either (i) reduce Licensee's exclusive license to a nonexclusive license with respect to any chemical listed in the Field of Use (e.g. […***…]) for which Licensee fails to perform any of the terms in this Paragraph 6.3 or (ii) terminate Licensee's rights under this Agreement with respect to any chemical in the Field of Use for which Licensee fails to perform any of the terms in this Paragraph 6.3. Any such reduction to a non-exclusive license or termination of Licensee's rights with respect to a given chemical in the Field of Use shall not apply to any other chemical(s) in the Field of Use for which Licensee has performed. This right, if exercised by The Regents, supersedes the rights granted in Article 2 (Grant). By way of example, and without limiting the foregoing, should Licensee fail to achieve a […***…] as required under 6.3e below for the […***…] chemical in the Field of Use but Licensee is continuing to meet the diligence obligations set forth below for the other chemicals in the Field of Use, The Regents will have the right, at The Regents' sole discretion, to either (x) reduce Licensee's exclusive license with respect to the […***…] chemical in the Field of Use (but no other chemicals in the Field of Use) to a non-exclusive license or (y) terminate Licensee's' rights with respect to the […***…] chemical in the Field of Use (but no other chemicals in the Field of Use).

For purposes of clarity, and without limiting the foregoing, if Licensee fails to meet its diligence obligations as set forth in this Paragraph 6.3 for all of […***…], then The Regents has the right and option, at The Regents' sole discretion, to either (i) reduce Licensee's exclusive license to a nonexclusive license with respect to any or all chemicals listed in the Field of Use (e.g. […***…]), (ii) terminate Licensee's rights under this Agreement with respect to any or all chemicals in the Field of Use or (iii) terminate this Agreement in its entirety. This right, if exercised by The Regents, supersedes the rights granted in Article 2 (Grant).

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2. All other terms and conditions of the License Agreement remain the same.

This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the License Agreement by their duly authorized representatives for good and valuable consideration.

GEVO, INC.		**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**	
By	/s/ […***…]	By	/s/ […***…]
Date	February 4, 2010	Date	2-4-2010

* **Confidential Treatment Requested**

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

LICENSE AGREEMENT

THIS AGREEMENT is effective as of the 12th day of July, 2005 (the "Effective Date"), between **CALIFORNIA INSTITUTE OF TECHNOLOGY**, 1200 East California Boulevard, Pasadena, CA 91125 ("Caltech") and Methanotech, Inc. ("Licensee"), a Delaware corporation having a place of business at Pasadena, California.

Whereas, the research group of Professor Frances H. Arnold has been engaged for several years in directed evolution of […***…];

WHEREAS, Licensee is desirous of obtaining, and Caltech wishes to grant to Licensee, an exclusive license to certain Exclusively Licensed Patent Rights and to the Improvement Patent Rights, and a nonexclusive license under the Technology, all relating to the aforementioned research and as further defined below;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **"Affiliate"** means any corporation, limited liability company or other legal entity which directly or indirectly controls, is controlled by, or is under common control with Licensee. For the purpose of this Agreement, "control" shall mean the direct or indirect ownership of greater than 50 percent (>50%) of the outstanding shares on a fully diluted basis or other voting rights of the subject entity to elect directors, or if not meeting the preceding, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists. In addition, a party's status as an Affiliate of License shall terminate if and when such control ceases to exist.

1.2 **"Exclusively Licensed Patent Rights"** means all patent rights under: (a) all patents and patent applications listed in Exhibit A attached hereto; (b) any patents issuing therefrom; and (c) any patents or patent applications claiming a right of priority thereto (including reissues, reexaminations, renewals, extensions, divisionals, continuations, continued prosecution applications, continuations-in-part and foreign counterparts of any of the foregoing).

*** Confidential Treatment Requested**

1.3 **“Technology”** means any technology existing as of the Effective Date, including all proprietary information, know-how, procedures, methods, prototypes, and designs, which is (a) specifically listed in Exhibit B, or (b) disclosed in the patent applications and patents listed in Exhibit A, or (c) retained in the unaided memory of any person who becomes employed by Licensee after prior affiliation with Caltech. Such Technology does not include rights to any patent application or patent owned or controlled by Caltech, other than those listed on Exhibit A. Technology may also include other items of non-patented proprietary information developed within three years from the Effective Date in the laboratory of Prof. Frances Arnold, but only if Caltech and Prof. Arnold consent to the addition of such items, in which case those items shall be set forth in an updated Exhibit B which will be initialed by the parties. This clause shall not be construed to give Licensee a right to review laboratory notebooks or other materials produced in Prof. Arnold’s laboratory after the Effective Date, without her consent, which may be withheld in her discretion.

1.4 **“Caltech Technology”** means the Exclusively Licensed Patent Rights, Improvement Patent Rights, and the Technology.

1.5 **Reserved**.

1.6 **“Effective Date”** has the meaning set forth in the preamble.

1.7 **“Field”** means […***…].

1.8 **“Improvement Patent Rights”** means Caltech’s rights under: (a) all patents and patent applications with claims directed to Improvements which have been elected on in writing by Licensee after timely disclosure by Caltech of such Improvements; (b) any patents issuing therefrom; and (c) any patents or patent applications claiming a right of priority thereto (including reissues, reexaminations, renewals, extensions, divisionals, continuations, continued prosecution applications, continuations-in-part and foreign counterparts of any of the foregoing).

*** Confidential Treatment Requested**

1.9 **“Improvements”** means any future invention conceived and reduced to practice or otherwise developed solely in the laboratory of Prof. Frances Arnold at Caltech, either solely or jointly with Licensee in the Field for a period of three (3) years from the Effective Date, and which are dominated by a Valid Claim under Exclusively Licensed Patent Rights.

1.10 **“Licensed Product”** means any product, device, system, article of manufacture, composition of matter, or process or service in the Field that is covered by, or is made by a process covered by, any Valid Claim or that utilizes Technology in material part.

1.11 **“Subsidiary”** means any corporation, limited liability company or other legal entity of which the direct or indirect ownership of greater than 50 percent (>50%) of the outstanding shares on a fully diluted basis or other voting rights of the subject entity to elect directors or managers, are owned by Licensee (whether existing as of the date hereof or in the future).

1.12 **“Valid Claim”** means:

(a) a claim of an issued patent within the Exclusively Licensed Patent Rights or Improvement Patent Rights that has not:

(i) expired or been canceled,

(ii) been finally adjudicated to be invalid or unenforceable by a decision of a court or other appropriate body of competent jurisdiction (and from which no appeal is or can be taken),

(iii) been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, or

(iv) been abandoned in accordance with or as permitted by the terms of this Agreement or by mutual written agreement; or

(b) a claim included in a pending patent application within the Exclusively Licensed Patent Rights or Improvement Patent Rights, which claim is being actively prosecuted in accordance with this Agreement and which has not been:

(i) canceled,

(ii) withdrawn from consideration,

(iii) finally determined to be unallowable by the applicable governmental authority (and from which no appeal is or can be taken), or

(iv) abandoned in accordance with or as permitted by the terms of this Agreement or by mutual written agreement.

ARTICLE 2
LICENSE GRANT

2.1 **Grant of Rights**. Caltech hereby grants to Licensee and any Subsidiary of Licensee the following licenses:

(a) an exclusive, paid-up license under the Exclusively Licensed Patent Rights and the Improvement Patent Rights to make, have made, import, use, sell, and offer for sale Licensed Products in the Field throughout the world; and

(b) a nonexclusive, paid up license under the Technology to make, have made, import, use, sell, offer for sale, reproduce, distribute, display, perform, create derivative works of, and otherwise exploit Licensed Products in the Field throughout the world.

These licenses are personal to and nontransferable by Licensee, except as provided in Section 14.9. In connection with exercise of its rights under this Agreement, Methanotech shall be permitted to transfer the materials listed in Exhibit B from the laboratory of Professor Frances H. Arnold to Methanotech.

Rights not explicitly granted herein are reserved by Licensor.

2.2 **Reservation of Rights; Government Rights**. These licenses are subject to: (a) the reservation of Caltech's right to make, have made, import, use, sell and offer for sale Licensed Products for noncommercial educational and research purposes, but not for commercial sale or other commercial distribution to third parties; and (b) any existing right of the U.S. Government under Title 35, United States Code, Section 200 et seq. and under 37 Code of Federal Regulations, Section 401 et seq., including but not limited to the grant to the U.S. Government of a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced any invention conceived or first actually reduced to practice in the performance of work for or on behalf of the U.S. Government throughout the world.

Caltech has disclosed to Licensee the possibility that Licensed Products may be required to be substantially manufactured in the United States under 35 U.S.C. Section 204. If requested by Licensee, Caltech will make or cooperate in a request to any Federal agency under whose funding agreement any invention subject to this Agreement was made, for a waiver of that requirement. Licensee shall have an option to convert the licenses established under this Agreement from exclusive to non-exclusive, and shall be entitled to exercise such right selectively on a patent-by-patent basis upon written notice to Caltech. The parties agree that Licensee's failure to substantially manufacture Licensed Products in the United States in accordance with 35 U.S.C. Section 204 is not a breach of this Agreement.

2.3 **Sublicensing**. Licensee has the right hereunder to grant sublicenses to third parties, but sublicensees shall not have the right to grant further sublicenses without the express written consent of Caltech (such consent not to be unreasonably withheld), and the sublicenses may be of no greater scope than the licenses under Sections 2.1.

2.4 **No Other Rights Granted**. The parties agree that neither this Agreement, nor any action of the parties related hereto, may be interpreted as conferring by implication, estoppel or otherwise, any license or rights under any intellectual property rights of Caltech other than as expressly and specifically set forth in this Agreement, regardless of whether such other intellectual property rights are dominant or subordinate to the Exclusively Licensed Patent Rights.

2.5 […***…]

ARTICLE 3
DISCLOSURE AND DELIVERY

3.1 **Exclusively Licensed Patent Rights**. Within one month of the Effective Date, Caltech shall disclose and deliver to Licensee copies of all patent applications and issued patents within the Exclusively Licensed Patent Rights.

*** Confidential Treatment Requested**

ARTICLE 4
PROSECUTION OF PATENT APPLICATIONS AND
PAYMENT OF PATENT COSTS

4.1 **Prosecution by Caltech**. Caltech shall use reasonable efforts, consistent with its normal practices, to: (a) prosecute any and all patent application(s) in connection with the Exclusively Licensed Patent Rights; and (b) file and prosecute Improvement Patent Rights licensed hereunder for which Caltech or Licensee deems it beneficial to obtain additional coverage. Licensee may recommend patent counsel for this purpose. Caltech shall permit Licensee to review all patent applications and claims made therein, and Caltech shall make reasonable efforts to implement modifications thereto as may be requested by Licensee prior to filing. Caltech shall promptly disclose Improvements to Licensee and Licensee shall elect within thirty (30) days whether such Improvements shall be included within the Improvement Patent Rights, at its expense. Caltech will have no obligation to prosecute patent applications that may constitute Improvements that are not elected by Licensee. Upon written election by Licensee, the parties will amend Exhibit A hereto to include inventions within the Exclusively Licensed Patent Rights, in a timely manner.

4.2 **Prosecution by Licensee**. If Caltech declines to file, prosecute or maintain. Exclusively Licensed Patent Rights or Improvement Patent Rights, then Licensee may elect to assume responsibility for such filing, prosecution or maintenance at its expense in Caltech's name. Caltech agrees to fully cooperate with Licensee in filing, prosecuting, and maintaining any such patent applications and patents, and Caltech agrees to execute any documents as shall be necessary for such purpose, and not to impair in any way the patentability of any of the foregoing.

4.3 **Patent Costs**. Except as specified in the next paragraph, Licensee shall reimburse Caltech for all reasonable past and future expenses (including attorneys' fees) incurred by Caltech for the filing, prosecution and maintenance, interference or reexamination proceedings, of Exclusively Licensed Patent Rights and Improvement Patent Rights. All amounts owed by Licensee for the reimbursement of past patent expenses shall be due within twenty-four (24) months of the Effective Date of this Agreement. The amounts of past patent expenses for which Caltech has received invoices through June 20, 2004 are shown on Exhibit C. All other patent expenses owed are due within thirty (30) days following receipt by Licensee from Caltech of an invoice covering such fees.

Licensee may elect not to pay the foregoing patent costs and fees with respect to a particular patent application or patent. In the event that Licensee elects not to pay any of the forgoing costs and fees with respect to a particular application or patent, Caltech, may, at its option, continue such prosecution or maintenance, although any patent or patent application resulting from such prosecution or maintenance will thereafter no longer be subject to the licenses granted in Section 2.1 hereunder.

ARTICLE 5
ROYALTIES

Caltech's compensation for the licenses granted under this Agreement consist exclusively of the equity interests provided under Article 6, and no cash royalty shall apply.

ARTICLE 6
LICENSEE EQUITY INTEREST

6.1 **Common Stock Grant**. Licensee agrees to irrevocably issue to Caltech, in consideration of Licensee's receipt of the licenses granted under this Agreement, that number of shares of common stock, representing […***…] percent ([…***…]%) of the outstanding common and preferred shares on a fully diluted basis, of Licensee pursuant to an agreed upon Stock Issuance and Stockholder's Rights Agreement between Licensee and Caltech. The Stock Issuance and Stockholder's Rights Agreement will contain provisions protecting Caltech against dilution of its equity interest in the event the valuation of the post-money Series A-3 round is less than eight million seven hundred fifty thousand dollars ($8,750,000.00), and it will also contain a provision for the piggy-back registration of common shares with any other class of stock in the first public offering of Licensee in which other Licensee stockholders sell shares. […***…] In the event of any inconsistency between this Agreement and the Stock Issuance and Stockholder's Rights Agreement with respect to such equity interest, the Stock Issuance and Stockholder's Rights Agreement will control.

*** Confidential Treatment Requested**

6.2 **Transfer Restrictions**. Caltech agrees that, if this Section 6.2 is invoked by action of the Board of Directors of Licensee in the event of any underwritten or public offering of securities of Licensee or an Affiliate, Caltech shall, during a period of time specified by Licensee but not to exceed 180 days following the effective date of a registration statement filed under the Securities Act of 1933, not directly or indirectly, sell, offer to sell, contract to sell, grant any option to purchase or otherwise transfer any securities of Licensee held by Caltech, other than securities, if any, that are included in such registration, nor short sell or enter into derivative transactions that are economically equivalent to a sale of such securities. If requested to do so by Licensee, Caltech will execute a letter agreement directly with the managing underwriter of a public offering restating the foregoing commitment. Other than the foregoing, and the generally applicable right of first refusal set forth in Section 5 of Licensee's bylaws, Caltech shall not be restricted from transferring its equity interest to any entity in any manner not prohibited by law.

ARTICLE 7
DUE DILIGENCE

7.1 **Commercialization**. Licensee agrees to use its best efforts to commercially introduce its first Licensed Product in the Field as soon as practicable. Licensee shall be deemed to have satisfied its obligations under this Section 7.1 if Licensee has an ongoing and active research, development or marketing program, directed primarily toward commercial production and use of its first Licensed Product. Any efforts of Licensee's Affiliates or sublicensees shall be considered efforts of Licensee for the sole purpose of determining Licensee's compliance with its obligation under this Section 7.1.

7.2 **Reporting**. On each yearly anniversary of the Effective Date, Licensee shall issue to Caltech a detailed written report on its progress in introducing commercial Licensed Product(s); such obligation shall terminate following the report that discloses introduction of Licensee's first commercial Licensed Product. Such reports shall be considered confidential information of Licensee subject to Article 11.

7.3 **Failure to Commercialize**. If Licensee is not fulfilling its obligations under Section 7.1 with respect to the Field in any country, and Caltech so notifies Licensee in writing, Caltech and Licensee shall negotiate in good faith any additional efforts to be taken by Licensee. If the parties do not reach agreement within thirty (30) days of Caltech's written notice, the parties shall submit the issue to arbitration as provided in Article 12.

ARTICLE 8
LITIGATION

8.1 **Enforcement**. Both Caltech and Licensee agree to promptly notify the other in writing should either party become aware of possible infringement by a third party of the Exclusively Licensed Patent Rights or Improvement Patent Rights. If Licensee has supplied Caltech with evidence of infringement of Exclusively Licensed Patent Rights or Improvement Patent Rights, Licensee may by notice request Caltech to take steps to enforce the Exclusively Licensed Patent Rights or Improvement Patent Rights. If Caltech does not, within sixty (60) days of the receipt of such notice, initiate an action against the alleged infringer in the Field, Licensee may upon notice to Caltech initiate such an action at Licensee's expense, either in Licensee's name or in Caltech's name if so required by law. Licensee shall be entitled to control any such action initiated by it.

8.2 **Other Defensive Litigation**. If a declaratory judgment action alleging invalidity, unenforceability or noninfringement of any of the Exclusively Licensed Patent Rights or Improvement Patent Rights is brought against Licensee and/or Caltech, Licensee may elect to control the defense of such action, and if Licensee so elects it shall bear all the costs of the action. If mutually agreed between the parties, Licensee may also undertake the defense of any interference, opposition or similar procedure with respect to the Exclusively Licensed Patent Rights or Improvement Patent Rights, providing that Licensee bears all the costs thereof.

8.3 **Cooperation**. In the event either party takes control of a legal action or defense pursuant to Sections 8.1 or 8.2, (thus becoming the Controlling Party) the other party shall fully cooperate with and supply all assistance reasonably requested by the Controlling Party, including by: (a) using commercially reasonable efforts to have its employees consult and testify when requested; (b) making available relevant records, papers, information, samples, specimens, and the like; and (c) joining any such action in which it is an indispensable party. The Controlling Party shall bear the reasonable expenses (including salary and travel costs) incurred by the other party in providing such assistance and cooperation. Each party shall keep the other party reasonably informed of the progress of the action or defense, and the other party shall be entitled to participate in such action or defense at its own expense and using counsel of its choice. As a condition of controlling any action or defense involving the Exclusively Licensed Patent Rights pursuant to Sections 8.1 or 8.2, Licensee shall use its best efforts to preserve the validity and enforceability thereof.

8.4 **Settlement**. If Licensee controls any action or defense under Section 8.1 or 8.2, then Licensee shall have the right to settle any claims thereunder, but only upon terms and conditions that are reasonably acceptable to Caltech. Should Licensee elect to abandon such an action or defense other than pursuant to a settlement with the alleged infringer that is reasonably acceptable to Caltech, Licensee shall give timely advance notice to Caltech who, if it so desires, may continue the action or defense.

8.5 **Recoveries**. Any amounts paid to Licensee or Caltech by third parties as the result of an action or defense pursuant to Sections 8.1 or 8.2 (including in satisfaction of a judgment or pursuant to a settlement) shall first be applied to reimbursement of the unreimbursed expenses (including attorneys' fees and expert fees) incurred by each party. Any remainder shall be payable to Licensee.

8.6 **Reserved**.

8.7 **Marking**. Licensee agrees to mark the Licensed Products with the numbers of applicable issued patents within the Exclusively Licensed Patent Rights, unless such marking is commercially infeasible in accordance with normal commercial practices in the Field, in which case the parties shall cooperate to devise a commercially reasonable alternative to such marking.

8.8 **Expiration or Abandonment**. In a case where one or more patents or particular claims thereof within the Licensed Patent Rights expire, or are abandoned, or are declared invalid or unenforceable by a court of last resort or by a lower court from whose decree no appeal is taken, or certiorari is not granted within the period allowed therefore, then the effect thereof hereunder shall be:

(a) that such patents or particular claims shall, as of the date of expiration or abandonment or final decision as the case may be, cease to be included within the Licensed Patent Rights for the purpose of this Agreement; and

(b) that such construction so placed upon the Licensed Patent Rights by the court shall be followed from and after the date of entry of the decision.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1 **Representations and Warranties of Caltech**. Caltech hereby represents and warrants to Licensee that as of the Effective Date:

(a) Caltech is the sole and exclusive owner of all right, title and interest in and to the Exclusively Licensed Patent Rights;

(b) there are no outstanding licenses, options or agreements of any kind relating to the Exclusively Licensed Patent Rights, other than pursuant to this Agreement herein; and

(c) Caltech has the power to grant the rights, licenses and privileges granted herein and can perform as set forth in this Agreement without violating the terms of any agreement that Caltech has with any third party.

9.2 **Exclusions**. The parties agree that nothing in this Agreement shall be construed as, and CALTECH HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY, COVENANT, OR OTHER OBLIGATION:

(a) THAT ANY PRACTICE BY OR ON BEHALF OF LICENSEE OF ANY INTELLECTUAL PROPERTY LICENSED HEREUNDER IS OR WILL BE FREE FROM INFRINGEMENT OF RIGHTS OF THIRD PARTIES;

(b) AS TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO ANY TECHNOLOGY PROVIDED BY CALTECH TO LICENSEE HEREUNDER.

9.3 **Indemnification by Caltech**. Caltech shall indemnify, defend and hold harmless Licensee from and against any and all losses, damages, costs and expenses (including attorneys' fees) arising out of a material breach by Caltech of its representations and warranties ("Indemnification Claims"), except to the extent involving or relating to a material breach by Licensee of its representations and warranties, provided that: (a) Caltech is notified promptly of any Indemnification Claims; (b) Caltech has the sole right to control and defend or settle any litigation within the scope of this indemnity; and (c) all indemnified parties cooperate to the extent necessary in the defense of any Indemnification Claims.

9.4 **Indemnification by Licensee**. Licensee shall indemnify, defend and hold harmless Caltech, its trustees, officers, agents and employees from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of third party claims brought against Caltech relating to the manufacture, sale, licensing, distribution or use of Licensed Products by or on behalf of Licensee or its Affiliates, except to the extent involving or relating to a material breach by Caltech of its representations and warranties; provided that: (a) Licensee is notified promptly of any Indemnification Claims; (b) Licensee has the sole right to control and defend or settle any litigation within the scope of this indemnity; and (c) all indemnified parties cooperate to the extent necessary in the defense of any Indemnification Claims.

9.5 **Certain Damages**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

ARTICLE 10
TERM AND TERMINATION

10.1 **Term**. This Agreement and the rights and licenses hereunder shall take effect on the Effective Date and continue until the expiration, revocation, invalidation, or unenforceability of the Exclusively Licensed Patent Rights and Improvement Patent Rights licensed to Licensee hereunder, unless earlier terminated pursuant to the terms of this Agreement.

10.2 **Termination for Monetary Breach**. Caltech shall have the right to terminate this Agreement and the rights and licenses hereunder if Licensee fails to make any payment due such as patent expenses hereunder and Licensee continues to fail to make the payment, (either to Caltech directly or by placing any disputed amount into an interest-bearing escrow account to be released when the dispute is resolved) for a period of thirty (30) days after receiving written notice from Caltech specifying Licensee's failure. Upon any such termination, (a) Licensee shall have six (6) months to complete the manufacture of any Licensed Products that are then works in progress for sale and to sell its inventory of Licensed Products, and (b) any sublicenses shall survive termination in accordance with Section 2.3.

10.3 **Non-Monetary Termination for Breach**. If Section 7.3 of this Agreement is materially breached by either party, the non-breaching party may elect to give the breaching party written notice describing the alleged breach. If the breaching party has not cured such breach within thirty (30) days after receipt of such notice, the notifying party will be entitled, in addition to any other rights it may have under this Agreement, to terminate this Agreement and the rights and licenses hereunder.

10.4 **Reserved**.

10.5 **Accrued Liabilities**. Termination of this Agreement for any reason shall not release any party hereto from any liability which, at the time of such termination, has already accrued to the other party or which is attributable to a period prior to such termination, nor preclude either party from pursuing any rights and remedies it may have hereunder or at law or in equity which accrued or are based upon any event occurring prior to such termination.

10.6 **Survival**. The following shall survive any expiration or termination (in whole or in pat) of this Agreement: (a) any provision plainly indicating that it should survive; and (b) Sections or Articles 6.2, 9.2, 9.3, 9.4, 9.5, 10.4, 11, 12, 13.1 & 14.

ARTICLE 11
CONFIDENTIALITY

11.1 **Nondisclosure and Nonuse**. Confidential Information is defined as the

Technology, the specification of any unpublished patent application, except to the extent (if at all) the foregoing is inherently disclosed in the normal course of use of a Licensed Product, and the terms of this Agreement or any reports due thereunder. During the term of this Agreement, Caltech agrees not to disclose any confidential information of Licensee to any third party without the prior written consent of Licensee, or to use any such confidential information for any purpose other than as contemplated by this Agreement. Notwithstanding anything to the contrary, confidential information of Licensee shall not include any information which: (a) is independently developed, without access to that party's confidential information, by Caltech; (b) is acquired by Caltech from a third party who has the right to disclose such information; or (c) is or becomes part of the public domain (e.g., by publication of a patent or by any other means) except via an unauthorized act or omission by Caltech.

11.2 **Permitted Disclosures**. Notwithstanding the foregoing, Caltech may disclose: (a) confidential information as required by applicable laws or pursuant to governmental proceedings, provided that Caltech gives advance written notice to Licensee and reasonably cooperates therewith in limiting the disclosure to only those third parties having a need to know; and (b) the fact that Licensee has been granted a license under the Exclusively Licensed Patent Rights and Improvement Patent Rights.

ARTICLE 12
DISPUTE RESOLUTION

12.1 No issue of the validity of any of the Licensed Patents, enforceability of any of the Licensed Patents, infringement of any of the Licensed Patents, the scope of any of the claims of the Licensed Patents and/or any dispute that includes any such issue, shall be subject to arbitration under this Agreement unless otherwise agreed by the Parties in writing.

12.2 Except for those issues and/or disputes described in Section 12.2, any dispute between the Parties concerning the interpretation, construction or application of any terms, covenants or conditions of this Agreement shall be resolved by arbitration.

12.3 Arbitration shall be in accordance with the CPR Institute For Dispute Resolution (CPR) Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes or Rules for Non-Administered Arbitration, as appropriate, in effect on the Effective Date by a sole Arbitrator who shall be appointed in accordance with the applicable CPR rules. Any other choice of law clause to the contrary in this Agreement notwithstanding, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Section 1-16.

12.4 Any award made (i) shall be a bare award limited to a holding for or against a party and affording such remedy as is within the scope of the Agreement; (ii) shall be accompanied by a brief statement (not to exceed ten (10) pages) of the reasoning on which the award rests; (iii) shall be made within four (4) months of the appointment of the Arbitrator; (iv) may be entered in any court of competent jurisdiction; and (v) any award pertaining to a patent which is subsequently determined to be invalid or unenforceable or otherwise precluded from being enforced, in a judgment rendered by a court of competent jurisdiction from which no appeal can or has been taken, may be modified as it relates to such patent by any court of competent jurisdiction upon application by any party to the arbitration, however, under no circumstances shall Caltech be required to refund any monies paid, or forego any amounts accrued, under the terms of this Agreement.

12.5 The requirement for arbitration shall not be deemed a waiver of any right of termination under this Agreement and the Arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination.

12.6 Each party shall bear its own expenses incurred in connection with any attempt to resolve disputes hereunder, but the compensation and expenses of the Arbitrator shall be borne equally.

12.7 The Arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages, and each party irrevocably waives any claim thereto.

ARTICLE 13
PRODUCT LIABILITY

13.1 **Indemnification**. Licensee agrees that Caltech (including its trustees, officers, faculty and employees) shall have no liability to Licensee, its Affiliates, their customers or any third party, for any claims, demands, losses, costs, or other damages which may result from personal injury, death, or property damage related to the Licensed Products ("Product Liability Claims"). Licensee agrees to defend, indemnify, and hold harmless Caltech, its trustees, officers, faculty and employees from any such Product Liability Claims, provided that: (a) Licensee is notified promptly of any Product Liability Claims; (b) Licensee has the sole right to control and defend or settle any litigation within the scope of this indemnity; and (c) all indemnified parties cooperate to the extent necessary in the defense of any Claims.

13.2 **Insurance**. Prior to such time as Licensee begins to manufacture, sell, license, distribute or use Licensed Products, Licensee shall at its sole expense, procure and maintain policies of comprehensive general liability insurance in amounts not less than […***…], and naming those indemnified under Section 13.1 as additional insureds. Such comprehensive general liability insurance shall provide: (a) product liability coverage; and (b) broad form contractual liability coverage for Licensee’s indemnification of Caltech under Section 13.1. In the event the aforesaid product liability coverage does not provide for occurrence liability, Licensee shall maintain such comprehensive general liability insurance for a reasonable period […***…]. Licensee shall provide Caltech with written evidence of such insurance upon request of Caltech.

13.3 **Loss of Coverage**. Licensee shall provide Caltech with notice at least fifteen (15) days prior to any cancellation, non-renewal or material change in such insurance, to the extent Licensee receives advance notice of such matters from its insurer. If Licensee does not obtain replacement insurance providing comparable coverage within sixty (60) days following the date of such cancellation, non-renewal or material change, Caltech shall have the right to terminate this Agreement effective at the end of such sixty (60) day period without any additional waiting period; provided that if Licensee provides credible written evidence that is has used reasonable efforts, but is unable, to obtain the required insurance, Caltech shall not have the right to terminate this Agreement, and Caltech instead shall cooperate with Licensee to either (at Caltech’s discretion) grant a limited waiver of Licensee’s obligations under this Article or assist Licensee in identifying a carrier to provide such insurance or in developing a program for self- insurance or other alternative measures.

ARTICLE 14
MISCELLANEOUS

*** Confidential Treatment Requested**

14.1 **Notices**. All notice, requests, demands and other communications hereunder shall be in English and shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents with confirmation of receipt; or (c) sent to the parties at their respective addresses indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier services with confirmation of receipt. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to CALTECH, to:
California Institute of Technology
1200 East California Boulevard
Mail Code 210-85
Pasadena, CA 91125
[…***…]

Or to such other person or address as Caltech shall furnish to Licensee in writing.

(b) If to LICENSEE, to:
Methanotech, Inc.
[…***…]

If personally delivered, such communication shall be deemed delivered upon actual receipt by the “attention” addressee or a person authorized to accept for such addressee; if transmitted by facsimile pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission, provided that sender has a transmission confirmation sheet indicating successful receipt at the receiving facsimile machine; if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt by the “attention” addressee or a person authorized to accept for such addressee; and if sent by mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 14.1.

*** Confidential Treatment Requested**

14.2 **Entire Agreement**. This Agreement sets forth the complete agreement of the parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered as any part hereof. No amendment or change in any of the terms hereof subsequent to the execution hereof shall have any force or effect unless agreed to in writing by duly authorized representatives of the parties.

14.3 **Waiver**. No waiver of any provision, of this Agreement shall be effective unless in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.

14.4 **Severability**. Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then: (a) such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance therewith the legislation or law; but (b) if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.

14.5 **Construction**. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Unless expressly noted, the term “include” (including all variations thereof) shall be construed as merely exemplary rather than as a term of limitation.

14.6 **Counterparts/Facsimiles**. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original. Facsimile signatures shall be deemed original.

14.7 **Governing Law**. This Agreement, the legal relations between the parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict of law or choice of law rules that may direct the application of the laws of another jurisdiction.

14.8 **No Endorsement**. Licensee agrees that it shall not make any form of representation or statement which would constitute an express or implied endorsement by Caltech of any Licensed Product, and that it shall not authorize others to do so, without first having obtained written approval from Caltech, except as may be required by governmental law, rule or regulation.

14.9 **Transferability**.

(a) This Agreement shall be binding upon and inure to the benefit of any successor or assignee of Caltech.

(b) Licensee may assign this Agreement without the consent of Caltech as part of a sale, regardless of whether such a sale occurs through an asset sale, stock sale, merger or other combination, or any other transfer of: (i) substantially all of Licensee's business; or (ii) that part of Licensee's business that exercises all rights granted under this Agreement; provided, however, that (x) Licensee gives Caltech written notice of the assignment, 30 days' prior to the assignment if practicable and otherwise as promptly as reasonably practicable, including the assignee's contact information, (y) the assignee agrees in writing to be bound by this Agreement, and (z) Caltech has received an assignment fee equal to […***…]. If requested by Licensee, Caltech will enter into good faith negotiations regarding Caltech's potential waiver of the $[…***…] transfer fee in exchange for […***…], such waiver to be in Caltech's discretion and to take the form of a written amendment to this Agreement providing also for the agreed cash royalty. If Caltech has once received $[…***…] for its equity holdings or as a payment under this Section 14.9, the fee provided under this paragraph shall not apply to any subsequent assignment.

(c) Licensee may assign the Agreement to any Subsidiary, without paying the

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fee or complying with the other requirements provided for in clause (b) immediately above, provided that it gives reasonably prompt written notice to Caltech before or after the assignment, including the assignee's contact information, and the Subsidiary agrees in writing to become bound by this Agreement as if it were the original Licensee.

(d) Any attempt by Licensee to assign this Agreement, without the consent of Caltech, except as expressly permitted under Section 14.9(b) or 14.9(c) is prohibited, null and void.

(e) Upon a permitted assignment of this Agreement pursuant to this Section, Licensee will be released of liability under this Agreement and the term "Licensee" in this Agreement will mean the assignee. Any permitted transferee of Licensee shall succeed to all of the rights and obligations of Licensee under this Agreement.

14.10 **Export Regulations**. This Agreement is subject in all respects to the laws and regulations of the United States of America, including the Export Administration Act of 1979, as amended, and any regulations thereunder. Licensee or its sublicensees will not in any form export, re-export, resell, ship, divert, or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, any product or technical data or software of the other party, or the direct product of such technical data or software, to any country for which the United States Government or any agency thereof requires an export license or other governmental approval without first obtaining such license or approval

14.11 **Force Majeure**. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming party, and such party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a party be required to settle any labor dispute or disturbance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

	CALIFORNIA INSTITUTE OF TECHNOLOGY (Caltech)
Date: July 12, 2005	By: /s/ [...***...]
Date: July 12, 2005	**Methanotech, Inc.**
	By: /s/ […***…]

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Exhibit A

Exclusively Licensed Patent Rights

[…***…]

*** Confidential Treatment Requested**

Exhibit B

Technology

[…***…]

*** Confidential Treatment Requested**

Exhibit C

Accrued Patent Expenses

Estimated to be less than $[…***…] for all patents in Exhibit A.

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AMENDMENT #1

TO

EXCLUSIVE LICENSE AGREEMENT

This Amendment #1 (this “Amendment”), is entered into this 6th day of June, 2007 (“Amendment Date”), by and between California Institute of Technology, an educational institution located at 1200 E. California Boulevard, Pasadena, California 91125 (“Caltech”), and Gevo, Inc. (“Licensee”), a Delaware Corporation having a place of business at Pasadena, California.

WHEREAS, Caltech and Licensee entered into that certain Exclusive License Agreement (as amended herein, the “Agreement”) dated as of July 12, 2005 (“Agreement Date”) pursuant to which Licensee obtained an exclusive license under certain Licensed Patent Rights and Technology (as defined in the Agreement);

WHEREAS, Caltech and the Licensee desire to make certain amendments to the Agreement as set forth herein.

NOW THEREFORE, for an in consideration of the covenants, conditions, and undertakings hereinafter set forth, it is agreed by and between the Parties as follows:

1. General

This Amendment shall be effective as of the Amendment date.

2. Definitions

2.1 Article I, paragraph 1.7, Field, add “and including […***…]”.

2.2 Article I, paragraph 1.8, Improvement Patent Rights shall be redefined as follows:

“Improvement Patent Rights” means Caltech’s rights under: (a) all patent and patent applications to Improvements which have been elected in writing by Licensee after timely disclosure by Caltech of such Improvements; (b) any patents issuing from the applications described in Section 1.8(a); and (c) any patents or patent applications claiming a right of priority thereto (including reissues, reexaminations, renewals).

2.3 Article I, paragraph 1.7, Improvements shall be redefined as follows:

“Improvements” means any future invention in the Field conceived and reduced to practice or otherwise developed solely in the laboratory of Prof. Arnold at Caltech, for a period of four (4) years from the Effective Date.

3. Consideration

3.1 In consideration for extending the term for Improvements an additional one (1) year and for other valuable considerations, Gevo grants to Caltech twelve thousand (12,000) shares of Gevo common stock, to be issued within ninety (90) days of the Amendment Date.

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3.2 Gevo shall make a gift payable to Caltech of one hundred thousand U.S. dollars ($100,000.00) payable upon execution of this Amendment. Payment to Caltech should be sent to Corporate Relations, […***…], 1200 E. California Blvd., […***…], Pasadena, CA 91125 ("for use by the Arnold lab in the field of bio fuels").

4. Agreement Otherwise in Effect. Except as set forth in this Amendment, all other provisions of the original Agreement remain unchanged. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITHNESS WHEREOF, the Parties have caused this Amendment #1 to be duly executed and delivered in duplicate originals as of the Amendment Date.

CALIFORNIA INSTITUTE OF TECHNOLOGY ("CALTECH")	**GEVO, INC. (LICENSEE)**
By: /s/ [...***...]	By: /s/ [...***...]

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AMENDMENT #2

TO

EXCLUSIVE LICENSE AGREEMENT

This Amendment #2 (this "Amendment"), is entered into this 9th day of January 2009 ("Amendment Date"), by and between California Institute of Technology, an educational institution located at 1200 E. California Boulevard, Pasadena, California 91125 ("Caltech"), and Gevo, Inc. ("Licensee"), a Delaware Corporation having a place of business at Englewood, Colorado.

WHEREAS, Caltech and Licensee entered into that certain Exclusive License Agreement (as amended herein, the "Agreement") dated as of July 12, 2005 ("Agreement Date") pursuant to which Licensee obtained an exclusive license under certain Licensed Patent Rights and Technology (as defined in the Agreement):

WHEREAS, Caltech and the Licensee desire to make certain amendments to the Agreement as set forth herein.

NOW THEREFORE, for an in consideration of the covenants, conditions, and undertakings hereinafter set forth. it is agreed by and between the Parties as follows:

1. General

This Amendment shall be effective as of the Amendment date.

2. Definitions

2.1 Article I, paragraph 1.7, Field, shall be redefined as follows:

"**Field**" means […***…].

3. Agreement Otherwise in Effect. Except as set forth in this Amendment, all other provisions of the original Agreement remain unchanged. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4.Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF. the Parties have caused this Amendment #1 to be duly executed and delivered in duplicate originals as of the Amendment Date.

CALIFORNIA INSTITUTE OF TECHNOLOGY ("CALTECH")	**GEVO, INC. (LICENSEE)**
By: /s/ […***…]	By: /s/ […***…]

*** Confidential Treatment Requested**

AMENDMENT #3

TO

EXCLUSIVE LICENSE AGREEMENT

This Amendment #3 (this "Amendment"), is entered into this 27th day of May 2009 ("Amendment Date"), by and between California Institute of Technology, an educational institution located at 1200 E. California Boulevard, Pasadena, California 91125 ("Caltech"), and Gevo. Inc. ("Licensee"), a Delaware Corporation having a place of business at Englewood, Colorado.

WHEREAS, Caltech and Licensee entered into that certain Exclusive License Agreement (as previously amended June 6, 2007 and January 9, 2009 and as amended herein, the "Agreement") dated as of July 12, 2005 ("Agreement Date") pursuant to which Licensee obtained an exclusive license under certain Licensed Patent Rights and Technology (as defined in the Agreement);

WHEREAS, Caltech and the Licensee desire to make certain amendments to the Agreement as set forth herein.

NOW THEREFORE, for an in consideration of the covenants, conditions, and undertakings hereinafter set forth, it is agreed by and between the Parties as follows:

1. General

This Amendment shall be effective as of the Amendment date.

2. Definitions

2.1 Article I, paragraph 1.7, Field, shall be redefined as follows:

"**Field**" means […***…].

2.2 Article I, paragraph 1.7, Improvements shall be redefined as follows:

"**Improvements**" means any future invention in the Field conceived and reduced to practice or otherwise developed solely in the laboratory of Prof. Frances Arnold at Caltech, for a period of six (6) years from the Agreement Date.

3. Consideration

Gevo shall make a gift payable to Caltech in the amount of twenty thousand dollars ($20,000.00), payable upon execution of this Amendment, to support research in the area of biofuels in Frances Arnold's laboratory, including support of students and staff, supplies, and related research expenses. Specifically, the gift will support […***…].

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4. Agreement Otherwise In Effect. Except as set forth in this Amendment, all other provisions of the original Agreement remain unchanged. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment #3 to be duly executed and delivered in duplicate originals as of the Amendment Date.

CALIFORNIA INSTITUTE OF TECHNOLOGY ("CALTECH")	**GEVO, INC.** **(LICENSEE)**
By: /s/ […***…]	By: /s/ […***…]

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[…***…]

August 27, 2007

California Institute of Technology

1200 East California Boulevard

Mail Code 210-85

Pasadena, CA 91125

[…***…]

Dear […***…],

Gevo has decided to no longer pursue prosecution of the patent applications listed in attached document. According to Section 4.3. of the License Agreement with Caltech dated July 12, 2005, Gevo elects to no longer pay the foregoing patent costs and fees with respect to these patent applications and acknowledges that these patent applications are no longer subject to the licenses granted in Section 2.1.

Notwithstanding, the remainder of the license, including improvement rights to inventions in the field in Prof. Arnold's laboratory remains in full effect.

With Best Regards,

/s/ […***…]

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[…***…]

***   Confidential Treatment Requested**

Exhibit 10.7

***** Text Omitted and Filed Separately**
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Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

SUBLEASE

THIS SUBLEASE (this "**Sublease**") between LUZENAC AMERICA, INC., a Delaware corporation ("**Sublandlord**") and GEVO, INC., a Delaware corporation ("**Subtenant**"), is dated as of November 28, 2007 (the "**Effective Date**").

RECITALS

A. On April 29, 2003, Sublandlord and SVN-345 INVERNESS, LLC, C. MENTOR INVERNESS, LLC, GBSKI INVERNESS, LLC and V. ROSICH INVERNESS, LLC, each a Delaware limited liability company (successor in interest to Today Denver Technology Park, L.P.) (collectively, the "**Landlord**"), executed a Lease as amended by that certain (i) First Amendment dated September 1, 2003, (ii) Lease Addendum dated effective April 1, 2004 and (iii) Certificate of Acceptance dated October 28, 2003 (collectively, the "**Prime Lease**"), under which Landlord leased to Sublandlord Suite 310 (the "**Prime Premises**") in the building commonly known as 345 Inverness Drive South, Building C, at 345 Inverness Drive South, Building C, Englewood, Colorado 80112, consisting of approximately 29,865 square feet (the "**Prime Lease Space**"), for a term ending on August 31, 2013 unless sooner terminated (the "**Termination Date**").

B. A copy of the Prime Lease is attached to this Sublease as Exhibit A and incorporated into this Sublease.

C. Subtenant desires to sublease from Sublandlord and Sublandlord desires to sublease to Subtenant all of the Prime Lease Space (the "**Premises**"), all upon the terms and subject to the conditions and provisions of this Sublease.

AGREEMENTS

In consideration of the foregoing and of the mutual covenants and promises contained in this Sublease and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Sublandlord and Subtenant agree as follows:

1. Sublease. Subject to Section 5, Sublandlord subleases to Subtenant, and Subtenant subleases from Sublandlord, the Premises upon the terms and conditions set forth in this Sublease.

2. Use. Subtenant may use the Premises for only those purposes permitted under applicable law and the Prime Lease.

3. Term. Subject to Section 5, the term of this Sublease (the "**Term**") will commence on December 1, 2007 (the "**Commencement Date**") and, unless sooner terminated pursuant to the provisions of the Prime Lease or this Sublease, will expire on July 31, 2013.

4. Possession. At any time after Sublandlord notifies Subtenant that it has received Landlord's Consent (defined in Section 5 below), Subtenant may take possession of the Premises to install its furniture, fixtures and equipment therein, and to perform any other work necessary to prepare the Premises for Subtenant's intended use thereof ("**Subtenant Work**"). Subtenant's

Work must be in accordance with plans and specifications approved by Landlord and Sublandlord and the requirements of the Prime Lease and this Sublease. Sublandlord will not unreasonably withhold or delay its approval. If Subtenant takes possession of the Premises before the Commencement Date, Subtenant will be bound by all terms and provisions of this Sublease and the Prime Lease, except those requiring the payment of Rent. Subtenant shall notify Sublandlord of Subtenant's intent to possess the Premises prior to the Commencement Date no less than 3 business days prior to Subtenant's intended date of possession (the "**Possession Date**").

5. Consent of Landlord. This Sublease and the obligations of the parties under this Sublease are conditioned upon Sublandlord obtaining and delivering to Subtenant on or before the Commencement Date, Landlord's consent to the Sublease, which shall include a specific consent to the uses Subtenant intends to make of the Premises ("**Landlord's Consent**"). Sublandlord's inability to obtain Landlord's Consent shall not constitute a default by Sublandlord under this Sublease. Subtenant will promptly deliver to Sublandlord any information reasonably requested by Landlord (in connection with Landlord's approval of this Sublease) with respect to the nature and operation of Subtenant's business or the financial condition of Subtenant. If Sublandlord does not obtain Landlord's Consent on or before the Commencement Date, then this Sublease shall automatically terminate without action by either party and neither party shall have any liability to the other under this Sublease, and any security deposit, letter of credit or other deposit made by Subtenant to Sublandlord shall be immediately returned to Subtenant.

6. Square Footage. Notwithstanding the number of square feet contained within the Premises as set forth in Recital A above: (i) for the period from the Commencement Date to and including November 30, 2008, Base Rent shall be calculated on the basis of only 20,000 square feet of the Premises, and (ii) beginning on December 1, 2008 and continuing thereafter during the Term, Base Rent shall be calculated on the basis of 29,865, in each case as set forth in Section 7.A below. Despite the square footage used in connection with the calculation of Base Rent, this Sublease covers the entire Premises and Subtenant shall be entitled to occupy, possess and use all of the Premises for the entire Term.

7. Rent. Subtenant will pay to Sublandlord at […***…], or at another place that Sublandlord designates in a written notice to Subtenant, the following amounts at the following times, without set-off or deduction, all of which (together with all other amounts that Subtenant owes to Sublandlord) is "Rent" under this Sublease:

A. Base Rent. During the Term, Subtenant will pay rent ("**Base Rent**") to Sublandlord monthly in advance, no later than the day that is 2 days before the first day of each calendar month. The Base Rent will be as follows:

Period	Per Square Foot	Annual Amount	Monthly Amount
Commencement Date through July 31, 2008			
August 1, 2008 through November 30, 2008		[…***…]	
December 1, 2008 through July 31, 2009			
August 1, 2009 through July 31, 2010			
August 1, 2010 through July 31, 2011			
August 1, 2011 through July 31, 2012			
August 1, 2012 through July 31, 2013			

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B. <u>Additional Rent and Operating Expenses</u>.

(i) If required by the Prime Lease, Subtenant will obtain directly from the service provider all required electrical, gas, fuel, sewer, telephone, trash removal, janitorial, and other utilities and services not provided by Landlord under the Prime Lease and, beginning on the Commencement Date, will pay the cost of those services directly to the service providers.

(ii) Subject to the terms of this Sublease, Subtenant will pay to Sublandlord all other amounts payable by Sublandlord under the Prime Lease that are attributable to the Premises or attributable to the actions or inactions of Subtenant, its agents, employees, customers, or invitees. By way of example and not by way of limitation, such amounts include any charges authorized under the Primes Lease by Landlord for furnishing air conditioning or heating to the Premises at times in addition to those certain times specified in the Prime Lease, costs incurred by Landlord in repairing damage to the Building caused by Subtenant, increased insurance premiums due as a result of Subtenant's use of the Premises, and amounts expended or incurred by Landlord on account of any default by Subtenant which gives rise to a default under the Prime Lease.

(iii) Subtenant shall pay all Operating Expenses (as defined in the Prime Lease) attributable to the Premises and required to be paid by Sublandlord pursuant to the Prime Lease. Estimated Operating Expenses for 2007 are […***…]. Sublandlord has provided Landlord's estimated expenses for 2008 to Subtenant for its review prior to the Effective Date, and upon receipt from Landlord shall promptly provide to Subtenant a copy of the Landlord's 2006 Operating Expense Annual Reconciliation and the Landlord's estimated Operating Expenses for 2007 and copies of all other statements, accountings or other communications received from Landlord with respect to Operating Expenses.

(iv) Each amount due under this Section 7.B., and each other amount payable by Subtenant under this Sublease, unless a date for payment is provided for elsewhere in this Sublease, is due and payable the later of the twentieth (20th) day after the date on which Landlord or Sublandlord notifies Subtenant of the amount due or the fifth day of the calendar month following the month in which such notice was delivered. Subtenant will pay Landlord on the due dates for services requested by Subtenant that are billed by Landlord directly to Subtenant rather than Sublandlord.

8. <u>Late Charges</u>. Unpaid Rent will bear interest from the date which is two (2) days after the date when due until paid at an annual rate of the lesser of 5% and the maximum rate permissible by law.

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9. <u>Condition of Premises; Subtenant's Work; Surrender</u>.

(a) Sublandlord has made no promise to alter, remodel or improve the Premises and, except as specifically set forth below, no representation respecting the condition of the Premises to Subtenant; provided, however, that Sublandlord shall, at its expense, cause the work described in the letter dated November 2, 2007, from Clean Harbors Environmental Services, Inc., a copy of which is attached as <u>Exhibit D</u> hereto and incorporated herein by this reference, to be performed within the laboratory areas in the Premises, and following the completion of that work, shall cause the entire Premises, including without limitation the floors within the laboratory areas, to be professionally cleaned, prior to the Possession Date. Subtenant has examined the Premises, is fully familiar with its physical condition, and except as set forth below, accepts the Premises in its then present condition "**AS IS**" and "**WHERE IS**" as of the date of this Sublease with no express or implied warranties. The preceding sentence notwithstanding, Sublandlord shall deliver the Premises to the Subtenant on the Possession Date or Commencement Date (whichever occurs first) with all building operating systems, including but not limited to HVAC, plumbing, electrical and lighting (the "Systems"), in good operational order, and Sublandlord hereby represents and warrants that all of such Systems shall be in good operational order on such applicable date.

(b) All of Subtenant's Work will be done in a good and workmanlike manner in accordance with all applicable laws and the Prime Lease and, to the extent required by the Prime Lease, only upon the prior written consent of Landlord and Sublandlord, which Sublandlord's consent shall not be unreasonably withheld, conditioned or delayed. Subtenant will pay all costs and expenses attributable to Subtenant's Work. Sublandlord will not charge Subtenant a supervisory fee or a fee for overhead associated with Subtenant's Work, but Subtenant must reimburse Landlord for all of Landlord's reasonable out of pocket charges associated with architectural review and consultants necessary to evaluate Subtenant's Work, if such reimbursement is required under the Prime Lease.

(c) During the Term, Subtenant shall have the use of all of the furniture, furniture systems and other items of personal property located in the Premises and listed on <u>Exhibit C</u> hereto (the "**Personalty**") at no charge. On the Termination Date, Subtenant shall have the option to purchase the Personalty in its "**AS IS**" and "**WHERE IS**" condition, without warranty for $100.00.

(d) Upon the expiration of the Term, or upon any earlier termination of the Term or of Subtenant's right to possession, Subtenant will remove all trade fixtures and personal property (not including the Personalty unless and to the extent Subtenant has elected to exercise its option to purchase the Personalty as set forth in the preceding subparagraph) and surrender the Premises broom-clean and in at least as good condition as at the date Subtenant took possession, ordinary wear and tear and casualty loss excepted. Subtenant will remove all alterations, additions, and improvements that Subtenant installs or constructs that are required by Landlord to be removed at the end of the term of the Prime Lease pursuant to the terms thereof. Subtenant will repair all damage caused by its removal of its trade fixtures, personal property, alterations, additions, and improvements, to the extent required by the Prime Lease. The terms of this Section 9(d) will survive the expiration or earlier termination of this Sublease.

(e) Subject to the terms and conditions of the Prime Lease, Subtenant shall have the right to make alterations to the Premises that (i) are exclusively cosmetic, (ii) are not visible from the exterior of the Premises and (iii) do not impact or affect the structure, roof or structural systems of the building (the "**Future Alterations**"), without Sublandlord's consent and without payment to the Sublandlord. Any other alterations shall require Sublandlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. <u>The Prime Lease</u>.

(a) This Sublease and all rights of Subtenant under this Sublease and with respect to the Premises are subject to the terms, conditions, and provisions of the Prime Lease, except for the provisions of the Prime Lease except as they conflict directly with this Sublease or are deemed not applicable to this Sublease pursuant to this Section 10(a). Subtenant assumes and agrees to perform faithfully and be bound by, with respect to the Premises, all of Sublandlord's obligations, covenants, agreements, and liabilities under the Prime Lease and all terms, conditions, provisions, and restrictions contained in the Prime Lease, except to the extent set forth in the preceding sentence, and except:

(i) for the payment of Base Rent (each as defined or used in the Prime Lease);

(ii) that, except as set forth in Section 9(a) above, neither Sublandlord nor Subtenant needs to construct or install tenant improvements;

(iii) that none of the provisions in the Prime Lease allowing or purporting to allow any rights or options of lease expansion, reduction, cancellation, or extension, or any rent concessions or construction allowances, apply to this Sublease; and

(iv) Subtenant has a period of time equal to the period of time that the tenant under the Prime Lease has to respond to or otherwise cure any notices given by Landlord under the Prime Lease, less two (2) days.

(b) Without limitation of the foregoing:

(i) Except with respect to the Future Alterations described in Section 9(e) above, Subtenant will not make any changes, alterations, or additions in or to the Premises, except as permitted under the Prime Lease and subject to Sublandlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) If Subtenant desires to take any action, and the Prime Lease requires Sublandlord to obtain the consent of Landlord before undertaking that type of action, Subtenant will not undertake the action without the prior written consent of Sublandlord. Sublandlord may condition its consent on the consent of Landlord and may require that Subtenant contact Landlord directly for its consent and that Subtenant take all other steps needed to assure that Sublandlord will have no additional obligations to Landlord under the Prime Lease as a result of such action. Within twenty (20) days of notice from Sublandlord, Subtenant will reimburse Sublandlord for all reasonable out-of-pocket costs, expenses, and attorneys' fees that Sublandlord incurs in attempting to obtain a consent, other than the Landlord's Consent, from Landlord.

(iii) Sublandlord has, with respect to Subtenant, all rights, privileges, options, reservations, and remedies granted or allowed to, or held by, Landlord under the Prime Lease, except to the extent they are inconsistent with, or modified by the provisions of this Sublease, including without limitation, all rights given to Landlord and its agents and representatives by the Prime Lease to enter the Prime Lease Space, upon reasonable notice and accompanied by a representative of Subtenant, as provided therein.

(iv) Subtenant will maintain insurance of the kinds and in the amounts required to be maintained by Sublandlord under the Prime Lease. All policies of liability insurance maintained by Subtenant shall name as additional insureds Landlord, SVN Management, Inc., a California corporation, and Sublandlord and their respective officers, directors, members, managers, or partners, as the case may be, and the respective agents and employees of each of them. In addition, Subtenant will furnish Landlord and Sublandlord with evidence of the insurance coverage in amounts that Landlord or Sublandlord may reasonably require.

(v) Neither Subtenant nor Sublandlord will do anything or suffer or permit anything to be done that could result in a default under the Prime Lease or permit Landlord to cancel the Prime Lease. Sublandlord agrees to hereinafter duly perform all of the terms, covenants and conditions on Sublandlord's part to be performed as tenant under the Prime Lease except for those of same which have been undertaken by Subtenant pursuant to the terms of this Sublease, including without limitation Sublandlord's obligation to pay Base Rent (as defined in the Prime Lease) as tenant under the Prime Lease. Sublandlord agrees that it shall not voluntarily surrender, assign (which assignment may only be made subject to this Sublease) or enter into any amendment of the Prime Lease, during the Term hereof, without obtaining the prior written consent of Subtenant.

(c) Sublandlord represents and warrants to Subtenant that:

(i) the Prime Lease is in full force and effect as of the date hereof, and has not been modified or amended as of that date and the copy attached hereto as Exhibit A is a complete copy of the Prime Lease and First Amendment to Lease;

(ii) Sublandlord is not now in default under any provision of the Prime Lease;

(iii) as of the Effective Date, no notice has been received of a default by Sublandlord under the terms of the Prime Lease; and

(iv) to the best of Sublandlord's actual knowledge, Landlord is not, as of the date hereof, in default in the performance or observance of its obligations under the Prime Lease.

(d) Despite anything contained in this Sublease or in the Prime Lease to the contrary, Sublandlord and Subtenant agree that:

(i) Rent will not abate by reason of any damage to or destruction of the Premises unless, and then only to the extent that, rent and other payments actually abate under the Prime Lease with respect to the Premises.

(ii) Subtenant is not entitled to any portion of the proceeds of any award for a condemnation or other taking, or a conveyance in lieu of a condemnation or taking, of all or any portion of the Building, the Prime Lease Space, or the Premises, but Subtenant may pursue a separate action against the applicable governmental authority for an award with respect to the taking of any of Subtenant's trade fixtures or other removable property or to Subtenant's costs and expenses of relocation as a result of the condemnation or other taking.

(iii) except as expressly set forth in this Sublease, Subtenant is not entitled to exercise or have Sublandlord exercise any option under the Prime Lease, including, without limitation, any option to terminate or extend the term of the Prime Lease or lease additional space.

(iv) If the terms of the Prime Lease conflict with the terms of this Sublease, the terms of this Sublease control as between Sublandlord and Subtenant.

(e) Sublandlord does not assume the obligations or liabilities of Landlord under the Prime Lease and is not making the representations or warranties, if any, made by Landlord in the Prime Lease. With respect to work, services, repairs, and restoration or the performance of other obligations required of Landlord under the Prime Lease, Sublandlord' sole obligation is to request the same, upon written request from Subtenant, and to use reasonable efforts to obtain the same from Landlord. All reasonable out-of-pocket costs and expenses, including, without limitation, attorneys' fees, incurred by Sublandlord in attempting to enforce Landlord's obligations and liabilities under the Prime Lease as aforesaid shall be reimbursed by Subtenant within twenty (20) days of notice from Sublandlord, and shall be deemed Rent due and payable under this Sublease. Sublandlord shall not be liable in damages for or on account of any failure by Landlord to perform the obligations and duties imposed on it under the Prime Lease.

(f) Nothing contained in this Sublease shall be construed to create privity of estate or contract between Subtenant and Landlord.

11. Subtenant Signage. Pursuant to the terms and conditions of the Prime Lease, Subtenant may seek Landlord's consent to place signage on the Premises, and once Landlord's consent has been obtained, no further consent from Sublandlord shall be required. Subject to the terms and conditions of the Prime Lease, all of Subtenant's signage shall be maintained by Subtenant at its cost in accordance with all laws and legal requirements. Subtenant will pay all costs relating to its signage, including, without limitation, costs to install and maintain its signage on the expiration or earlier termination of this Sublease. At the end of the Term, Subtenant shall remove all signs and repair all damage to the Premises caused by the signs or the removal of the signs.

12. Parking Spaces. Subtenant shall have the right to use all of the parking spaces that Landlord provides to Sublandlord pursuant to Section 3.8 of the Prime Lease.

13. Default by Subtenant.

(a) Upon the happening of any of the following, Subtenant will be in default under this Sublease and Sublandlord may exercise, without limitation of any other rights and remedies available to it under this Sublease or at law or in equity, any and all rights and remedies of Landlord set forth in the Prime Lease in the event of a default by Sublandlord under the Prime Lease:

(i) Subtenant fails more than once during any twelve-month period during the Term to pay within five (5) days of the date when due any Rent payable by Subtenant under the terms of this Sublease;

(ii) Subtenant fails to perform or observe any other covenant or agreement set forth in this Sublease for 10 days after notice from Sublandlord, unless compliance is not possible within 10 days and Subtenant began to comply within 10 days and diligently pursues it to completion; or

(iii) any other event occurs that involves Subtenant or the Premises and that would constitute a default under the Prime Lease if it involved Sublandlord or the Prime Lease Space;

(b) If Subtenant fails or refuses to timely make any payment or perform any covenant or agreement, Sublandlord may make such payment or undertake to perform such covenant or agreement (but shall not have any obligation to Subtenant to do so). In such event, amounts so paid and amounts expended in undertaking such performance, together with all costs, expenses and reasonable attorneys' fees incurred by Sublandlord in connection therewith, shall be Rent.

14. Non-Waiver. Failure of Sublandlord to declare any default or delay in taking any action in connection with a default shall not waive the default. No receipt of moneys by Sublandlord from Subtenant after the termination in any way of the Term or of Subtenant's right of possession or after the giving of any notice shall reinstate, continue, or extend the Term or affect any notice given to Subtenant or any suit commenced or judgment entered before receipt of such moneys.

15. Cumulative Rights and Remedies. All rights and remedies of Sublandlord under this Sublease are cumulative and none shall exclude any other rights or remedies allowed by law.

16. Waiver of Claims; Indemnity.

(a) Subtenant releases and waives all claims against Sublandlord and its respective officers, directors, partners, agents, members, managers, and employees and its successors and assigns for injury or damage to person, property, or business sustained in or about the Premises by Subtenant other than by reason of Sublandlord's gross negligence or willful misconduct and except in any case which would render this release and waiver void under law.

(b) Subtenant agrees to indemnify and defend Sublandlord and its respective officers, directors, partners, agents, members, managers, and employees and its successors and assigns, from and against any and all losses, claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees and litigation expenses, to the extent arising from Subtenant's occupancy of the Premises, Subtenant's construction of any leasehold improvements in the Premises or from any breach or default on the part of Subtenant in the performance of any agreement or covenant of Subtenant to be performed under this Sublease or pursuant to the terms of this Sublease, or from any act or omission of Subtenant or its agents, officers, employees, guests, servants, invitees, or customers in or about the Premises or the Building, except to the extent such losses, claims, demands, costs and expenses are caused by Sublandlord's gross negligence or willful misconduct. At Sublandlord's request, Subtenant will defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Sublandlord.

(c) Sublandlord agrees to indemnify and defend Subtenant and its officers, directors, partners, agents, members, managers, and employees and its successors and assigns, from and against any and all losses, claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees and litigation expenses, to the extent arising from any breach or default on the part of Sublandlord in the performance of any agreement or covenant of Sublandlord to be performed or performed under this Sublease or pursuant to the terms of this Sublease, or from any act or omission of Sublandlord or its agents, officers, employees, guests, servants, invitees, or customers in or about the Premises or the Building, except to the extent such losses, claims, demands, costs and expenses are caused by Subtenant's gross negligence or willful misconduct. At Subtenant's request, Sublandlord will defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Subtenant.

(d) Subtenant agrees to indemnify and defend Sublandlord and each of its officers, directors, partners, agents, members, managers, and employees and its successors and assigns, from and against any and all losses, claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees and litigation expenses, to the extent arising from the introduction of any Hazardous Material by Subtenant or its agents, officers, employees, guests, servants, invitees, or customers in or about the Premises or the Building, except to the extent such losses, claims, demands, costs and expenses are caused by Sublandlord's gross negligence or willful misconduct. At Sublandlord's request, Subtenant will defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Sublandlord.

(e) Sublandlord agrees to indemnify and defend Subtenant and each of its officers, directors, partners, agents, members, managers, and employees and its successors and assigns, from and against any and all losses, claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees and litigation expenses, to the extent arising from the introduction of any Hazardous Material by Sublandlord or its agents, officers, employees, guests, servants, invitees, or customers in or about the Premises or the Building, except to the extent such losses, claims, demands, costs and expenses are caused by Subtenant's gross negligence or willful misconduct. At Subtenant's request, Sublandlord will defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Subtenant.

(f) For the purposes of this Section 16, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

17. Waiver of Subrogation. Notwithstanding anything in this Sublease to the contrary, Sublandlord and Subtenant each waive all rights of recovery, claims, actions or causes of action against the other and the officers, directors, partners, agents and employees of each of them, and Subtenant waives any and all rights of recovery, claims, actions or causes of action against Landlord and its agents, officers, directors, partners, members, managers and employees and their respective successors and assigns, for any loss or damage that may occur to the Premises, or any improvements to the Premises, or any personal property of any person in the Premises, by reason of fire, the elements, or any other cause insured against under valid and collectible fire and extended coverage insurance policies, regardless of cause or origin, including negligence, except in any case which would render this waiver void under law, to the extent that such loss or damage is actually recovered under said insurance policies.

18. Brokerage Commission. Each party represents and warrants to the other and to Landlord that, other than Grubb & Ellis and The Staubach Company (whose commissions will be payable by the Sublandlord pursuant to separate listing and commission agreements, respectively), it has had no dealings with any real estate broker or agent in connection with this Sublease, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Sublease. This Section 18 is not intended to create any third party beneficiary rights except in favor of Landlord. Each party agrees to protect, defend, indemnify and hold the other and Landlord and its officers, directors, partners, members, managers, agents and employees and their respective successors and assigns harmless from and against any and all claims inconsistent with the foregoing representations and warranties for any brokerage, finders or similar fee or commission in connection with this Sublease, if such claims are based on or relate to any act of the indemnifying party which is contrary to the foregoing representations and warranties.

19. **Successors and Assigns**. This Sublease shall be binding upon and inure to the benefit of the successors and assigns of Sublandlord, and shall be binding upon and inure to the benefit of the successors of Subtenant and, to the extent any such assignment may be approved, Subtenant's assigns. In addition, Subtenant acknowledges and agrees that Sublandlord has the absolute and unqualified right to assign this Sublease subject only to the terms and conditions of the Prime Lease.

20. **Assignment and Subletting**. Subject to the prior written consent of Landlord and Sublandlord, which Sublandlord consent shall not be unreasonably withheld, conditioned or delayed, Subtenant may assign this Sublease or sublet or otherwise transfer its interest in all or any part of the Premises.

21. **Entire Agreement**. This Sublease contains all the terms, covenants, conditions, and agreements between Sublandlord and Subtenant relating in any manner to the rental, use, and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants, and conditions of this Sublease cannot be altered, changed, modified, or added to except by a written instrument signed by Sublandlord and Subtenant and consented to by Landlord in writing.

22. **Notices.**

(a) If any notice from the Landlord or otherwise relating to the Prime Lease is delivered to the Premises or is otherwise received by either Sublandlord (to the extent such notice is applicable to Subtenant or the Premises) or Subtenant, the party receiving the same shall, as soon thereafter as possible but in any event within 24 hours, deliver such notice to the other party if such notice is written or advise the other party thereof by telephone if such notice is oral.

(b) Notices and demands required, desired, or permitted to be given by either party to the other with respect hereto or the Premises shall be in writing and shall not be effective for any purpose unless the same shall be served either by personal delivery with a receipt requested, by nationally recognized overnight air courier service or by United States certified or registered mail, return receipt requested, postage prepaid; provided, however, that all notices of default shall be served either by personal delivery with a receipt requested or by nationally recognized overnight air courier service, addressed as follows:

if to Sublandlord:	[…***…]
with a copy to:	[…***…]
if to Subtenant:	<u>Until January 31, 2008</u>: Gevo, Inc. 133 North Altadena Drive Suite 310 Pasadena, CA 91107 […***…] <u>After February 1, 2008:</u> Gevo, Inc. 345 Inverness Drive South Building C, Suite 310 Englewood, CO 80112 […***…]
with a copy to:	[…***…]

Notices and demands shall be deemed to have been given 2 days after mailing, if mailed, or, if made by personal delivery or by overnight air courier service, then upon such delivery. Either party may change its address for receipt of notices by giving notice to the other party.

23. **<u>Security Deposit</u>**. Upon execution of this Sublease, Subtenant shall deposit with Sublandlord $[…***…] in cash and a letter of credit from Silicon Valley Bank in the amount of $[…***…] (the "**Letter of Credit**") as security for the full and faithful performance of every provision of this Sublease to be performed by Subtenant. The Letter of Credit shall be reduced annually throughout the Term according to the following schedule:

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Date	Reduction	Remaining Amount Following Reduction
	[…***…]	
July 31, 2009	$39,681.50	$158,726.00
July 31, 2010	$39,681.50	$119,044.50
July 31, 2011	$39,681.50	$79,363.00
July 31, 2012	$39,681.50	$39,681.50
July 31, 2013	$39,681.50	-0-

If Subtenant defaults with respect to any provision of this Sublease and such default continues beyond any applicable grace or cure period, including but not limited to the provisions relating to the payment of rent, Sublandlord may use, apply or retain all or any part of said security deposit for the payment of any Rent and any other sum in default, or for the payment of any out-of-pocket sum which Subland lord may spend or become obligated to spend by reason of Subtenant's default or to compensate Sublandlord for any other actual loss or direct damage which Sublandlord may suffer by reason of Subtenant's default. If any portion of said security deposit is so used or applied during the Term, Subtenant shall, within 5 days after written demand therefor, deposit cash with Sublandlord in an amount sufficient to restore the security deposit to its Prime amount and Subtenant's failure to do so shall be a material breach of this Sublease. Except to the extent required by law, Sublandlord shall not be required to keep said security deposit separate from its general funds and Subtenant shall not be entitled to interest on any security deposit. If Subtenant shall fully and faithfully perform every provision of this Sublease to be performed by it, said security deposit or any balance thereof shall be returned to Subtenant within 30 days after the expiration of the Term and Subtenant's vacation of the Premises. Nothing herein shall be construed to limit the amount of damages recoverable by Sublandlord or any other remedy to the security deposit.

24. Examination. Sublandlord's submission of this instrument to Subtenant to examine or sign is not a reservation of or option for the Premises and does not bind Sublandlord. Subtenant's execution and delivery of this Sublease constitutes an offer by Subtenant to sublease the Premises on the terms and conditions contained in this Sublease that Subtenant cannot revoke for 10 days after delivery, but no lease, sublease, or obligation on Sublandlord will arise until both Sublandlord and Subtenant have signed and delivered this instrument, and Sublandlord has obtained Landlord's Consent.

25. SNDA's. Prior to the Commencement Date, Sublandlord shall request that Landlord obtain from the holder of any existing mortgage, deed of trust or ground lease covering the Building and furnish to Subtenant a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Subtenant.

26. Reasonability. It shall not be deemed unreasonable for Sublandlord to withhold its consent if Landlord's consent is required and has not been received.

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IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the Effective Date.

SUBTENANT:	**SUBLANDLORD:**
Gevo, Inc.	**Luzenac America, Inc.**
By: /s/ […***…]	By: /s/ […***…]

November 30, 2007

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EXHIBIT A

PRIME LEASE

[see attached]

COMMERCIAL LEASE
(TRIPLE NET WITH LANDLORD SERVICES LEASE)

BETWEEN

Today Denver Technology Park, L.P.
a Texas limited partnership,

as Lessor,

and

Luzenac America, Inc.,
a Delaware corporation

as Lessee

Dated: April 29, 2003

Property Address: 345 Inverness Drive South
Building C
Englewood, Colorado 80112

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COMMERCIAL LEASE
(TRIPLE NET WITH LESSOR SERVICES LEASE)

ARTICLE 1 BASIC LEASE TERMS

1.1 Parties. This lease agreement ("Lease") is entered into by and between the following Lessor and Lessee:

Today Denver Technology Park, L.P., a Texas limited partnership ("Lessor"), and Luzenac America, Inc., a Delaware corporation ("Lessee").

1.2 Leased Premises. In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets and demises to the Lessee the following described premises, which premises are more or less depicted on Exhibit A attached hereto and incorporated herein by this reference ("Leased Premises"):

27,000 rentable square feet (Approximate sq. ft. in Leased Premises). The actual square footage will not be known until completion of the Lessee Improvement Final Plans by Burkett Design. The number of rentable square feet specified in said plans (which shall be measured from roofline to roof line and to the center of any interior demising walls, with no area factor included) prepared by Burkett Design shall be binding on Lessor and Lessee. Upon completion of the Lessee Improvement Final Plans by Burkett Design, Lessor and Lessee shall execute an amendment to this Lease, which amendment shall specify the actual square footage of the Lease and the amount of Base Rent due monthly based on said square footage.

176,632 rentable square feet (Approximate sq. ft. in Building)

345 Inverness Drive South, Building C (Name of building or project)

345 Inverness Drive South, Building C, Suite 310, (Street address/suite number)

Englewood, Colorado 80112 (City, State, and Zip Code), located on the land shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

Lessee acknowledges that the square footage of the Leased Premises is as set forth above.

1.3 Term. Subject to and upon the conditions set forth herein, the term (the "Term") of this Lease commences on August 1, 2003 (the "Commencement Date"), and terminates One Hundred Twenty (120) months thereafter (the "Termination Date"). Notwithstanding the foregoing to the contrary, Lessee shall have access to the Leased Premises three (3) weeks prior to the Commencement Date for Lessee's installation of furniture, fixture and equipment ("FF&E"), but not for the operation of Lessee's business. Lessee shall not interfere with the contractor performing the Lessee Improvements, as such term is hereinafter defined, during said early installation of the FF&E. Lessee agrees that Lessor will not be liable to Lessee if Lessor does not deliver possession of the Leased Premises to Lessee on the Commencement Date, and Lessor's non-delivery of the Leased Premises to Lessee on the Commencement Date will not change the terms of this Lease or the obligations of Lessee hereunder. If delivery of the Leased Premises is delayed for any reason other than Lessee Delay (as hereinafter defined), Lessor and Lessee agree that the Commencement Date will be delayed until possession of the Leased Premises is delivered to Lessee, in which event the Term will be automatically extended for a period of time equal to the delay in delivery of possession of the Leased Premises to Lessee. The Commencement Date shall not be delayed due to Lessee Delay (hereinafter defined). Notwithstanding the foregoing, or any provision of Article 6 of this Lease, if the Commencement Date is delayed more than 60 days past the Threshold Date, as such term is hereinafter defined, not as a result of Lessee Delay or Force Majeure (provided the Force Majeure delay shall be limited to ninety (90) days), then the period of abated Base Rent described in this Lease will be extended on a day-for-day basis by the number of days that exceed 60 days of delay. Furthermore, if there is a delay in the Commencement Date of more than 120 days past the Threshold Date, that is not caused by Lessee Delay or Force Majeure (provided the Force Majeure delay shall be limited to ninety (90) days) then Lessee will have the right to terminate this Lease by written notice to Lessor, in which event all funds previously delivered by Lessee to Lessor will be returned to Lessee and the parties will be relieved of all further obligations under this Lease. If the Commencement Date is delayed, Lessor and Lessee shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and Termination Date. If the Termination Date falls on a day other than the last day of a month, the parties agree that the Term is automatically extended by the number of days necessary to cause the Tarn to end on the last day of a month.

1.4 <u>Base Rent, Security Deposit</u>. Base Rent shall be the following amount per rentable square foot per annum during the specified months of the Term:

Month of Term	Annual Base Rent Rate/SF*
1-12	
13-24	
25-36	
37-48	
49-60	
61-72	[…***…]
73-84	
85-96	
97-108	
109-120	

* Effective rate of […***…]. The Effective Rate is for informational purposes only, and in no way affects the Annual Base Rent Rates specified herein.

Notwithstanding the foregoing to the contrary, the annual Base Rent shall be abated pursuant to the terms of <u>Exhibit D</u> attached hereto and incorporated herein by this reference.

1.5 <u>Security Deposit</u>. None.

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1.6 Addresses.

Lessor’s Address:	Lessees’s Address:
17400 Dallas Parkway Suite 216 Dallas, Texas 75287	345 Iverness Drive South Building C, Suite 310 Englewood, Colorado 80112

With copy to:

[…***…]

1.7 Permitted Use. General office, laboratories and warehouse.

ARTICLE 2 RENT

2.1 Base Rent. Lessee agrees to pay monthly as base rent during the term of this Lease without notice, demand, counter-claim, set-off or abatement, except as otherwise set forth in this Lease, the sum of money set forth in Section 1.04 of this Lease, which amount is payable to Lessor at the address shown above. One monthly installment of rent is due and payable on the date of execution of this Lease by Lessee for the Base Rent for the first month in which Base Rent is not abated, and a like monthly installment is due and payable on or before the first day of each calendar month thereafter during the term of this Lease; provided, if the Commencement Date should be a date other than the first day of a calendar month, the monthly rental set forth above will be prorated to the end of that calendar month and all succeeding installments of rent are payable on or before the first day of each succeeding calendar month during the term of this Lease. Lessee shall pay, as additional rent, all other sums due under this Lease.

2.2 Additional Rent. Lessee agrees to pay as additional rent, without deduction or set-off of any kind except as otherwise set forth herein, Lessee’s Pro Rata Share (as defined below) of all ad valorem taxes and installments of special assessments (including dues and assessments by means of deed restrictions and/or owner’s associations) lawfully levied or assessed against the Building (as hereinafter defined) of which the Leased Premises are a part and any and all insurance required herein or which is standard for similar projects (specifically including fire and casualty, commercial general liability and rent loss insurance). Said ad valorem taxes, assessments and insurance shall be prorated and paid on or before the first day of every month commencing on the Commencement Date, in advance, as additional rent. The pro ration shall be based upon Lessor’s estimate of ad valorem taxes, assessments and insurance for the current calendar year, provided, that in the event Lessor is required under a mortgage, deed of trust, underlying lease or loan agreement covering the Building to escrow ad valorem taxes, assessments or insurance, Lessor may but shall not be obligated, to use the amount required to be escrowed as a basis for its estimate. There will be an annual accounting as to actual ad valorem taxes, assessments and insurance and appropriate payment

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or credits made. To the extent the Commencement Date or termination date of this Lease is not on the first day of the calendar year or last day of the calendar year respectively, Lessees liability for ad valorem taxes, assessments and insurance shall be subject to a pro rata adjustment based on the number of days of any such year during which the Term is in effect, Lessee shall have the right at its expense to contest or appeal by appropriate proceedings any value assessment rendered by applicable taxing authorities and Lessor shall cooperate to the extent reasonably necessary in such contest or appeal. To the extent the Leased Premises are part of a multi-occupancy building, Lessee shall pay Lessee's Pro Rata Share of such ad valorem taxes, assessments and insurance. Lessee's Pro Rata Share will be a fraction, the numerator of which shall be the number of rentable square feet of floor area of the Leased Premises and the denominator of which shall be the number of rentable square feet of floor area in the Building of which the Leased Premises are a part.

2.3 Operating Expenses. Lessee agrees to pay, as additional rent, Lessee's Pro Rata Share of Lessor's Operating Expenses (hereinafter defined) for the Building without deduction or set-off of any kind except as otherwise set forth herein. Lessor may invoice Lessee monthly for Lessee's Pro Rata Share of the estimated Operating Expenses for each calendar year, which amount shall be adjusted from time-to-time (but no more than once per calendar year) based upon anticipated Operating Expenses. As of the date hereof, it is estimated that the Operating Expenses for calendar year 2003 will be approximately […***…] per rentable square foot. Within four months following the close of each calendar year, Lessor shall provide Lessee an accounting showing in reasonable detail all computations of additional rent due under this Section. In the event the accounting shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this Section, such amount shall be credited against the next required payment of base rent. In the event the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this Section, the account shall be accompanied by an invoice for the additional rent. If this Lease shall terminate on a day other than the last day of a calendar year, the amount of any additional rent payable by Lessee applicable to the year in which such termination shall occur shall be prorated on the ratio that the number of days from the commencement of the calendar year to and including the termination date bears to 365. Provided Lessee is not in default of any terms of this Lease, Lessee shall have the right, at its own expense, to audit Lessor's books relevant to the additional rent payable under this Section. With respect to such audit, Lessee (i) may review Lessor's books during office hours, (ii) must perform such audit at the location of Lessor's books, (iii) must request such audit within six (6) months of receipt of its annual reconciliation of Operating Expenses, (iv) must deliver to Lessor a copy of the results of such audit, (v) may not audit the same calendar year more than one time; and (vi) may not have such audit conducted by a contingency fee-based auditor or accountant. If, as a result of such audit, it is determined that the Operating Expenses have been overstated by three percent (3%) or more, Lessor shall be required to reimburse Lessee for the costs of such audit. Assignees of Lessee may only audit periods for which they occupy the Leased Premises and subtenants of Lessee shall have no audit rights. If the audit discloses a discrepancy, within ten (10) days following receipt of the results of the audit, the discrepancy will be resolved by either Lessee paying to Lessor the amount owed by Lessee or by Lessor crediting the amount of Lessee's overpayment against the payment(s) of Base Rent or additional rent next owing by Lessee.

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2.4 Definition of Operating Expenses. The term “Operating Expenses” includes all expenses incurred by Lessor with respect to the maintenance and operation of the Building, including, but not limited to, the following: maintenance, repair and replacement costs; security; wages and benefits payable to employees of Lessor to the extent their duties are directly connected with the operation and maintenance of the Building; all services, utilities for common areas, supplies, repairs, replacement or other expenses for maintaining and operating the common parking and plaza areas; the cost, amortized over its useful life, of any expense required to be capitalized under GAAP principles and any capital improvement made to the Building by Lessor to the extent required under any governmental law or regulation; and the cost, amortized over its useful life, of installation of any device or other equipment to the extent it improves the operating efficiency of any system within the Leased Premises and thereby reduces Operating Expenses, provided that the amount included in Operating Expenses does not exceed the amount of cost savings, as reasonably estimated or determined by Lessor. The term Operating Expenses does not include the following: income and franchise taxes of Lessor; expenses and attorneys’ fees incurred in leasing to or procuring of lessees, leasing commissions, advertising expenses and expenses for the renovating of space for new lessees; interest or principal payments on any mortgage or other indebtedness of lessor; compensation paid to any employee of Lessor other than maintenance and property management personnel to the extent these services are directly associated with the operation and maintenance of the Building; capital expenses except as expressly stated above; any depreciation allowance or expense (except for depreciation of capital improvements and equipment specifically included within the definition of Operating Expenses); or operating expenses which are the responsibility of Lessee or any other lessee of the Building; or expenses (herein called “Defect Expenses”) incurred as a result of or caused by latent defects, punch list items, or Lessor’s failure to construct Building shell improvements or Lessee Improvements (hereinafter defined) in accordance with the requirements of this Lease and substantially in accordance with the Final Shell Plans and Specifications and Lessee Improvements Final Plans and Specifications as provided herein (such items being herein called “Defects”); operating expenses otherwise caused by or resulting from Lessor’s breach of its obligations under this Lease or any other lease of space; any amounts for which Lessor is reimbursed by insurance proceeds or any other source; property management fees in excess of 4.0 percent of rent receipts from the Building; expenses in connection with services or other benefits which are not offered to Lessee or for which Lessee is charged directly but which are provided to any other occupants of the Building; amounts paid to Lessor or any of its affiliates for goods and/or services to the extent the amount exceeds the cost that would have been payable by unaffiliated third parties on a competitive basis; electric power costs for which any occupant directly contracts with the provider or for which any occupant is separately metered; expenses in connection with complying with the Americans with Disabilities Act, including without limitation penalties or damages incurred due to non-compliance, except to the extent the same are permitted to be passed through as Operating Expenses pursuant to Section 16.1 of this Lease; tax penalties incurred as a result of Lessor’s failure to make payments and/or to file any return when due; cost for which Lessor is compensated by a management fee; costs arising from the gross negligence or fault of other occupants or of Lessor, its agents, vendors or contractors; unless due to the acts of Lessee, expenses arising from the presence of Hazardous Substances as defined in Section 3.6, in or about the Building or the project, and expenses incurred in connection with any Hazardous Substances cleanup, response action, or remediation on, in, under or about the Building or the project, including but not limited to costs and expenses associated with the defense, administration, settlement, monitoring or management thereof; charitable contributions; costs and attorneys’ fees arising from claims, disputes or proceedings pertaining to the Lessor or any prospective or existing tenant for the project; costs of any tap fees or any sewer or water connection fees for the benefit of any occupant; any above-standard janitorial services provided to other occupants that are not provided to Lessee; and amounts deposited into any reserves maintained by Lessor or its lender for subsequent payments of Operating Expenses or for any other purposes.

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2.5 Late Payment Charge. Other remedies for nonpayment of rent notwithstanding, if more than once during any consecutive period of twelve months, the monthly rental payment is not received by Lessor on or before the fifth business day of the month for which the rent is due, or if any other payment due Lessor by Lessee is not received by Lessor on or before the fifth business day of the month next following the month in which Lessee was invoiced, Lessee agrees to pay a late payment charge of five percent (5%) of such past due amount in addition to such amounts owed under this Lease. In addition, Lessor is entitled to charge One Hundred Dollars ($100.00) for each check or payment which is not honored by Lessee's bank. Said charge is in addition to any other amounts owed under this Lease.

2.6 Security Deposit. [Intentionally Deleted]

2.7 Holding Over. In no event may Lessee remain in the Leased Premises following the expiration or termination of this Lease without Lessor's prior written consent. If Lessee does not vacate the Leased Premises upon the expiration or termination of this Lease, Lessee agrees that it will be a month-to-month tenant for the holdover period and that all of the terms and provisions of this Lease are applicable during that period, except that Lessee shall pay Lessor as base rental for the period of such holdover an amount equal to one hundred twenty five percent (125%) of the base rent being paid by Lessee immediately prior to the expiration or termination of this Lease for the first three months of such hold over and one hundred fifty percent (150%) of the base rent being paid by Lessee immediately prior to the expiration or termination of this Lease thereafter. Lessee agrees to vacate and deliver the Leased Premises to Lessor immediately upon Lessee's receipt of notice from Lessor to vacate. Such notice may be given pursuant to the notice provisions of Section 14.7 herein. Lessee agrees to pay the rental payable during the holdover period to Lessor on demand. No holding over by Lessee, whether with or without the consent of Lessor and notwithstanding receipt by Lessee of an invoice from Lessor for holdover rent, will extend the term of this Lease. Additionally, Lessee shall pay to Lessor all damages sustained by Lessor as a result of such holding over by Lessee without the written consent of Lessor.

ARTICLE 3 OCCUPANCY AND USE

3.1 Use. Lessee warrants and represents to Lessor that the Leased Premises may be used and occupied only for the purpose as set forth in Section 1.06. Lessee shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable, will not create a nuisance, interfere with standard Building operations, or affect the structural integrity or design capabilities of the Building. Lessee shall not permit any operation which emits any odor or matter which intrudes outside the Leased Premises, attracts rodents, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Building or otherwise interfere with, annoy or disturb any other party outside the Leased Premises, including without limitation, any other tenant in the Building. Lessee shall neither permit any waste on the Leased Premises nor allow the Leased Premises to be used in any way which would, in the reasonable opinion of Lessor, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Building. If at any time during the Term, the Lessor's insurance carrier imposes an additional penalty or surcharge in Lessor's insurance premiums because of Lessee's original or subsequent placement or use of storage racks or bins, method of storage or nature of Lessee's inventory or any other act of Lessee, Lessee agrees to pay as additional rent the increase in Lessor's insurance premiums. Notwithstanding anything set forth in this Section 3.1, in no way does Lessor warrant or represent, either expressly or impliedly, that Lessee's use of the Leased Premises is in accordance with applicable codes or ordinances of the municipality within which the Building is located, but Lessor approves the use of the Leased Premises for the uses specified in Section 1.7. Subject to Section 7.4, Lessee agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Leased Premises by Lessee. The foregoing indemnification and the responsibilities of Lessee survive the termination or expiration of this Lease.

3.2 Signs. No sign of any type or description may be erected, placed or painted in or about the Leased Premises or Building, including those advertising the Leased Premises for sublease, except those signs submitted to Lessor in writing and approved by Lessor in writing and which signs are in conformance with Lessor's sign criteria established for the Building, and applicable governmental requirements and limitations (including any applicable restrictive covenants). Such permitted signs must be removed by Lessee in accordance with the conditions allowing their erection or upon expiration or termination of this Lease at Lessee's sole cost and expense. Any damage from such removal repaired at Lessee's sole cost and expense. Subject to the foregoing and provided Lessee pays for any such signage and Lessee obtains any necessary approvals, Lessor consents to signage for the benefit of Lessee on the Building C directory sign, the doors at the entrances to the Leased Premises, and Monument signage at or about the main entrance of the Leased Premises.

3.3 Compliance with Laws, Rules and Regulations. Lessee, at Lessee's sole cost and expense (except as provided in Section 2.4 hereof), shall comply with all laws, ordinances, orders, rules and regulations now in effect or enacted subsequent to the date hereof by state, federal, municipal or other agencies or bodies having jurisdiction over Lessee or the use, condition and occupancy of the Leased Premises except that Lessor shall be responsible for construction of the Lessee Improvements in compliance therewith as of the Commencement Date. Lessee will comply with the rules and regulations of the Building adopted by Lessor which are set forth on Exhibit C attached to this Lease. At any time, Lessor may change and amend the rules and regulations in any reasonable manner not inconsistent with the terms of this Lease as may be deemed advisable for the safety, care, cleanliness, preservation of good order and operation or use of the Building or the Leased Premises. All changes and amendments to the rules and regulations of the Building will be sent by Lessor to Lessee in writing and must thereafter be carried out and observed by Lessee. Lessor shall use reasonable efforts to enforce the rules and regulations in a nondiscriminatory manner against all occupants.

3.4 Warranty of Possession. Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Lease, is entitled to possession of the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor is not responsible for the acts or omissions of any other lessee or third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

3.5 Inspection. Lessor or its authorized agents may at any and all reasonable times and upon reasonable notice enter the Leased Premises to inspect the same, conduct tests, environmental audits or other procedures to determine Lessee’s compliance with the terms hereof; to supply any other service to be provided by Lessor; to show the Leased Premises to prospective purchasers, lessees (during the final 90 days of the Term), or mortgagees; to alter, improve or repair the Leased Premises or any other portion of the Building or for any other purpose Lessor deems reasonably necessary. LESSEE HEREBY WAIVES ANY CLAIM FOR DAMAGES FOR INJURY OR INCONVENIENCE TO OR INTERFERENCE WITH LESSEE’S BUSINESS, ANY LOSS OF OCCUPANCY OR USE OF THE LEASED PREMISES, AND ANY OTHER LOSS OCCASIONED THEREBY INCLUDING CLAIMS RESULTING FROM THE NEGLIGENCE OF LESSOR BUT EXCLUDING ANY CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR. Lessee shall not change Lessor’s lock system or in any other manner prohibit Lessor from entering the Leased Premises. Lessor is entitled to use any and all means which Lessor may deem proper to open any door in an emergency without liability except as caused by Lessor’s gross negligence or willful misconduct. During the final one-hundred eighty days of the term of this Lease, Lessor or its authorized agents have the right to erect or maintain on or about the Leased Premises or the Building customary signs advertising the Leased Premises for lease or sale. Notwithstanding any provision of this paragraph to the contrary, Lessor will not enter into any of the laboratory areas or any areas that contain the Lessee’s servers or other information technology, except when accompanied by a representative of Lessee (except in the event of an emergency for which Lessor was unable to contact a representative of Lessee after making reasonable efforts to do so in light of the Circumstances of the emergency).

3.6 Hazardous Waste.

(a) The term “Hazardous Substances,” as used in this Lease means pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is regulated, restricted, prohibited or penalized by any “Environmental Law,” which term means any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the Leased Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee’s business activities (the “Permitted Activities”), provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall obtain all required permits and pay all fees and conduct any testing required by any governmental agency; (ii) the Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee’s business (the “Permitted Materials”) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall obtain all required permits and pay all fees and conduct any testing required by any governmental agency in connection with the Permitted Materials; (iii) no portion of the Leased Premises or Building will be used as a landfill or a dump; (iv) Lessee will not install any underground or above ground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; and (vi) Lessee will not permit any Hazardous Substances to be brought onto the Leased Premises or Building, except for the Permitted Materials, and if so brought or found located thereon (except for pre-existing conditions or matters caused by the Lessor), the same must be immediately removed, with proper disposal, and all required cleanup procedures must be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative's may, but are not required to, enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's reasonable opinion, that said Permitted Materials are being stored, used, or disposed of in violation of any Environmental Law, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within twenty-four (24) hours, Lessor has the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of this Lease, the Leased Premises or Building are found to be so contaminated or subject to said conditions as a result of Lessees breach of the terms of this Lease, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost. Before taking any action to comply with Environmental Laws or to clean up Hazardous Substances contaminating the Leased Premises or Building, Lessee shall submit to Lessor a plan of action, including any and all plans and documents required by any Environmental Law to be submitted to a governmental authority (collectively a "plan of action"). Such plan of action must be implemented by a licensed environmental contractor. Before Lessee begins the actions necessary to comply with Environmental Laws or to clean up contamination from Hazardous Substances, Lessor must have (1) approved the nature, scope and timing of the plan of action, and (2) approved any and all covenants and agreements to effect the plan of action. Subject to Section 7.4, Lessee agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Leased Premises or Building by Lessee but excluding pre-existing conditions or matters resulting from the gross negligence or willful misconduct of Lessor. The foregoing indemnification and the responsibilities of Lessee survive the termination or expiration of this Lease.

(b) Lessee represents that it has not been previously cited for any environmental violations by any applicable governmental agency. To Lessor's actual knowledge, without investigation, as of the date of this Lease the project, the Building in general and the Leased Premises in particular are in compliance with all applicable Environmental Laws and there are no Hazardous Substances in, on, under or about the project, the Building or the Leased Premises.

3.7 Certificate of Occupancy. Upon occupancy of the Leased Premises, Lessee shall use its best efforts to obtain a Certificate of Occupancy (the "CO") or a temporary certificate of occupancy if appropriate from the municipality in which the Leased Premises are located.

3.8 Parking and Road Use. Lessee is granted the license and right to use, for the benefit of Lessee, its employees, customers, invitees and licensees, the parking areas adjacent to the Building of which the Leased Premises are a part on an unassigned, unreserved and non-exclusive basis as available on a first come, first serve basis, subject to reasonable regulation by Lessor. Lessor reserves the right in its sole discretion to designate specific areas within the parking areas for the exclusive use of visitors and invitees to the Building and others. Any parking permitted by Lessor on any common drive areas by Lessee or any of Lessee's employees, customers, invitees or licensees will be permitted upon the express condition that all such drives must be kept clear for through traffic of all vehicles, including tractor-trailers. No driving or parking of any vehicles on non-paved areas adjoining the Building or within the project of which the Building is a part is permitted. Notwithstanding the foregoing, Lessee has the right to use up to four parking spaces per 1,000 rentable square feet in the Leased Premises (one hundred eight (108) total parking spaces).

ARTICLE 4 UTILITIES SERVICE

4.1 Building Services.

(a) Lessor shall provide the normal utility service connections to the Building. Lessee shall pay directly to the appropriate supplier the cost of all utility services to the Leased Premises, including, but not limited to, security deposits, initial connection charges, all charges for gas, electricity, telephone, water, sprinkler monitoring devices, sanitary and storm sewer service, and security systems. If any services are jointly metered with other Leased Premises or property, Lessor shall make a reasonable determination of Lessee's proportionate share of the cost of such services and Lessee shall pay such share to Lessor with ten (10) days of receipt of any invoice thereof. In a multi-occupancy Building, Lessor may provide water to the Leased Premises, in which case Lessee agrees to pay to Lessor its Pro Rata Share of the cost of such water. Lessee shall pay all costs caused by Lessee introducing excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including permits, fees and charges levied by any governmental subdivision for any such pollutants or solids. Lessee shall be responsible for the installation and maintenance of any dilution tanks, holding tanks, settling tanks, sewer sampling devices, sand traps, grease traps or similar devices as may be required by any governmental subdivision for Lessee's use of the sanitary sewer system, but only to the extent that Lessee's use of the Leased Premises causes a material increase of the maintenance and repair obligations of any such items beyond that which would reasonably be expected to occur by any occupant of the Leased Premises who is using the Leased Premises for general office purposes. If the Leased Premises are in a multi-occupancy building, Lessee shall pay all surcharges levied due to Lessee's use of sanitary sewer or waste removal services insofar as such surcharges arise from any extraordinary use of the sanitary sewer or waste removal services beyond that which reasonably would be expected if the Leased Premises were used for general office purposes and that affect Lessor or other Lessees in the Building. Except as set forth herein, Lessor shall not be required to pay for any utility services, supplies or upkeep in connection with the Leased Premises or the Building. Utility services for the common areas shall be part of Operating Expenses.

(b) Lessee agrees that Lessor is not liable to Lessee in any respect for damages to either person, property or business on account of any interruption or failure of utilities or services furnished by Lessor, except as caused by the gross negligence or willful misconduct of Lessor. No such interruption or failure may be construed as an eviction of Lessee or entitle Lessee to (i) any abatement of rent, (ii) terminate this Lease, or (iii) be relieved from fulfilling any covenant or agreement contained herein, except as caused by the gross negligence or willful misconduct of Lessor. Notwithstanding the foregoing to the contrary, in the event the interruption or failure of utilities continues for sixty (60) consecutive days, Lessee's Base Rent shall be abated from the sixty-first (61st) day until said interruption or failure of utilities is corrected. Should any malfunction of the improvements or facilities to the Leased Premises or Building (which by definition do not include any improvements or facilities of Lessee which are part of the Lessee Improvements) occur for any reason, Lessor shall use reasonable diligence to repair same promptly, but Lessee will not be entitled to any claim for rebate or abatement of rent or damages on account of such malfunction or of any interruptions in service occasioned thereby or resulting therefrom.

4.2 Theft or Burglary. Lessee expressly acknowledges that whether or not Lessor, from time to time, elects to provide security services, Lessor has not, nor will Lessor be deemed to have, warranted the efficiency of any security personnel, service, procedures or equipment and Lessor is not liable in any manner for the failure of any of the foregoing to prevent or control or apprehend anyone suspected of theft, personal injury, property damage or any criminal conduct in, on or around the Building, unless caused by the gross negligence or willful misconduct of Lessor. Except as caused by the gross negligence or will misconduct of Lessor, Lessee agrees that Lessor is not liable to Lessee for losses to Lessee's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises.

ARTICLE 5 REPAIRS AND MAINTENANCE

5.1 Existing Conditions. On the Commencement Date, Lessee shall be deemed to have accepted the Leased Premises in their then existing condition, subject to all recorded matters, laws, ordinances, and governmental regulations and orders and except for latent defects and other matters reflected on a punch list prepared by Lessee; provided that, Lessee's acceptance of the Leased Premises shall not relieve Lessor from any maintenance and repair obligations under this Lease. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any warranty or representation of any kind, either express or implied as to the condition of the Leased Premises or the suitability of the Leased Premises for Lessee's intended use. The taking of the possession of the Leased Premises by Lessee is intended by the parties to be conclusive evidence that Lessee accepts the Leased Premises and Lessor has complied with its obligations of Section 6.1 herein except for Defects (as defined in Section 2.4 hereof). Prior to taking occupancy of the Leased Premises, Lessee shall sign a copy of the space plan of the Leased Premises acknowledging its condition on the date thereof (unless Lessor waives such requirement) and execute Lessor's Standard Tenant Acceptance of Premises form accepting such condition except for Defects.

5.2 Lessor Repairs and Maintenance. Except with respect to Defects, Lessor is not required to make any improvements, replacements or repairs of any kind or character to the Leased Premises during the Term. Lessor shall maintain the roof, foundation and structural soundness of exterior walls of the Building, mechanical, electrical and plumbing systems serving the Building and common areas, in good repair and condition except for reasonable wear and tear. Lessor shall also perform all ground maintenance, landscaping, pest control, and removal of debris from outside receptacles. Except for Lessor's gross negligence or willful misconduct, Lessee agrees that Lessor is not liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee is not entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease. Nothing contained herein entitles Lessee to make any repairs, alterations or additions to the Leased Premises at Lessor's expense or to terminate this Lease based on the physical condition of the Leased Premises.

5.3 Lessee Repairs and Maintenance. Lessee shall, at its sole cost and expense, maintain, repair and replace all other parts of the Leased Premises in good repair and condition, ordinary wear and tear expected, including, but not limited to carpet or other floor covering, interior partitions, doors, interior side of demising walls, telephone and computer cabling that serves Lessee's equipment exclusively, any supplemental air conditioning, interior water closets, kitchens and plumbing in connection therewith and any alterations, additions or improvements made by or on behalf of Lessee. Subject to Section 7.4, Lessee shall take good care of all personal property and fixtures located within the Leased Premises. Lessee shall repair and pay for any damage caused by any act or omission of Lessee or Lessee's agents, employees, invitees, licensees or visitors to the Leased Premises, the Building, or the project. If Lessee fails to maintain, repair or replace promptly as required herein, Lessor may, at its option, perform on Lessee's behalf and charge the cost of such performance to Lessee as additional rent which is due and payable by Lessee within ten (10) days from receipt of Lessor's invoice. Costs incurred under this section are the total responsibility of Lessee.

5.4 Request for Repairs. All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made in writing to Lessor at the address in Section 1.05 and delivered pursuant to Section 14.07. After receipt of written notice, Lessor is entitled to a reasonable time within which to perform such repairs or maintenance.

5.5 Lessee Damages. Lessee shall not allow any damage to be committed on any portion of the Leased Premises or Building, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear and casualty loss excepted. Except as caused by the gross negligence or willful misconduct of Lessor, the cost and expense of any repairs necessary to restore the condition of the Leased Premises must be borne by Lessee. Should Lessor be required to expend any sums to ensure compliance with this Section 5.05, Lessee shall reimburse Lessor within ten (10) days of receipt of notice from Lessor.

5.6 Maintenance Contract. Lessor may, as an Operating Expense, during the term of this Lease maintain a regularly scheduled preventative maintenance/service contract on an annual basis with a maintenance contractor for the servicing of all sprinkler systems, hot water, heating and air conditioning systems and equipment within or servicing the Leased Premises.

ARTICLE 6 ALTERATIONS AND IMPROVEMENTS

6.1 Initial Lessee Improvements.

(1) Lessee Improvements. Lessor and Lessee shall meet to discuss the design and construction of those improvements desired by Lessee, such improvements including, but not being limited to, M.E.P. systems, computer flooring, interior walls, wall coverings, window treatments, and floor coverings (the "Lessee Improvements"). Lessee agrees and acknowledges that other than the Lessee Improvements paid with the Improvement Allowance, as such term is hereinafter defined, Lessee is leasing the Leased Premises in its "As Is" condition and repair, subject to Defects. Lessee shall cause its architect, Burkett Design, to prepare preliminary plans and specifications of the Leased Premises satisfactory to Lessee, measured as provided in Section 1.2,

for construction of the Lessee Improvements desired by Lessee and Burkett Design shall deliver two (2) copies of such plans and specifications to Lessor for approval, which approval shall not be unreasonably withheld by Lessor. Lessor will advise Lessee within five (5) business days after Lessor's receipt of the preliminary plans and specifications of Lessor's approval or disapproval, and, Lessor's failure to respond within the five day period will be deemed Lessor's approval. Notwithstanding any provision of this Article 6 to the contrary, Lessor may only disapprove the preliminary plans and specifications, the final plans and specifications and any other work desired by Lessee as part of the Lessee Improvements to the extent that any work described in the documents or requested by Lessee will adversely affect the structural integrity of the Building, unreasonably delay issuance of a building permit, adversely affect systems serving the Building or increase the cost of operation or maintenance of any such systems, do not conform to applicable building codes or other governmental regulations, or do not compliment the Building's architecture or are of lesser quality than Building standard construction and materials. Lessee covenants and agrees that as part of its review and approval of the preliminary plans and specifications it will provide all information necessary to have Burkett Design complete the final plans and specifications as described below. Following approval of the preliminary plans, Lessee shall cause Burkett Design to prepare final plans and specifications for the Lessee Improvements satisfactory to Lessee, measured as provided in Section 1.2, and other construction documents for Lessor's and Lessee's approval, which approval shall not be unreasonably withheld by Lessor. The approved final plans and specifications for the Lessee Improvements being herein called the "Lessee Improvements Final Plans and Specifications". Within two (2) weeks of Lessor's receipt of the approved Lessee Improvements Final Plans and Specifications, Lessor shall deliver to Lessee a budget for construction of the Lessee Improvements, for Lessee's approval, which shall not be unreasonably conditioned, delayed or withheld. Lessee shall be deemed to have approved of the budget unless Lessee has provided written notice to Lessor of Lessee's objections thereto within five (5) days following the delivery thereof by Lessor to Lessee. All costs of Burkett Design involved in approving, drafting and preparing the Lessee Improvements Final Plans and Specifications shall be charged against the Improvement Allowance described below. Except for immaterial field changes, modifications to the Lessee Improvements Final Plans and Specifications must be made and accepted only by written change order ("Change Order") signed by Lessor, Lessee and the Contractor defined below and will constitute an amendment to this Lease. Any such written Change Order will specify the amount of delay expected to be caused to the construction schedule and any change in the cost of the Lessee Improvements caused by the Change Order, which statements will be binding upon Lessor, Lessee and the Contractor. Lessor will not unreasonably (using the criteria specified above in this paragraph) withhold its approval to any such Change Order. Lessee shall be responsible for payment in advance of work and construction resulting from changes in the Lessee Improvements Final Plans and Specifications requested by Lessee that increase the costs of the Lessee Improvements above the Improvement Allowance defined below. The Lessee Improvements Final Plans and Specifications (when approved by Lessor and Lessee) are incorporated in this Lease by reference. For the purpose of this Section, an "immaterial field change" shall mean such field changes which are required by any governmental authority or changes which (i) do not affect the size, configuration, structural integrity, quality, character, architectural appearance and standard of workmanship contemplated in the Lessee Improvements Final Plans and Specifications, (ii) will not result in any default in any obligation to any person or violation of any governmental requirements, and (iii) the cost of or reduction resulting from any single field change or extra does not exceed $2,000 and the aggregate amount of all such changes and extras does not exceed $10,000.

(2) Construction Standards. Subject to Lessee's payment obligations under Section 6.1(3) below, Lessor shall cause the Lessee Improvements to be completed in a good and workmanlike manner, in accordance with all applicable laws, building codes and regulations, and in substantial accordance with the Lessee Improvements Final Plans and Specifications. Lessor shall coordinate construction of Lessee Improvements and for such services Lessor shall be paid a construction management fee (the "Construction Management Fee") equal to the lesser of (i) five percent (5%) of the cost of such Lessee Improvements, or (ii) $1.75 per square foot contained in the Leased Premises, which fee shall be paid out of the Improvement Allowance (as hereinafter defined). Notwithstanding the foregoing to the contrary, Lessee reserves the right to select the contractor and other vendors to construct the Lessee Improvements, subject to Lessor's reasonable approval, and to participate in the bid process. Lessor and Lessee shall mutually agree on the contractor selected to construct the Lessee Improvements. Lessee will have the right to revise the Lessee Improvements Final Plans and Specifications subject to Lessor's approval rights described in previous paragraph, for the purpose of reducing the cost of the work if the Contractor will not agree in its contract to construct the Lessee Improvements for the amount of the agreed budget. Upon making any such revisions, Lessor will enter into a fixed price contract in the amount (the "Fixed Price") approved by Lessor and Lessee. The contract will expressly state that Lessee is an intended third-party beneficiary of the contract, who has the right to enforce the contract against the Contractor. The Fixed Price can be increased only by execution of a Change Order as described above. After execution of a Change Order, the change in the Fixed Price, if any, shall be final and Lessor will not be entitled to claim any additional increase to the Fixed Price as a result of the Change Order. The Fixed Price will not be adjusted for omissions or changes to the Lessee Improvements that are the responsibility of either the Lessor or the Contractor pursuant to the Contract or the responsibility of any subcontractors. Additional construction costs caused by any of the following events will be the Lessor's responsibility and will not entitle Lessor to claim an increase in the Fixed Price: (i) any act or omission constituting a default or negligence by Landlord, the Contractor, or any subcontractors, employees or agents; (ii) the cost of repair of improperly constructed Lessee Improvements; (iii) the cost of repair of Lessee Improvements that were damaged by Lessor, the Contractor, any subcontractor or employees or agents; (iv) the cost of insurance deductibles and uninsured casualty losses; and (v) delays in completion of the Lessee Improvements other than as a result of Lessee Delay or Force Majeure defined below.

(3) Improvement Allowance. To complete the Lessee Improvements and for other purposes specifically permitted under this Lease, Lessor shall expend the lesser of $36.75 per rentable square foot in the Leased Premises (the "Improvement Allowance") or the actual cost of all of such items. The Improvement Allowance shall be paid out from time to time to pay for costs incurred by Lessor or Lessee (provided Lessee must obtain Lessor approval prior to Lessee paying for or ordering any items directly for which Lessee desires to be reimbursed from the Improvement Allowance) to complete the Lessee Improvements (but not to complete any Base Building Improvements described in Exhibit I), including costs of Lessee's architect and/or space planner, third party contractors, engineering costs and the Construction Management Fee, as provided above, as the Lessee Improvements progress. Lessee may also use the Improvement Allowance for monument and other signage approved by Lessor and the Inverness Office Park architectural control committee. Any invoices submitted by Lessee for payments from the Improvement Allowance must be submitted to Lessor on or before the 28th of the month, and shall be paid in approximately thirty

(30) days thereafter. To the extent the cost to complete Lessee Improvements exceeds the Improvement Allowance, any overage must be paid by Lessee until the entire overage is paid prior to Lessor disbursing any additional funds from the Improvement Allowance. No unused portion of the Improvement Allowance shall be used as an offset against other liabilities of Lessee to Lessor under this Lease or for any use other than as set forth herein and for Lessee's cabling costs and Lessee's moving expenses to relocate to the Leased Premises.

6.2 Additional Lessee Improvements. Except as provided in Section 6.1 above, Lessee shall not make or allow to be made any alterations or physical additions in or to the Leased Premises without complying with all local, state and federal ordinances, laws, statutes and without first obtaining the written consent of Lessor, which consent may in the reasonable discretion of Lessor be denied, based upon the criteria specified in Section 6.1. In any event, Lessee shall provide Lessor with a copy of the plans and specifications for any such alterations or improvements. Any alterations, physical additions or improvements to the Leased Premises (including Lessee Improvements) made by Lessor or Lessee become the property of Lessor and must be surrendered to Lessor upon the termination of this Lease without credit to Lessee; provided, however, Lessor, at its option at the time of Lessee's request, may require Lessee in writing to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee. Provided, however, that Lessee shall not be required to remove any Lessee Improvements and shall not be required to remove any subsequent improvements unless Lessor requires their removal in writing at the time of Lessee's request. This clause does not apply to moveable equipment or furniture owned by Lessee, which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default, if such equipment and furniture are not then subject to any other rights, liens and interest of Lessor that may be subsequently granted to or squired by Lessor, if such removal can be accomplished without material damage to the Leased Premises and, if there shall exist any damage caused by such removal, such damage shall be repaired by Lessee. Upon completion of any such work by Lessee, Lessee shall provide Lessor with "as built plans", copies of all construction contracts and proof of payment for all labor and materials. Lessee shall pay to Lessor a construction management fee equal to ten percent (10%) of the cost of any improvements constructed under this Section 6.2, if Lessor is responsible for the Lessee Improvements. One-half of such fee must be paid prior to commencement of such improvements and the balance upon completion thereof. Notwithstanding anything contained herein to the contrary, Lessee may assume responsibility for construction of the requested additional improvements, subject to Lessor's approval, not to be unreasonably withheld.

6.3 Mechanics Lien. Lessee will not permit any mechanic's or materialman's lien(s) or other lien to be placed upon the Leased Premises or the Building and nothing in this Lease is intended in any way to constitute the consent by (or request of) Lessor, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Premises, or any part that would give the rise to any mechanic's or materialman's or other lien against the Leased Premises. In the event any such lien attaches to the Leased Premises as a result of Lessee's actions and Lessee does not cause the lien to be removed within 30 days after it receives written notice of the recording of the lien, then in addition to any other right or remedy of Lessor, Lessor may, but is not obligated to, obtain the release or otherwise discharge the same. Any amount paid by Lessor for any of the aforesaid purposes must be paid by

Lessee to Lessor on demand as additional rent.

6.4 Delays.

(1) Completion Deadline. Lessor shall cause Substantial Completion (defined below) to occur no later than one-hundred twenty (120) days following (a) Lessor and Lessee's mutual approval of the budget for the Lessee Improvements, (b) Lessor and Lessee's approval of the Contractor to construct the Lessee Improvements, (c) Lessor and Contractor entering into the Fixed Price contract and (d) Lessor's receipt of a building permit to construct the Lessee Improvements (such date being extended by Force Majeure and Lessee Delays with the date, as extended, being hereinafter referred to as the "Threshold Date"). Notwithstanding the foregoing to the contrary, in the event Lessor is unable to obtain the building permit to construct the Lessee Improvements within ninety (90) days (such date being extended by Lessee Delays, but not by Force Majeure, with such date, as extended being referred to as the "Permit Deadline") of the date Burkett Design delivers to Lessor the final approved Lessee Improvements Final Plans and Specifications which are sufficient for the County, as hereinafter defined, to issue a building permit to construct the Lessee Improvements, then Lessee shall have the right to terminate this Lease by giving Landlord written notice of Lessee's termination pursuant to this section within ten (10) days of the Permit Deadline, time being of the essence.

(2) Force Majeure. "Force Majeure" delay shall mean a delay caused by reason of fire, acts of God, unreasonable delays in transportation, embargo, weather, strike, other labor disputes, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor, or any similar cause not within the reasonable control of the party claiming the benefits of any Force Majeure provisions. The party claiming the benefits of any Force Majeure provisions shall be required (as a condition to the effectiveness thereof) to provide written notice of the occurrence of such Force Majeure event within five (5) business days following such occurrence.

(3) Lessor and Lessee Delay. The terms "Lessor Delays", "Delays caused by Lessor", "Lessee Delay" or "Delays caused by Lessee" shall mean delay in completion of construction of the Lessee Improvements caused by:

(1) Unless due to the acts or omissions of the other party or such party's agents, employees or contractors, the respective party's failure to perform its design approval obligations by the dates or within the time periods set forth herein or its construction period obligations by the dates or within the time periods shown in Sections 6.1 or 6.4 of this Lease; and

(2) Any subsequent changes, modifications, or alterations to the Final Lessee Improvements Plans and Specifications that are specified in a written change order which reasonably cause delay in the completion thereof, but only to the extent of the period of delay stated in the change order.

"Lessee Delay" or "Delays caused by Lessee" shall also mean (i) delays due to the scope and extent of the Lessee improvements to be constructed by Lessor and (ii) delays caused by mistakes or errors by Burkett Design in any of the plans or specifications prepared by Burkett Design, or delays otherwise caused by Burkett Design, including without limitation delays caused by Burkett Design failing to timely respond to issues, questions or concerns raised by the County of Douglas, Colorado (the "County") prior to the County issuing the building permit. In order for Lessor to claim such a Delay, Lessor must provide written notice to Lessee of the existence of excessive Lessee Improvements, special design or construction considerations or other matters which will extend the time necessary for the construction of the Lessee Improvements beyond two (2) days. Such notice may only be provided by Lessor to Lessee together with Lessor's delivery of approval and/or objections to Lessee's plans and specifications for the Lessee Improvements from time-to-time and in any event not later than approval by Lessor and Lessee of the Contractor to construct the Lessee Improvements. Such notice shall specify the reasons for the delay and the estimated length of delay and, unless the Lessee's plans and specifications are modified to eliminate such items, the estimated length of the delay shall be included as a Lessee Delay. For purposes of determining delay, the terms Lessor and Lessee shall include their respective contractors, agents and employees. In addition, the party claiming the benefits of such delay shall be required (as a condition to the effectiveness thereof) to provide written notice of the occurrence of such delay within five (5) days following such occurrence.

(4) "Substantial Completion" shall mean that time when the following conditions are satisfied and Lessee receives written notice from Lessor that Substantial Completion has occurred:

(1) Receipt of the required temporary or permanent certificate of occupancy, final inspection report or the substantial equivalent under applicable state or local law relative to the Lessee Improvements, with all Building systems operational and tested, and the loading dock doors fully operational.

(2) The construction is completed in accordance with the Lessee Improvements Final Plans and Specifications as acknowledged by Lessor's architect in writing to Lessee, subject to normal punch list items which will not materially interfere with Lessee's ability to utilize substantially all of the Leased Premises for its intended purposes.

(3) Notwithstanding anything in this Lease to the contrary, the Commencement Date will not occur earlier than the date of Substantial Completion, except to the extent of any Lessee Delay in causing Substantial Completion.

6.5 <u>Tenant Remedies</u>. In the event that Lessor fails to complete construction of the Lessee Improvements within sixty (60) days alter the Threshold Date, as extended by Lessee Delay or Force Majeure, and any such failure continues for a period of seven (7) days after Lessee gives written notice to Lessor of such failure, Lessee at its option may exercise its right as a third-party beneficiary of the contract with the Contractor to complete construction of the Lessee Improvements and to pay Contractor for its construction of the Lessee Improvements, and offset all costs in connection therewith against the next succeeding payments of Base Rent and additional rent due under the Lease until the entire amount of the offset is satisfied.

ARTICLE 7 CASUALTY AND INSURANCE

7.1 Substantial Destruction. If the Leased Premises or any part thereof are damaged by fire or other casualty, Lessee shall give prompt written notice thereof to Lessor. (i) If the Leased Premises are totally destroyed by fire or other casualty, (ii) if the Leased Premises are damaged so that access to the Leased Premises or rebuilding cannot reasonably be completed within one hundred eighty (180) days after the date of written notification by Lessee to Lessor of the destruction, (iii) if the Leased Premises are part of a building which is substantially destroyed (even though the Leased Premises are not totally or substantially destroyed), (iv) if the Leased Premises or Building is damaged by fire or other casualty and applicable law would prevent rebuilding to substantially the condition prior to such fire or casualty, (v) if any mortgagee requires the insurance proceeds payable as a result of such casualty to be applied to the payment of the mortgage debt or (vi) if the Leased Premises are materially damaged and less than two (2) years remain on the Term on the date of such casualty, Lessor may, at its option, terminate this Lease by providing Lessee written notice thereof within sixty (60) days of such casualty and abate Rent and additional rent for the unexpired portion of this Lease, effective as of the date of the casualty.

7.2 Partial Destruction. If this Lease is not terminated under Section 7.01, Lessor shall, at its sole risk and expense, proceed with reasonable diligence to rebuild or repair the Building or other improvements to substantially the same condition in which they existed prior to the damage, provided, Lessor has no obligation to repair or rebuild Lessee's furniture, fixtures or personal property. Subject to Section 7.4, if the destruction was caused by an act or omission of Lessee, its employees, agents, or invitees, Lessee shall pay Lessor the difference between the actual cost of rebuilding or repairing the Leased Premises and any insurance proceeds received by Lessor. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by any act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the rent payable under this Lease during the period for which the Leased Premises are untenantable will be adjusted to such an extent as may be fair and reasonable under the circumstances. If Lessor fails to complete the necessary repairs or rebuilding within one hundred eighty (180) days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease cease to exist. If any damage or, destruction occurs to the Leased Premises during the last twenty-four (24) months of the term of this Lease that would otherwise give Lessor the right to terminate this Lease, Lessor or Lessee may elect to terminate this Lease as of the date Lessee notifies Lessor of such damage.

7.3 Property Insurance. Lessor shall, at all times during the term of this Lease, maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon an insurance company meeting the standards specified in Section 7.6(3) for insurance to be maintained by Lessee, insuring the Building against all risk of direct physical loss in an amount equal to the full replacement cost of the Building structure and its improvements as of the date of the loss (exclusive of excavation and foundation costs, costs of underground items and costs of parking lot paving and landscaping), providing protection against all perils, including, without limitations fire, extended coverage, vandalism, malicious mischief, a standard mortgagee clause and rental coverage; provided, Lessor is not obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Lessee upon or within the Leased Premises, any fixtures installed or paid for by Lessee upon or within the Leased Premises, or any improvements which Lessee may construct on the Leased Premises. The rental insurance policy will be for the full rental value for a period of one year, which insurance also covers real estate taxes, insurance and other amounts which might be due Lessor from Lessee pursuant to the terms of this Lease. Lessee agrees that it is not entitled to the proceeds of any policy of insurance maintained by Lessor even if the cost of such insurance is borne by Lessee as set forth in Article 2.0. Notwithstanding the foregoing, in the event Lessor has a net worth in excess of $50,000,000, it shall be entitled to self insure against all risk provided for in this paragraph in lieu of obtaining the insurance set forth herein, in which event Lessor will be deemed to have insurance proceeds available to it that would otherwise have been available if Lessor had purchased the insurance required by this paragraph.

7.4 Waiver of Subrogation. ANYTHING IN THIS LEASE TO THE CONTRARY NOT WITHSTANDING, LESSOR AND LESSEE HEREBY WAIVE AND RELEASE EACH OTHER OF AND FROM ANY AND ALL RIGHT OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION, AGAINST EACH OTHER, THEIR AGENTS, OFFICERS AND EMPLOYEES, FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LEASED PREMISES, IMPROVEMENTS TO THE BUILDING OF WHICH THE LEASED PREMISES ARE A PART, ANY OTHER PORTION OF THE PROJECT OR PERSONAL PROPERTY WITHIN THE BUILDING, BY REASON OF FIRE, EXPLOSION, OR ANY OTHER OCCURRENCE, REGARDLESS, OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF LESSOR OR LESSEE AND THEIR AGENTS, OFFICERS AND EMPLOYEES, LESSOR AND LESSEE AGREE IMMEDIATELY TO GIVE THEIR RESPECTIVE INSURANCE COMPANIES WHICH HAVE ISSUED POLICIES OF INSURANCE COVERING ALL RISK OF DIRECT PHYSICAL LOSS, WRITTEN NOTICE OF THE TERMS OF THE MUTUAL WAIVERS CONTAINED IN THIS SECTION AND TO HAVE THE INSURANCE POLICIES PROPERLY ENDORSED TO WAIVE EACH COMPANY'S SUBROGATION RIGHTS AND TO PREVENT THE INVALIDATION OF THE INSURANCE COVERAGE BY REASON OF THE MUTUAL WAIVERS.

7.5 Hold Harmless. Except as provided in this Lease and except for Lessor's gross negligence or willful misconduct, Lessor will not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Leased Premises caused by any act or omission of Lessee, its agents, servants or employees, any tenant in the Building of which the Leased Premises are a part, or of any other person entering upon the Leased Premises under express or implied invitation by Lessee, or the failure or cessation of any service provided by Lessor (including security service and devices or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises). Subject to Section 7.4, Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury.

7.6 Lessee Insurance.

(1) At all times commencing on and after the earlier of the Commencement Date and the date Lessee or its agents, employees or contractors enters the Leased Premises for any purpose, Lessee shall carry and maintain, at its sole cost and expense:

(1) Commercial General Liability Insurance applicable to the Leased Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of Two Million Dollars ($2,000,000.00), with a contractual liability endorsement covering Lessee's indemnity obligations under this Lease;

(2) All Risks of Physical Loss Insurance written at replacement cost value and with a replacement cost endorsement covering all of Lessee's personal property and improvements in the Leased Premises;

(3) Workers' Compensation Insurance as required by the state in which the Leased Premises is located and in amounts as may be required by applicable statute, and Employers' Liability Coverage of One Million Dollars ($1,000,000.00) per occurrence;

(4) Business interruption or loss of income insurance in amounts satisfactory to Lessor; and

(5) Whenever good business practice, in Lessor's reasonable judgment, indicates the need of additional insurance coverage or different types of insurance in connection with the Leased Premises or Lessee's use and occupancy thereof, Lessee shall, upon request, obtain such insurance at Lessee's expense and provide Lessor with evidence thereof.

(2) Before any repairs, alterations, additions, improvements, or construction are undertaken by or on behalf of Lessee, Lessee shall carry and maintain, at its expense, or Lessee shall require any contractor performing work on the Leased Premises to carry and maintain, at no expense to Lessor, in addition to Workers' Compensation Insurance as required by the jurisdiction in which the Building is located, All Risk Builder's Risk Insurance in the amount of the replacement cost of any alterations, additions or improvements (or such other amount reasonably required by Lessor) and Commercial General Liability Insurance (including, without limitation, Contractor's Liability coverage, Contractual Liability coverage and Completed Operations coverage,) written on an occurrence basis with a minimum combined single limit of Two Million Dollars ($2,000,000.00) and adding "the named Lessor hereunder (or any successor thereto), and its respective members, principals, beneficiaries, partners, officers, directors, employees, agents and any Mortgagee(s)", and other designees of Lessor as the interest of such designees appear, as additional insureds (collectively referred to as the "Additional Insureds").

(3) Any company writing any insurance which Lessee is required to maintain or cause to be maintained pursuant to the terms of this Lease (all such insurance as well as any other insurance pertaining to the Leased Premises or the operation of Lessee's business therein being referred to as "Lessee's Insurance"), as well as the form of such insurance, are at all times subject to Lessor's reasonable approval, and each such insurance company must have an A.M. Best rating of "A-" or better and be licensed and qualified to do business in the state in which the Leased Premises are located. All policies evidencing Lessee's Insurance (except for Workers' Compensation Insurance) must specify Lessee as named insured and the Additional Insureds as additional insureds. Provided that the coverage afforded Lessor and any designees of Lessor is not reduced or otherwise adversely affected, all of Lessee's Insurance may be carried under a blanket policy covering the Leased Premises and any other of Lessee's locations. All policies of Lessee's Insurance must contain endorsements requiring that the insurer(s) give Lessor and its designees at least thirty (30) days'

advance written notice of any change, cancellation, termination or lapse of said insurance. Lessee shall be solely responsible for payment of premiums for all of Lessee's Insurance. Lessee shall deliver to Lessor at least fifteen (15) days prior to the time Lessee's Insurance is first required to be carried by Lessee, and upon renewals at least fifteen (15) days prior to the expiration of any such insurance coverage, certified copies of all policies procured by Lessee in compliance with its obligations under this Lease. Except as provided in Section 7.4, the limits of Lessee's Insurance do not in any manner limit Lessee's liability under this Lease.

(4) Lessee shall not do or fail to do anything in, upon or about the Leased Premises which will (i) violate the terms of any of Lessor's insurance policies; (ii) prevent Lessor from obtaining policies of insurance acceptable to Lessor or any Mortgagees; or (iii) result in an increase in the rate of any insurance on the Leased Premises, the Building, any other property of Lessor or of others within the Building. In the event of the occurrence of any of the events set forth in this Section, Lessee shall pay Lessor upon demand, as additional rent, the cost of the amount of any increase in any such insurance premium, provided that the acceptance by Lessor of such payment may not be construed to be a waiver of any rights by Lessor in connection with a default by Lessee under this Lease. If Lessee fails to obtain the insurance coverage required by this Lease, Lessor may, at its option, obtain such insurance for Lessee, and Lessee shall pay, as additional rent, the cost of all premiums thereon and all of Lessor's costs associated therewith.

ARTICLE 8 CONDEMNATION

8.1 Substantial Taking. If all or a substantial portion of the Leased Premises or a substantial portion of the Building of which the Leased Premises are a part (even though the Leased Premises are not taken) are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises or the Building of which the Leased Premises are a part for the purpose for which it is then being used, then Lessor and Lessee have the option to terminate this Lease and to abate the rent during the unexpired portion of this Lease effective on the date title or physical possession is taken by the condemning authority, whichever occurs first. All proceeds of any taking are the sole property of Lessor and Lessee agrees that Lessee is not entitled to any condemnation award or proceeds in lieu thereof that would reduce the amount of any award to Lessor.

8.2 Partial Taking. If a portion of the Leased Premises or a portion of the Building of which the Leased Premises are a part are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.01 above, Lessor shall at Lessor's sole risk and expense, restore and reconstruct the Building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable; provided, if the damages received by Lessor are insufficient to cover the costs of restoration, Lessor may terminate this Lease. The rent payable under this Lease during the unexpired portion of the term will be adjusted to such an extent as may be fair and reasonable under the circumstances. All proceeds of any taking are the sole property of Lessor and Lessee agrees that Lessee is not entitled to any condemnation award or proceeds in lieu thereof which would reduce the amount of any award to Lessor.

ARTICLE 9 ASSIGNMENT OR SUBLEASE

9.1 Lessor Assignment. Lessor may sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises. Any such sale, transfer or assignment will release Lessor from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer, provided that the transferee assumes the same.

9.2 Lessee Assignment. Except for an assignment to an Affiliate (defined below), Lessee shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation, if Lessee's voting securities are not traded on any national securities exchange, by transfer of more than a twenty five percent (25%) interest in Lessee in a single transaction or in a series of transactions, which transfer will be deemed an assignment) or mortgage or pledge the same or sublet the Leased Premises, in whole or in part, without the prior written consent of Lessor which consent may, in Lessor's reasonable discretion, be withheld, and in no event will any such assignment or sublease ever release Lessee or any guarantor from any obligation or liability hereunder. No assignee or sublessee of the Leased Premises or any portion thereof may assign or sublet the Leased Premises or any portion thereof. Notwithstanding the foregoing to the contrary, an Affiliate which is an assignee, may assign this Lease to another Affiliate of Lessee. As used in this Lease, an "Affiliate" means any subsidiary or parent of Lessee, any other entity that is a subsidiary of Lessee's parent, and any corporation into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets or stock of Lessee.

9.3 Conditions of Assignment. If Lessee desires to assign or sublet all or any part of the Leased Premises or grant any license, concession or other right of occupancy of any portion of the Leased Premises, it must so notify Lessor at least thirty days in advance of the date on which Lessee desires to make such assignment or sublease. Lessee must provide Lessor with a copy of the proposed assignment of sublease and such information as Lessor might reasonably request concerning the proposed sublessee or assignee to allow Lessor to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen days after Lessor's receipt of Lessee's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Lessor may, in its reasonable discretion, either: (i) cancel this Lease as to (a) the Leased Premises or (b) that portion thereof proposed to be assigned or sublet at Lessor's option; (ii) consent to the proposed assignment or sublease, pursuant to a Consent Agreement on a form approved by Lessor in its reasonable discretion, and, if the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto that relates to the subject space or this Lease) exceeds the rent payable under this Lease for such space plus all costs reasonably incurred by Lessee in negotiating the transaction and preparing the space for the assignee or sublessee, Lessee shall pay to Lessor 50% of all such excess rent and other excess consideration within ten days following receipt thereof by Lessee or (iii) refuse to consent to the proposed assignment or sublease, which refusal is deemed to have been exercised unless Lessor gives Lessee written notice providing otherwise. Upon the occurrence of an Event Of Default, if all or any part of the Leased Premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Lessee by reason of the assignment or sublease. Lessee agrees that any collection directly by Lessor from the assignee or sublessee is not intended to constitute a novation or a release of Lessee or any guarantor from the further performance of its obligations under this Lease. As a condition to Lessor's review of any assignment or sublease, Lessee must deliver to Lessor a non refundable fee of $500.00 to defer Lessor's administrative costs with respect thereto. In addition, all legal fees and expenses incurred by Lessor in connection with the review by Lessor of Lessee's requested assignment or sublease together with any legal fees and disbursements incurred in the preparation and/or review of any documentation required by the requested assignment or sublease, up to a maximum of an additional $500.00, are the responsibility of Lessee and must be paid by Lessee within live (5) days of demand for payment thereof.

9.4 Subordination. Lessee accepts this Lease subject and subordinate to any recorded mortgage or deed of trust lien presently existing or hereafter created upon the Building or project of which the Leased Premises are a part (provided, however, that any such mortgagee may, at any time, subordinate such mortgage, deed of trust or other lien to this Lease) and to all existing recorded restrictions, covenants, easements and agreements with respect to the Building and to any renewals thereof. Lessee agrees that this clause is self-operative and no further instrument of subordination is required to effect such subordination. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any first mortgage or deed of trust lien hereafter placed on the Leased Premises (provided Lessor obtains a non-disturbance agreement for the benefit of Lessee as required by the final sentence of this paragraph, from the lender of any such future first mortgage or deed of trust lien). Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require. If the interests of Lessor under this Lease are transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust lien on the Leased Premises, Lessee is bound to the transferee (sometimes called the "Purchaser") at the option of the Purchaser, under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Lessor under this Lease, and, if requested by the Purchaser, Lessee agrees to attorn to the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser, as its Lessor. Should Purchaser elect to maintain existence of this Lease, Lessee will not be entitled to any credits as against Purchaser any prepaid rents or offsets against or credits due from Lessor, except to the extent delivered by the Lessor to the Purchaser. Notwithstanding any provision of this Lease to the contrary: (i) the effectiveness of this Lease is conditioned upon the full execution of the subordination, non-disturbance and attornment agreement in the form attached hereto as Exhibit H, and (ii) Lessee's subordination or attornment to any purchaser or to any subsequently recorded mortgage or deed of trust is conditioned upon Lessee's receipt of a subordination, attornment and non-disturbance agreement executed by the purchaser or lender in a form that is reasonably acceptable to the Lessee.

9.5 Estoppel Certificates. Lessee agrees to furnish, from time to time, within ten (10) days after receipt of a request from Lessor, Lessor's mortgagee or any potential purchaser of the Building, a statement certifying, if correct (or certifying the applicable correct facts), the following: Lessee is in possession of the Leased Premises; the Leased Premises are acceptable; this Lease is in full force and effect; this Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor, Lessor's mortgagee or any potential purchaser. Lessee's failure to deliver such statement, in addition to being a default under this Lease, may be deemed to establish conclusively that this Lease is in full force and effect except as declared by Lessor, that Lessor is not in default of any of its obligations under this Lease and that Lessor has not received more than one month's rent in advance. Any notice and cure provisions set forth in any other part of this Lease does not apply to a default of this Section 9.05.

ARTICLE 10 INTENTIONALLY LEFT BLANK

ARTICLE 11 DEFAULT AND REMEDIES

11.1 Default by Lessee. The following are Events of Default by Lessee under this Lease:

(1) Lessee fails to pay, when due, any installment of rent or any other payment required pursuant to this Lease that remains unpaid more than five business days after the Lessee receives written notice from Lessor of the delinquency, provided that Lessor shall only be required to give Lessee two such notices in any twelve month period;

(2) [Intentionally left blank]

(3) Lessee fails to comply with any term, provision or covenant of this Lease, other than the payment of rent, which is not complied with within fifteen (15) business days after Lessee receives written notice from Lessor of the purported failure to comply; provided, however, that if the nature of the failure cannot reasonably be cured within the fifteen (15) business day period, an Event of Default will not be deemed to occur provided that Lessee commences the cure within the fifteen (15) business day period and diligently proceeds to complete the cure but in all events completes the cure within ninety (90) days of receiving notice from Lessor;

(4) Lessee or any guarantor of Lessee's obligations hereunder files a petition or is adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law, or admits that it cannot meet its financial obligations as they become due; or a receiver or trustee is appointed (and not removed within 60 days thereafter) for all or substantially all of the assets of Lessee or such guarantor; or Lessee or any guarantor of Lessee's obligations hereunder makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors; or

(5) Lessee does or permits to be done any act which results in a lien being filed against the Leased Premises or the Building, which is not removed within the time provided in Section 6.3.

11.2 Remedies for Lessee's Default. Upon the occurrence of any Event of Default set forth in this Lease, Lessor is entitled to pursue any and all rights permitted by equity and law (including statutory law, case law and otherwise), including without limitation, one or more of the remedies set forth herein to the extent permitted by applicable law without any notice or demand but in accordance with legal process.

(1) Without declaring this Lease terminated, Lessor may enter upon and take possession of the Leased Premises, by picking or changing locks if necessary and provided that it is permitted by law and without the use of force expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages (except for those caused by the gross negligence or willful misconduct of Lessor), and relet the Leased Premises on behalf of Lessee and receive the rent directly by reason of the reletting; provided however, that Lessor has no obligation to relet the Leased Premises so as to mitigate the amount for which Lessee is liable except to the extent required by law Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it in order to relet the Leased Premises, including, but not limited to, leasing commissions, lease incentives, remodeling and repair costs.

(2) Without declaring this Lease terminated, Lessor may enter upon the Leased Premises, by picking or changing locks if necessary and provided that it is allowed by law, without being liable for any claim for damages except those caused by Lessor's gross negligence or willful misconduct, and do whatever Lessee is obligated to do under the teems of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor will not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this Lease except as caused by the gross negligence or willful misconduct of Lessor.

(3) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent and without the use of force, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary and provided that it is allowed by law, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages except for Lessor's gross negligence or willful misconduct. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this Section, including without limitation, loss and damage due to the failure of Lessee to maintain and or repair the Leased Premises as required hereunder and/or due to the inability to relet the Leased Premises on terms reasonably satisfactory to Lessor or otherwise, and any commercially reasonable expenditures made by Lessor in order to relet the Leased Premises, including, but not limited to, leasing commissions, lease incentives, and remodeling and repair costs; provided however, that Lessor will have no obligation to relet the Leased Premises so as to mitigate the amount for which Lessee is liable. In addition, upon termination Lessor may collect from Lessee the value of all future rentals required to be paid under this Lease from the date Lessor terminates this Lease until the original termination date in accordance with applicable law. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Lessor only by mailing or delivering written notice of such termination to Lessee, and no other act or omission of Lessor constitutes a termination of this Lease.

(4) [INTENTIONALLY DELETED]

(5) If Lessor exercises any of its rights provided herein and Lessee subsequently cures such default, Lessor is entitled to receive a service charge of $500.00 from Lessee for its time and expense, in addition to any other amounts owed hereunder, prior to allowing the Lessee to reenter and reoccupy the Leased Premises.

(6) Lessor's pursuit of any remedy specified in this Lease will not constitute an election to pursue that remedy only, nor preclude Lessor from pursuing any other remedy available at law or in equity, nor constitute a forfeiture or waiver of any rent or other amount due to Lessor as described herein.

(7) Notwithstanding any provision of this Article 11 to the contrary, nothing herein may be construed to relieve the Lessor from its obligation to seek to mitigate its damages upon the occurrence of an Event of Default, but only to the extent required by law. In addition, the liability of Lessee to Lessor with respect to any Event of Default is limited to Lessor's actual direct, but not consequential, damages.

11.3 Lessor's Liability. The liability of Lessor to Lessee for any default by Lessor under the terms of this Lease is limited to Lessee's actual direct, but not consequential, damages therefor and is recoverable only from the interest of Lessor in the Building, and Lessor is not personally liable for any deficiency.

ARTICLE 12 [INTENTIONALLY LEFT BLANK]

ARTICLE 13 DEFINITIONS

13.1 Business Day. "Business Day" means Mondays through Fridays, excluding any days on which the United States Postal Service does not make regularly scheduled deliveries of first-class mail.

13.2 Building. "Building" as used in this Lease means the building described in Section 1.02, including the Leased Premises and the land upon which the Building is situated.

13.3 Commencement Date. "Commencement Date" is the date set forth in Section 1.03. The Commencement Date constitutes the commencement of the term of this Lease for all purposes, whether or not Lessee has actually taken possession.

13.4 Square Feet. "Square feet" or "square foot" as used in this Lease includes the area contained within the Leased Premises, measured in the manner required by this Lease.

ARTICLE 14 MISCELLANEOUS

14.1 Waiver.

(a) Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in commotion with an event of default, will not constitute a waiver of the default, but Lessor has the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in Article 11.00 or Article 12.00 above will not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided at law or in equity, nor will pursuit of any remedy constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Lessee agrees that failure by Lessor to enforce one or more of the remedies provided upon an Event of Default will not constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

(b) No act or thing done by Lessor or its agents during the term of this Lease may be deemed an acceptance of an attempted surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises will be valid unless made in writing and signed by Lessor. No reentry or taking possession of the Leased Premises by Lessor may be construed as an election on its part to terminate this Lease, unless a written notice of such intention, signed by Lessor, is given by Lessor to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous event of default. Lessee and Lessor agree that Lessor's acceptance of rent following an event of default hereunder will not constitute Lessor's waiver of such event of default. The failure of Lessor to enforce any of the Rules and Regulations described in Section 3.03 against Lessee or any other Lessee in the Building will not constitute a waiver of any such Rules and Regulations. No waiver of any provision of this Lease is effective against either party unless such waiver is in writing and signed by the party against whom the waiver is sought to be enforced. All rights granted to either party in this Lease are cumulative of every other right or remedy which Lessor may otherwise have at law or in equity, and the exercise of one or more rights or remedies does not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

14.2 Act of God. Except as otherwise provided in Section 1.3, Article 6, and Article 7, Lessor or Lessee is not required to perform any covenant or obligation in this Lease other than the payment of money, or be liable in damages to the other, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by Force Majeure or by the other party.

14.3 Attorney's Fees. If any legal proceeding is brought with respect to either party's rights or obligations under this Lease, the prevailing party agrees to pay the non-defaulting party's costs of collection, including reasonable attorney's fees for the services of the attorney.

14.4 Successors. This Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless will remain unimpaired and in full force and effect, and Lessee hereunder agrees to attorn to the then owner of the Leased Premises subject to Section 9.4.

14.5 Rent Tax. If applicable in the jurisdiction where the Leased Premises are situated, Lessee shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payment must be paid concurrently with the payment of the rent, additional rent, operating expenses or other charge upon which the tax is based as set forth above. Nothing in this paragraph may be construed to require Lessee to pay any of Lessor's income, estate or gift tax.

14.6 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any Section.

14.7 Notice. All rent and other payments required to be made by Lessee must be paid to Lessor at the address set forth in Section 1.6. All payments required to be made by Lessor to Lessee are payable to Lessee at the address set forth in Section 1.6 or at any other address within the United States as Lessee may specify from time to time by written notice. For purposes hereof, any notice or document required or permitted to be delivered by the terms of this Lease (other than delivery of rental payments) will be deemed to be delivered only upon the earlier of (i) actual receipt as evidenced by a written receipt or (ii) (whether or not actually received) three days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Section 1.6, or (iii) the date and time of transmission by facsimile and receipt of confirmation of successful transmission by the transmitting facsimile (provided, however, that any notice given by facsimile must be followed up by notice in one of the other manners set forth herein within five (5) days thereafter); or (iv) whether or not actually received, two business days after deposit of the notice with an overnight courier service of national standing, prepaid and with instructions for next business day delivery. Rental payments will be deemed received upon actual receipt only. Except as specifically set forth herein, in no event will notice by facsimile transmission be proper notice under the terms of this Lease.

14.8 Submission of Lease. Submission of this Lease to Lessee for signature does not constitute a reservation of space or an option or offer to lease. This Lease is not deemed effective until execution by and delivery to both Lessor and Lessee.

14.9 Representations, Warranties and Covenants of Lessee. Lessee and Lessor represent, warrant and covenant that to each other that it is now in a solvent condition; that no bankruptcy or insolvency proceedings are pending or contemplated by or against it; that all reports, statements and other data furnished to the other in connection with this Lease are true and correct in all material respects; that the execution and delivery of this Lease by Lessee does not contravene, result in a breach of, or constitute a default under any contract or agreement to which the party is a part or by which it may be bound and does not violate or contravene any law, order, decree, rule or regulation to which it is subject; and that there are no judicial or administrative actions, suits, or proceedings pending or threatened against or affecting it.

14.10 Corporate Authority. If Lessee executes this Lease as a corporation, Lessee represents and warrants that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the state in which the Leased Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. Lessee shall additionally deliver (i) a corporate resolution authorizing execution of this Lease and confirming the authority of those persons executing this Lease, (ii) certified Articles of Incorporation and (iii) a certificate of existence and good standing from the State of Colorado or if Lessee is not incorporated in Colorado, a certificate of existence and good standing from Lessee's state of incorporation and a certificate evidencing Lessee's authority to do business in the State of Colorado.

14.11 Partnership Authority. If Lessee executes this Lease as a general or limited partnership, Lessee represents and warrants that Lessee is a duly authorized and existing partnership, that, if applicable, Lessee is qualified to do business in the state where the Leased Premises are located, that the partnership has full right and authority to enter into this Lease, and that each person signing on behalf of the partnership is authorized to do so. Lessee must additionally deliver a copy of its partnership agreement, and if a limited Partnership, a copy of its certificate of limited partnership. The party executing this Lease on behalf of Lessee, if a corporate managing general partner or general partner, must additionally deliver (a) a corporate resolution authorizing execution of this Lease and confirming the authority of those executing this Lease, (b) certified Articles of Incorporation, (c) a certificate of existence and good standing from the State of Colorado or if such party is not incorporated in Colorado, a certificate of existence and good standing from such party's state of incorporation, and (d) a certificate evidencing such party's authority to do business in the State of Colorado.

14.12 Severability. If any provision of this Lease or the application thereof to any person or circumstance is ever determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, Lessor and Lessee agree that the remainder of this Lease and the application of such provisions to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.

14.13 Lessor's Liability. If Lessor is in default under this Lease and, if as a consequence of such default, Lessee recovers a money judgment against Lessor, such judgment may be satisfied only out of the right, title and interest of Lessor in the Leased Premises as the same may then be encumbered and neither Lessor nor any person or entity comprising Lessor has any liability for any deficiency. In no event does Lessee have the right to levy execution against any property of Lessor nor any person or entity comprising Lessor other than its interest in the Leased Premises as herein expressly provided.

14.14 Notice to Mortgagees. Provided that Lessee has received prior written notice of the name and address of such lender, Lessee shall serve written notice of any claimed default or breach by Lessor under this Lease upon any lender which is a beneficiary under any deed of trust or mortgage against the Leased Premises, and no notice to Lessor is effective against Lessor unless such notice is served upon said lender; notwithstanding anything to the contrary contained herein, Lessee shall allow such lender the same period following lender's receipt of such notice to cure such default or breach as is afforded Lessor.

14.15 No Recordation. Lessee may not record this Lease or a memorandum hereof.

14.16 Counterparts. This Lease may be executed in two (2) or more counterparts, and it is not necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart may be deemed an original, but all such counterparts taken together constitute but one and the same instrument.

14.17 Governing Law. THIS LEASE IS INTENDED BY THE PARTIES TO BE GOVERNED BY, AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO AND THE LAWS OF THE UNITED STATES OF AMERICA AS APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF COLORADO.

14.18 Broker. Lessee represents and warrants that Lessee has dealt with no broker except for Ryan Stout and Tim Harrington of Grubb & Ellis ("Broker") the broker which has been identified to Lessor, and that, insofar as Lessee knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Lessor agrees to indemnify and hold harmless Lessee from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessor. Lessee agrees to indemnify and hold harmless Lessor from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessee, other than Broker, who will be paid under a separate agreement with Lessor.

14.19 Publication. Lessee hereby agrees that Lessor has the right, but not the obligation, at no cost to Lessee, to publicize and/or advertise the execution of this Lease and the related transaction.

14.20 CCPA Waiver. LESSEE WAIVES ITS RIGHTS UNDER THE COLORADO CONSUMER PROTECTION ACT, C.R.S. 6-1-101, ET SEQ., A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

14.21 Construction of Lease. Lessee declares that Lessee has read and understands all parts of this Lease, including all printed parts hereof. It is agreed that, in the construction and interpretation of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same shall not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease. Wherever in this Lease provision is made for liquidated damages, it is because the parties hereto acknowledge and agree that the determination of actual damages (of which such liquidated damages are in lieu) is speculative and difficult to determine; the parties agree that liquidated damages herein are not a penalty.

14.22 Financial Statements. Lessee acknowledges that it has provided Lessor with its financial statement(s) as a primary inducement to Lessor's agreement to lease the Leased Premises to Lessee, and that Lessor has relied on the accuracy of said financial statement(s) in entering into this Lease. Lessee represents and warrants that the information contained in said financial statement(s) is true, complete and correct in all material aspects, and agrees that the foregoing representations are conditions to all of Lessor's obligations under this Lease.

At the request of Lessor (only upon, the sale or refinancing of the Building, or upon any extension or renewal hereof), Lessee shall, not later than thirty (30) days following such request, furnish to Lessor a financial statement of Lessee as of the end of the prior fiscal year accompanied by a statement of income and expense for the year then ended, together with a certificate of the chief financial officer, owner or partner of Lessee to the effect that the financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Lessee as of and for the periods covered except for year-end adjustments that could be made as part of an audit of the financial statements. Lessor agrees to maintain all of the foregoing financial statements as confidential information and will not disclose the same except to a bonafide, proposed lender or purchaser of the project, and then only for the purposes of evaluating the Lessee's financial condition in light of the proposed transaction. Nothing in this paragraph may be construed to require Lessee to prepare audited financial statements for any period of time.

14.23 Time of Essence. With respect to all required acts of each party, time is of the essence of this Lease.

14.24 Joint and Several Liability. If there is more than one Lessee, the obligations hereunder imposed upon Lessee are joint and several. If there is a guarantor(s) of Lessee's obligations hereunder, the obligations of Lessee are joint and several obligations of Lessee and each such guarantor, and Lessor need not first proceed against Lessee hereunder before proceeding against each such guarantor, nor will any such guarantor be released from its guarantee for any reason whatsoever, including, without limitation, any amendment of this Lease, any forbearance by Lessor or Waiver of any of Lessor's rights, the failure to give Lessee or any such guarantor any notices, or the release of any party liable for the payment or performance of any of Lessee's obligations hereunder.

14.25 Building Name and Address. Lessor reserves the right at any time to change the name by which the Building is designated, and Lessor has no obligation or liability whatsoever for costs or expenses incurred by Lessee as a result of such name change.

14.26 Taxes and Lessee's Property. Lessee is solely liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Lessee in the Leased Premises. If any such taxes for which Lessee is liable are levied or assessed against Lessor or Lessor's property and if Lessor elects to pay the same or if the assessed value of Lessor's property is increased by inclusion of personal property, furniture or fixtures placed by Lessee in the Leased Premises, and Lessor elects to pay the taxes based on such increase, Lessee shall pay Lessor upon demand that part of such taxes for which Lessee is primarily liable hereunder.

14.27 Constructive Eviction. Lessee is not be entitled to claim a constructive eviction from the Leased Premises unless Lessee has first notified Lessor in writing of the condition giving rise thereto, and, if the complaints are justified, unless Lessor has failed to remedy such conditions within a reasonable time after receipt of said notice.

ARTICLE 15 AMENDMENT AND LIMITATION OF WARRANTIES

15.1 Entire Agreement. IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE

AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE.

15.2 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LESSOR AND LESSEE.

15.3 Limitation of Warranties. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

15.4 Waiver of Jury Trial. LESSEE HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS LEASE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LESSEE, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LESSOR IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY LESSEE.

ARTICLE 16 OTHER PROVISIONS

16.1 Americans with Disabilities.

(a) Lessor shall be responsible for compliance with Title III of the Americans With Disabilities Act (“ADA”) with respect to the shell and core of the Leased Premises and the shell, core, and Common and parking Areas of the Building and project.

(b) Lessee shall, at Lessee’s sole cost and expense, be responsible, for any alterations, modifications or improvements to the Premises, and the acquisition of any auxiliary aids, required under the ADA, including all alterations, modifications or improvements required: (1) as a result of Lessee (or any subtenant, assignee or concessionaire) being a Public Accommodation (as defined in the ADA); (2) as a result of the Premises being a Commercial Facility (as defined in the ADA); (3) as a result of any leasehold improvements made to the Leased Premises by, or on behalf of, Lessee or any subtenant, assignee or concessionaire (whether or not Lessor’s consent to such leasehold improvements was obtained) including the initial Lessee Improvements; or (4) as a result of the employment by Lessee (or any subtenant, assignee or concessionaire) of any individual with a disability.

(c) With respect to the use restrictions set forth in this Lease, and the restrictions on assignments and subletting set forth in this Lease, it is hereby specifically understood and agreed that Lessor shall have no obligation to consent to, or permit, a use of the Leased Premises, or an assignment of the Lease or a sublease of the Leased Premises (collectively herein a “Use Change”) if such Use Change would require the making of any alterations, modifications or improvements to the Leased Premises or the Common Areas, of the acquisition of any auxiliary aids, required under the ADA, unless Lessee performs all such acts and satisfies Lessor’s requirements for financial responsibility for the costs of such compliance (which may include, by way of example, posting of a completion bond, or establishment of an escrow account).

16.2 List of Exhibits. All exhibits and attachment hereto are incorporated herein by this reference.

Exhibit A	-	Depiction of Leased Premises
Exhibit B	-	Legal Description of Land
Exhibit C	-	Building Rules and Regulations
Exhibit D	-	Rent Abatement Provisions
Exhibit E	-	Renewal Option
Exhibit F	-	Expansion Option
Exhibit G	-	Right of First Refusal
Exhibit H	-	Subordination, Attornment and Nondisturbance Agreement
Exhibit I	-	Base Building Improvements

16.3 Back-up Generator. Lessee shall have the right to install a back-up generator on a generator pad site, which location shall be mutually agreed upon by Lessee and Lessor within ten business days after Lessee notifies Lessor that it wishes to begin the installation. The cost of acquiring, installing, and maintaining Lessee’s back-up generator shall be borne by the Lessee. The generator and all associated equipment will remain the property of Lessee and Lessee will be allowed to remove the generator and all associated equipment at Lessee’s sole cost and expense at the termination of Lessee’s tenancy, provided Lessee shall repair at its sole cost any damage related to the removal of said equipment. Lessee shall be responsible for obtaining all necessary permits, approvals and consents required to install and maintain said back-up generator. Subject to Section 7.4, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all loss, claim, suit, damages or the like in any way whatsoever related to said back-up generator.

16.4 Shell and Core. The shell and core of the Building has been completed by Lessor and includes the base building improvements listed on Exhibit I attached hereto and incorporated herein by this reference.

ARTICLE 17 SIGNATURES

Signed this 1st day of May, 2003.

LESSOR:

TODAY DENVER TECHNOLOGY PARK, L.P.,
a Texas limited partnership

By: Today Denver Technology Park GP, Inc.,
a Texas corporation,
its general partner

By: /s/ […***…]

LESSEE:

LUZENAC AMERICA, INC.
a Delaware corporation

By: /s/ […***…]

LESSEE ACKNOWLEDGES THAT THIS LEASE INCLUDES THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTIONS 3.1, 3.6, 7.5 AND 14.18 HEREOF.

*** Confidential Treatment Requested**

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“First Amendment” or “Amendment”) is executed as of the 1st day of September, 2003, by and between TODAY DENVER TECHNOLOGY PARK, L.P., a Texas limited partnership (“Landlord”), and LUZENAC AMERICA, INC., a Delaware corporation (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated April 29, 2003, for the lease of Suite 310, located at 345 Inverness Drive South, Building C, Englewood, Colorado 80112 (the “Building”) (the “Existing Lease”); and

WHEREAS, the actual square footage for the Leased Premises has been determined and in accordance with the provisions contained in Section 1.2 of the Existing Lease, this Amendment is being entered into by Landlord and Tenant; and

WHEREAS, Tenant and Landlord wish to modify certain other terms and provisions of the Existing Lease as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby amend the Existing Lease as follows:

1. Definitions. All capitalized terms used herein shall have the same meaning as set forth in the Existing Lease, unless otherwise defined herein. The Existing Lease, together with this First Amendment, are hereinafter referred to collectively as the “Lease”.

2. Leased Premises Square Footage. Landlord and Tenant hereby agree and acknowledge that the Leased Premises contain 29,865 rentable square feet, more or less, which Leased Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

3. Improvement Allowance. The Improvement Allowance is the lesser of (i) $1,097,538.75 ($36.75 per rentable square foot x 29,865 rentable square feet = $1,097,538.75) or (ii) the actual cost of all items for which the Improvement Allowance is payable under the Lease.

4. Base Rent. Subject to the rent abatement provided for in Exhibit D of the Existing Lease, the Base Rent payable from Tenant to the Landlord for the Leased Premises throughout the Lease Term shall be as follows:

Month of Term	Annual Base Rent Rate/SF	Monthly Base Rent	*
1-12			
13-24			
25-36			
37-48			
49-60	[…***…]		
61-72			
73-84			
85-96			
97-108			
109-120			

*** Confidential Treatment Requested**

5. Electrical Usage. Tenant acknowledges that pursuant to the Existing Lease, Tenant has available 19.0 watts per rentable square foot. Landlord hereby grants Tenant the right to use in excess of 19.0 watts per rentable square foot. However, if a Future Tenant ("Future Tenant") that leases currently vacant space in Building C requires up to 19.0 watts per rentable square foot, and such electrical usage of said future tenant requires an upgrade of the Building C electrical equipment due to Tenant using in excess of the allotted 19.0 watts per rentable square foot in the Premises, then Landlord shall make the required upgrades to the Building C electrical equipment at Tenant's sole cost and expense, provided Tenant shall only be responsible for the cost and expense incurred to upgrade the electrical equipment to provide the Future Tenant 19.0 watts per rentable square foot. Landlord will give Tenant at least thirty days written notice of the need to perform the upgrade and will cooperate with Tenant to accomplish the upgrade for a reasonable cost. Tenant shall pay Landlord for all costs and expenses incurred in connection with such required electrical upgrades within thirty (30) days of Tenant being invoiced for the same by Landlord.

6. Broker. Landlord and Tenant each hereby warrant and represent to the other that it has not dealt with any real estate broker or salesperson under circumstances which would entitle such other broker or salesperson to payment of a commission or fee in connection with this Amendment except for the commission payable to the Broker defined in Section 14.18 of the Existing Lease, based upon the number of rentable square feet defined in this Amendment. Each party agrees that should any claim be made for brokerage commissions or finder's fee by any other broker or finder through or on account of any acts of said party or its representatives, said party will indemnify the other and agree to hold the other harmless from and against any and all loss, liability, cost, damage and expense, including reasonable attorneys' fees in connection therewith.

7. Validity of Lease. The parties acknowledge that the Lease is a valid and enforceable agreement and neither party claims that the other party has defaulted under any of its obligations thereunder.

8. Conflict. In the event of any conflict or inconsistency between the terms of the Existing Lease and the terms of this Amendment, the terms of this Amendment shall govern and control. In all other respects, the terms and provisions of the Existing Lease are hereby republished, ratified and reaffirmed in their entirety.

*** Confidential Treatment Requested**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first written above.

LANDLORD:

TODAY DENVER TECHNOLOGY PARK, L.P.,
a Texas limited partnership

By: Today Denver Technology Park GP, Inc., a Texas corporation its general Partner

By: ______________________
[…***…]

Date: ______________________

TENANT:

LUZENAC AMERICA, INC., a Delaware corporation

By: /s/ […***…]

Date: September 8, 2003

*** Confidential Treatment Requested**

CERTIFICATE OF ACCEPTANCE

Building: **345 Inverness**

Landlord: **Today Denver Technology Park, L.P.**

Tenant: **Luzenac America, Inc.**

This certificate is being executed pursuant to the Lease (the "Lease") for Premises ("Premises") in the Building named above, executed on the 1st day of May, 2003, between Landlord and Tenant.

Tenant certifies to and agrees with Landlord and Landlord's successors, assigns, prospective purchasers and prospective lenders that:

1. Landlord has substantially completed all construction work and leasehold improvements required of Landlord under the terms of the Lease and/or any other agreement between Landlord and Tenant concerning the Premises, and the Premises have been delivered to Tenant in the condition contemplated by Tenant.

2 Tenant has taken possession of and has accepted the Premises, and the Minimum Rent additional rent and/or other charges payable under the Lease are presently accruing in accordance with the terms of the Lease or if not, will commence to accrue on the 15th day of August, 2003.

3. There are no offsets or credits against rentals, nor have rentals been prepaid except as may be provided in the Lease, but in no event have rentals been prepaid more than thirty (30) days in advance.

4. The Lease Term will commence on the 15th day August, 2003 and will expire on the 31st day of August, 2013 unless sooner terminated or extended pursuant to any provision of the Lease.

Certified and Agreed this 28th day of October, 2003

Tenant: /s/ […***…]

* **Confidential Treatment Requested**

LEASE ADDENDUM

REFERENCE IS MADE to that certain Commercial Lease Agreement dated April 29, 2003 ("Lease") between Today Realty Advisors, Inc., on behalf of Today Denver Technology Park, L. P. ("Landlord") and Luzenac America, Inc. ("Tenant") for certain premises described as 345 Inverness Drive South, Bldg C, Suite 310, Englewood, Colorado 75063 ("the Leased Premises").

WHEREAS, the Tenant has requested the right to temporarily occupy (in addition to the Leased Premises) certain unfinished and unoccupied lease space (the "Additional Space") described in more detail below, that is contiguous to the Leased Premises for the limited purposes of storage of Tenant's merchandise and equipment only; and

WHEREAS, the Landlord has consented to such temporary occupancy by Tenant on a month-to-month basis, so long as the Tenant is in full and complete compliance with all terms and conditions of the lease including this Lease Addendum; and

WHEREAS. The parties hereto desire to amend and supplement the Lease as specifically set forth herein;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and for other good and valuable consideration, the parties hereto do agree as follows:

This Addendum is entered into and made effective for the purposes the 1st day of Apri1, 2004.

1. **Premises:** Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the adjacent Additional Space more particularly outlined on the floor plan attached as Exhibit "A".

2. **Term:** The term of this lease addendum shall be strictly "month-to-month". This Lease Addendum may be terminated by either party with 48 hours notice. Commencement date shall be April 1, 2004.

3. **Rent:** Additional rent in connection Tenant's occupancy of the additional Space shall be $300.00 per month payable in advance on the 1st day of each month during the term of this Lease Addendum.

4. **No Bailment:** Landlord is not and by this Lease Addendum does not become a bailee of Tenant's property and Landlord does not accept control, custody, or assume any responsibility for the care of Tenant's property.

5. **Landlord's Right to Enter:** Landlord shall have the right to enter the Additional Space in the event of emergency, to inspect or perform necessary service, and to show to prospective Tenant's.

6. **Use:** Tenant shall use the Additional Space for temporary storage only and shall not use or occupy the Additional Space as, a mailing address as a place in which to transact ordinary business, invite customers or any other impermissible or unlawful purpose. Tenant shall not store highly inflammable or hazardous materials or goods, explosives, perishables foodstuffs, contraband, live animals, or materials or goods which emit noxious or offensive odors.

7. **Risk of Loss:** Tenant bears all risks of loss to the personal property stored in Tenant, in the Additional Space regardless of how the loss is caused.

8. **Sublet/Assignment:** Tenant shall not assign or sublet the Additional Space or this Lease Addendum without the prior written consent of Landlord.

9. **Governing Law:** This Lease Addendum shall be governed by the laws of the State of Texas and is specifically performable in Dallas County, Texas.

10. **Notices:** Any notices given or required in connecting with this Lease Addendum shall be made upon either party hereto by mailing such notice via United States Mail, postage prepaid to such party's address set forth below.

11. **<u>Incorporation and Ratification</u>:** Except as otherwise specifically provided herein, all other terms and condition's set forth in the Lease shall apply to and are hereby incorporated into this Lease Addendum as if fully set forth at length. The parties hereto reaffirm and ratify the terms and conditions of the Lease and this Lease Addendum.

EXECUTED as of the date first above written.

Landlord:
Today Denver Technology Park, L.P.

By: /s/ […***…]

Address: ______________________

____

Tenant:
Luzenac America, Inc.

By: /s/ [.***.]

____

Address: 345 Inverness Drive S., Suite 310
Centennial, CO 80112

*** Confidential Treatment Requested**

Exhibit 10.8

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

EXECUTION COPY

FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

This First Amended and Restated Limited Liability Company Agreement (this "***Agreement***") of Gevo Development, LLC ("***Development***"), dated as of August 5, 2010 (the "***Effective Date***"), is made by and among the Members and Development. Capitalized terms used in this Agreement, but not otherwise defined, will have the meanings set forth in Exhibit A.

Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made in this Agreement, and in consideration of the representations, warranties and covenants contained herein, each Party agrees as follows:

Article I
Organization

1.1 Formation. Development has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "***Formation Certificate***") with the Secretary of State of the State of Delaware pursuant to the Act. The Members agree that this Agreement (a) constitutes the "limited liability company agreement" of Development within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date and (c) will govern the rights, duties and obligations of the Parties, except as otherwise expressly required by the Act.

1.2 Name. The name of Development is as set forth in the Formation Certificate, and all business must be conducted in that name or such other names that comply with applicable Law as the Board, without Member approval, may select from time to time.

1.3 Registered Office and Agent; Principal and Other Offices. The registered office of Development required by the Act to be maintained in the State of Delaware will be the office of the initial registered agent named in the Formation Certificate or such other office (which need not be a place of business of Development) as the Board may designate from time to time, without Member approval, in the manner provided by Law. The registered agent of Development in the State of Delaware will be the initial registered agent named in the Formation Certificate or such other Person or Persons as the Board may designate from time to time, without Member approval, in the manner provided by Law. The principal office of Development in the United States will be at such place or places as the Board may designate from time to time, without Member approval, which need not be in the State of Delaware. Development may have such other offices as the Board may designate from time to time, without Member approval.

1.4 Purpose. The purpose of Development is the transaction of any and all lawful business for which limited liability companies may be organized under the Act.

1.5 Foreign Qualification. Prior to conducting business in any jurisdiction other than Delaware, Development will comply (to the extent procedures are available and reasonably within Development's control) with all requirements necessary to qualify Development as a foreign limited liability company, and (if necessary) keep Development in good standing, in that jurisdiction.

1.6 Term. Subject to Article X, the term of Development will be perpetual.

Article II
Members; Parties; Membership Interests; Representations; Transfers of Interests

2.1 Initial Members. The initial Members of Development are the Persons executing this Agreement as of the Effective Date in such capacity, each of which is admitted to Development as a Member effective contemporaneously with the execution by such Person of this Agreement.

2.2 Membership Interests.

(a) *Two classes of Membership Interests*. Development will designate two classes of equity interests: Class A Interests and Class B Interests. Each class of Membership Interests will have the following rights, preferences, and limitations.

(i) Class A Interests will be issued in exchange for all current and future Capital Contributions, the value of which will be established by the Board in accordance with the terms of this Agreement. Each of the (A) Allocation Percentage for the Class A Interests (Exhibit B—column C, row 1), (B) Distribution Percentage for the Class A Interests (Exhibit B—column D, row 1), and (C) Voting Percentage for the Class A Interests (Exhibit B—column E, row 1) will be subject to dilution and will be adjusted from time-to-time to account for any future Capital Contributions.

(ii) CDP will be the only Class B Party and no additional Class B Interests will be issued. Each of the (A) Allocation Percentage for the Class B Interests (Exhibit B—column C, row 4), (B) Distribution Percentage for the Class B Interests (Exhibit B—column D, row 4) and (C) Voting Percentage for the Class B Interests (Exhibit B—column E, row 4) will be non-dilutable and will not be adjusted at any time for any reason.

(b) *Ownership*. Each Party's ownership in Development is as set forth in Exhibit B, as amended from time to time in accordance with the terms of this Agreement.

(c) *Tag-along right in favor of the Class B Interests*.

(i) In the event any Party holding a Class A Interest proposes to Transfer ten percent (10%) or more of the Class A Interest (in a single transaction or a series of related transactions) held by such Party (a "***Selling Class A Party***"), other than to an Affiliate of such Selling Class A Party in accordance with the terms of this Agreement, the Class B Party will have the right (a "***Tag-Along Right***") to include in such Transfer up to that amount of Allocation Percentage held by such Class B Party equal to the product obtained by multiplying (A) the total Allocation Percentage proposed to be transferred by the Selling Class A Party in such Transfer by (B) the Allocation Percentage then held by such Class B Party, for the greatest consideration on an Allocation Percentage basis and otherwise on the best terms by which any Selling Class A Party Transfers its Class A Interests in such Transfer.

(ii) The Selling Class A Party will give written notice to the Class B Party not less than 15 days prior to such proposed Transfer providing a summary of the material terms of the proposed Transfer and advising the Class B Party of its Tag-Along Right (the ***"Notice of Proposed Sale"***), together with a copy of any term sheet or definitive documents governing such proposed Transfer. The Class B Party may exercise its Tag-Along Right by proving written notice to the Selling Class A Party within 15 days following receipt of the Notice of Proposed Sale stating the amount of Allocation Percentage that it wishes to Transfer, up to that Allocation Percentage calculated in accordance with subsection (i) above (the ***"Tag-Along Notice"***). To the extent that the Class B Party exercises its Tag-Along Right in accordance with the terms of this subsection (ii), the Allocation Percentage that the Selling Class A Party may sell in the Transfer shall be correspondingly reduced. If the prospective purchaser or purchasers of the Membership Interests declines to purchase the aggregate Allocation Percentage sought to be Transferred by the Selling Class A Party and the Class B Party, then the Selling Class A Party and the Class B Party will agree to reduce the Allocation Percentage of each participating party to be included in such Transfer on a proportionate basis that preserves the relative ratio of such participating parties. If the Class B Party elects to participate in the Transfer pursuant to this subsection (ii), it shall be obligated to effect its participation in the Transfer by promptly delivering to the Selling Class A Party for transfer to the prospective purchaser one or more certificates representing the Allocation Percentage to be transferred by such Class B Party in such Transfer, as specified in the Tag-Along Notice (as such number may be reduced pursuant to the immediately preceding sentence), properly endorsed for transfer. The LLC Certificate(s) that the Class B Party delivers to the Selling Class A Party pursuant to the preceding sentence shall be transferred to the prospective purchaser in connection with the consummation of the Transfer for the greatest consideration and upon the best terms by which any Selling Class A Party Transfers its Class A Interests to the purchaser, such obligation to be conditioned upon and contemporaneous with completion of the Transfer to the purchaser.

(iii) To the extent that the Class B Party does not elect to participate in the Transfer subject to the Notice of Proposed Sale, the Selling Class A Party may enter into an agreement providing for the closing of the Transfer of the Allocation Percentage covered by the Notice of Proposed Sale on the terms specified in the Notice of Proposed Sale.

(d) *Drag-along right.*

(i) Notwithstanding any other provision contained in this Agreement, if at any time the Board shall approve a Change in Control of Development, specifying that this subsection (e) shall apply, then Development shall provide written notice of such approval (the ***"Drag Along Notice"***) to the Class B Party, and the Class B Party hereby agrees:

(A) if such transaction requires the approval of the Members, to vote (in person, by proxy or by action by written consent, as applicable), with respect to all Membership Interests that such Class B Party owns or over which such Class B Party otherwise exercises voting power, in favor of such Change in Control and, if directed by the Board, to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of Development to consummate such Change in Control;

(B) if such Change in Control is structured as a sale of Membership Interests, to sell the same proportion of Membership Interests beneficially held by such Class B Party as is being sold by the Class A Party to the person or entity to whom the Class A Party proposes to sell its Membership Interests, on the same terms and conditions as the Class A Party;

(C) to execute and deliver all related documentation and take such other action in support of the Change in Control as shall reasonably be requested by the Board in order to carry out the terms and provisions of this subsection (e), including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, LLC Certificates duly endorsed for transfer (free and clear of impermissible liens, claims, and encumbrances), and any similar or related documents;

(D) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Change in Control; and

(E) that the proxy granted pursuant to subsection (iv) below shall become exercisable automatically by the Proxy Holder without any further action on the part of such Class B Party.

(ii) Each Drag-Along Notice required by subsection (e)(i) above shall include reasonable details of the Change in Control including, the following: (A) the proposed time and place of the closing of the Change in Control; and (B) the substantive terms and conditions of the Change in Control including (1) the purchase price and terms of payment, (2) the identity of the purchaser, and (3) a copy of any term sheet or definitive documents governing such Change of Control.

(iii) Notwithstanding the foregoing, the Class B Party will not be required to comply with this subsection (e) in connection with any specific Change in Control (the "***Proposed Change in Control***") unless:

(A) the Class B Party shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Change in Control, other than Development;

(B) the liability for indemnification, if any, of such Class B Party in the Proposed Change in Control and for the inaccuracy of any representations and warranties made by Development in connection with such Proposed Change in Control, is several and not joint with any other Person, and is pro rata in accordance with the portion of the proceeds received by such Class B Party in the Change in Control;

(C) liability shall be limited to the amount of consideration actually paid to such Class B Party in connection with such Proposed Change in Control, except with respect to (1) representations and warranties of such Class B Party related to authority, ownership of the Membership Interests held by such Class B Party and the ability to convey title to such Membership Interests, (2) any covenants made by such Class B Party with respect to confidentiality or voting related to the Proposed Change in Control, or (3) claims related to fraud or willful breach by such Class B Party, the liability for which need not be limited; and

(D) the Proposed Change of Control provides for the Class B Party receiving the greatest consideration on an Allocation Percentage basis and otherwise on the best terms by which any Class A Party receives in such Proposed Change of Control.

(iv) As security for the performance of the Class B Party's obligations pursuant to this subsection (e), the Class B Party hereby grants to the Class A Party (the ***"Proxy Holder"***), with full power of substitution and resubstitution, exercisable automatically upon receipt of Board approval of a Change in Control subject to a Drag Along Notice, an irrevocable proxy to vote all Membership Interests held by such Class B Party, at all meetings of the Members held after the date of this Agreement with respect to a Change in Control subject to a Drag Along Notice, or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Proxy Holder, with full power of substitution and resubstitution, as the Class B Party's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the Members taken after the date of this Agreement, in either case in connection with matters directly related to a Change in Control subject to a Drag Along Notice. This proxy shall be deemed to be coupled with an interest and shall be irrevocable.

(e) *Forfeiture of Class B Interests*. The Class B Interests will be immediately forfeited by the Class B Party, without consideration, and the Class B Party will be obligated to promptly deliver one or more LLC Certificates representing its Class B Interests to Development for cancellation if (i) upon the occurrence of a Gevo Termination Event, neither Gevo, Development nor any Subsidiary of Development owns a Project Production Facility (as defined in the Commercialization Agreement) or (ii) Gevo, Development or a Subsidiary of Development has not successfully completed the retrofit of the first Project Production Facility (as defined in the Commercialization Agreement) on or before December 31, 2011.

2.3 <u>Representations and Warranties</u>. Each Party hereby represents and warrants to Development and each other Party that the statements in this <u>Section 2.3</u> are correct and complete as of the date such Party becomes party to this Agreement.

(a) *Organization*. Such Party is an entity duly created, formed or organized, validly existing, and in good standing under the Laws of the jurisdiction of its creation, formation, or organization. There is no pending or, to such Party's knowledge, threatened action or proceeding for the dissolution, liquidation, insolvency, or rehabilitation of such Party.

(b) *Power and authorization*. Such Party has the entity power and authority to execute and deliver this Agreement and to perform and consummate the transactions contemplated herein. Such Party has taken all corporate actions necessary to authorize the execution and delivery of this Agreement, the performance of such Party's obligations hereunder, and the consummation of the transactions contemplated herein. This Agreement has been duly authorized, executed, and delivered by such Party, and is a valid and binding obligation enforceable against such Party in accordance with the terms hereof, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium, or other Laws relating to or affecting the rights of creditors, and general principles of equity.

(c) *No violation*. The execution and the delivery of this Agreement by such Party and the performance and consummation of the transactions contemplated herein by such Party will not (i) breach any Law or Order to which such Party is subject or any provision of its organizational documents, (ii) breach any contract, Order, or permit to which such Party is a party or by which such Party is bound or to which any of such Party's assets are subject, or (iii) require the consent or approval of any Person.

(d) *Accredited investor*. Such Party: (i) is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; (ii) has sufficient knowledge and experience in evaluating and investing in companies similar to Development in terms of Development's stage of development so as to be able to evaluate the risks and merits of its investment in Development and it is able financially to bear the risks thereof; (iii) has received or has had full access to all the information it has requested and considers necessary or appropriate to make an informed investment decision with respect to the Membership Interest to be acquired by such Party; (iv) is acquiring such Membership Interest for its own account for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act; (v) has made its own independent inquiry into and an independent judgment concerning, Development and such Membership Interest; (vi) understands that such Membership Interest has not been registered under the Securities Act; and (vii) understands and agrees that such Membership Interest may not be sold, pledged, hypothecated or otherwise transferred except in accordance with the terms of this Agreement and pursuant to an applicable exemption from registration under the Securities Act and other applicable securities Laws.

2.4 Restrictions on the Transfer of a Membership Interest. The Class A Interests may be Transferred only in accordance with applicable Law and the terms of this Agreement. The Class B Interests shall not be transferrable, other than (a) to Gevo or another Member or (b) pursuant to the provisions of Section 2.2(c), (d), and (e) of this Agreement. Any purported Transfer in breach of the terms of this Agreement will be null and void ab initio, and Development will not recognize any such prohibited Transfer.

2.5 Transfer Restrictions. Notwithstanding anything to the contrary contained herein, no Person will Transfer any rights or obligations arising out of or relating to this Agreement, a Membership Interest, or any interest herein or therein: (a) except pursuant to an applicable exemption from registration under the Securities Act and other applicable securities Laws; (b) if such Transfer would likely result in the violation of the Act, the Securities Act, or any other applicable Law; or (c) if such Transfer (including the taking of any action, filing, election, or other action which could result in a deemed Transfer), either considered alone or aggregated with prior Transfers, could reasonably be expected to result in the termination of Development for federal income tax purposes or result in Development being taxed as a corporation or otherwise being taxed as an entity for federal income tax purposes.

2.6 Effect of Permitted Transfers to Non-Members.

(a) *Rights to allocations and distributions; no right to be Substituted Member*. Except as otherwise provided in this Agreement or by applicable Law and only upon delivery of a commitment by a Transferee (acceptable in form and substance to the Board) to be bound by all the terms and conditions of this Agreement as then in effect, a Transfer of a Membership Interest to a non-Member will be effective only to give the Transferee the right to receive the share of allocations and distributions to which the Transferor would otherwise be entitled, and no non-Member Transferee of a Membership Interest will have the right to become a Substituted Member.

(b) *Rights of Transferor and Transferee*. Unless and until a non-Member Transferee is admitted as a Substituted Member in accordance with the terms of this Agreement, (i) the Transferee will have no right to exercise any of the powers, rights and privileges of a Member hereunder other than to receive its share of allocations and distributions and (ii) the Transferor will cease to be a Member with respect to such Membership Interest upon Transfer of such Membership Interest and thereafter will have no further powers, rights and privileges as a Member hereunder with respect to such Membership Interest (to the extent so Transferred), but will, unless otherwise relieved of such obligations by unanimous written agreement of all the other Members, remain liable for all obligations and duties as a Member with respect to such Membership Interest; provided, however, that if the Transferee reconveys such Membership Interest to such Transferor within ten days after the Transferor becomes aware that the Transferee will not become a Substituted Member, the Transferor once again will be entitled to all of the powers, rights, and privileges of a Member hereunder.

(c) *Agreement to be bound*. Notwithstanding anything to the contrary contained herein and in addition to any other requirements of this Agreement and applicable Law, a non-Member Transferee must agree in writing (in form and substance acceptable to the Board) to be bound by all the terms and conditions of this Agreement as then in effect before such Transferee is eligible to become either a Substituted Member or a Non-Member Party.

(d) *Rights of a Substituted Member*. At the time a non-Member Transferee has become a Substituted Member through compliance with all of the provisions of this Agreement, (i) such Substituted Member will have all of the powers, rights, privileges, duties, obligations and liabilities of a Member, as provided in this Agreement, the Formation Certificate, and by applicable Law to the extent of the Membership Interest so Transferred and (ii) the Member that Transferred the Membership Interest will be relieved of all of the obligations and liabilities with respect to such Membership Interest; provided, however, that such Member will remain fully liable for all liabilities and obligations relating to such Membership Interest that accrued prior to such Transfer.

(e) *Expenses*. The Board may, in its reasonable discretion, charge the Transferor a reasonable fee to cover the additional administrative expenses incurred in connection with or as a consequence of any Transfer of all or part of such Transferor’s Membership Interest to a non-Member Transferee.

(f) *Payments to Transferor*. If a non-Member Transferee does not become a Substituted Member or Non-Member Party, any payment by Development to the applicable Transferor will acquit Development, its Subsidiaries, the Board, Members, and all their Affiliates of all liability to any other Person who may be interested in such payment by reason of a Transfer by such Transferor.

2.7 Governmental Consents. If any governmental consent or approval is required with respect to any Transfer permitted by this Agreement, the Transferee will have a reasonable amount of time (not to exceed 60 days from the date upon which such Transfer would have been otherwise consummated in accordance with the terms of this Agreement) to obtain such consent or approval. All Parties will use reasonable, good faith efforts to cooperate with the Transferee attempting to obtain, and to assist in timely obtaining, such consent or approval; provided that no Party will be required to incur any out-of-pocket costs in connection with such cooperation and assistance. After the expiration of such waiting period, such Transferee will forfeit its rights to acquire the Membership Interest subject to such proposed Transfer with respect to such specific transaction; provided, however, that such forfeiture will not limit or otherwise affect the forfeiting Transferee's rights with respect to any subsequent proposed Transfer.

2.8 Documentation; Validity of Transfer. Development will not be required to recognize for any purpose any purported Transfer of all or any part of a Membership Interest unless and until all applicable provisions of this Section have been satisfied and the Board has received, on behalf of Development, a document in a form reasonably acceptable to the Board executed by both the Transferor (or if the Transfer is on account of the death, incapacity, or liquidation of the Transferor, its representative) and the Transferee. Such document will (a) include the notice address of the Transferee and, if such Transferee is not a Member, such Person's agreement to be bound by this Agreement with respect to the Membership Interest or part thereof being obtained, (b) set forth the Membership Interest after the Transfer of each of the Transferor and the Transferee (which together must total the Membership Interest of the Transferor before the Transfer), (c) contain a representation and warranty that the Transfer was made in accordance with all applicable Laws (including the Act, the Securities Act, and applicable state securities Laws) and the terms and conditions of this Agreement, and (d) if the Transferee is to be admitted to Development as a Substituted Member, its representation and warranty that the representations and warranties in Section 2.3 are true and correct. Each Transfer and, if applicable, admission of a Substituted Member complying with the provisions of this Agreement is effective against Development as of the first Business Day of the calendar month immediately succeeding the month in which (y) the Board receives the documents required by this Agreement reflecting such Transfer, and (z) all other requirements of this Agreement have been met.

2.9 Additional Membership Interests. Additional Persons may be admitted to Development as Members, and Membership Interests may be issued to those Persons and to existing Members subject to the terms and conditions set forth herein. Such admission must comply with any additional terms and conditions the Board may in its sole discretion determine at the time of admission. A document, in a form and substance acceptable to the Board, will specify the terms of admission or issuance and will include, among other things, the Membership Interest applicable thereto. Any such admission of a new Member will not be effective unless such new Member has agreed in writing to be bound by all terms and conditions of this

Agreement as then in effect. The provisions of this Section will not apply to Transfers of Membership Interests.

2.10 Information.

(a) *Access to information*. In addition to the other rights specifically set forth in this Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated.

(b) *Confidentiality*. The Parties acknowledge that, from time to time, they may receive information from or regarding Development or any other Party in the nature of trade secrets or secret or proprietary information or information that is otherwise confidential, the release of which may be damaging to Development, the Parties, or their respective Affiliates, as applicable, or Persons with which they do business. Each Party will hold in strict confidence any information it receives regarding Development and may not use or disclose such information to any Person other than another Party, except for disclosures (i) compelled by Law (but such Party must notify the Board promptly of any such request for information, before disclosing it, if practicable, and shall delay disclosure, if and to the extent practicable, until the other Party has had an opportunity to seek a protective order or other appropriate remedy), (ii) to advisers or representatives of the Party or Persons to which that Party's Membership Interest may be Transferred as permitted by this Agreement, but only if the recipients of such information have agreed to be bound by the provisions of this Section, (iii) of information that a Party also has received from a source independent of Development, which source, to such Party's knowledge, has no duty of confidentiality and that such Party reasonably believes such source obtained without breach of any obligation of confidentiality, (iv) of public information or (v) with respect to confidential information, other than trade secrets or secret or proprietary information related to the intellectual property of Gevo or Development, to such Persons on a need-to-know basis in furtherance of CDP's capital raising efforts or Project Activities transactions pursuant to the Commercialization Agreement. The Parties acknowledge that a breach of the provisions of this Section may cause irreparable injury to Development or another Party or an Affiliate thereof for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Parties agree that the provisions of this Section may be enforced by specific performance.

2.11 Limited Liability. Except as otherwise provided in the Act, the debts, obligations and liabilities of Development, whether arising in contract, tort, or otherwise, will be solely the debts, obligations and liabilities of Development, and no Member, Board member, or officer of Development is or shall be obligated personally for any such debt, obligation or liability of Development solely by reason of being a Member or by acting as a Board member or officer of Development. Except for any duties specifically imposed by this Agreement, no Member, Board member or officer of Development shall have any duties of any kind whatsoever to represent, or act on behalf of or with regard to, the interests of Development or of any other Member. The failure of Development to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Members, Board members or officers of Development for any debt, obligation, or liability of Development.

2.12 Resignation. No Member has the right or power to, and will not attempt to, withdraw or resign from Development or its obligations under this Agreement without the unanimous written consent of the Board and all the Members, which consent may be granted or withheld in the sole discretion of the Board and each such Member.

2.13 Adjustment of Books and Records and Amendment of this Agreement. Upon acceptance of Capital Contributions in accordance with Article III, the issuance of additional Membership Interests, or any change in Members, Development, at the direction of the Board, shall cause the books and records of Development to be appropriately adjusted, and Development, at the direction of the Board, shall amend this Agreement, without Member approval, to reflect the terms and conditions of the Capital Contributions and the issuance of additional Membership Interests.

2.14 No Compensation or Reimbursement. Except as provided in this Agreement, the Commercialization Agreement or otherwise approved by the Board, a Member shall not receive any salary, fee or draw for services rendered to or on behalf of Development and shall not be reimbursed for any expenses incurred by the Member on behalf of Development.

Article III
Capital Contributions

3.1 Initial Contributions. Each Member will make a contribution of cash as set forth in Exhibit B, column B contemporaneously with the execution of this Agreement (the "***Initial Capital Contributions***"), with such cash contribution to be credited to the contributing Member's Capital Account.

3.2 Additional Capital Contributions. No Party will be required to make any Capital Contribution other than the Initial Capital Contribution. If Development does not have sufficient cash to pay its obligations, the Board may accept from a Party an advancement of all or part of the necessary funds as additional Capital Contributions to Development.

3.3 Return of Contributions. No Party is entitled (a) to the return of any part of any Capital Contribution or (b) to be paid interest in respect of either its Capital Account or any Capital Contribution. An unrepaid Capital Contribution is not a liability of Development or of any Party. A Party is not required to contribute or to lend any cash or property to Development to enable Development to return any other Party's Capital Contributions.

Article IV
Capital Accounts; Allocations and Distributions

4.1 Capital Accounts. A separate Capital Account will be maintained for each Party in accordance with Code Section 704 and Treasury Regulations Section 1.704-1(b)(2)(iv). The Board will increase or decrease the Capital Accounts in accordance with the rules of such regulations including, upon the occurrence of any of the events specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and as otherwise set forth in this Agreement. The Board's determination of Capital Accounts will be binding upon all Parties.

4.2 Capital Account Allocations.

(a) *Allocation of Profits and Losses*.

(i) Profits will be allocated to the Capital Account of each Party as follows:

(A) first, to the Parties in proportion to, to the extent and in reverse order of, any Losses previously allocated among the Parties that have not subsequently been reversed pursuant to this clause; and

(B) second, to the Parties in proportion to their respective Allocation Percentages.

(ii) Losses will be allocated to the Capital Account of each Party as follows:

(A) first, to the Parties in proportion to, and to the extent and in reverse order of, any Profits previously allocated among the Parties that have not subsequently been reversed pursuant to this clause;

(B) second, to the Parties in proportion to, and to the extent of, any remaining positive balance in their respective Capital Accounts; and

(C) third, to the Parties in proportion to their respective Allocation Percentages.

(b) *Limitation of Loss allocations*. Notwithstanding Section 4.2(a), the Board will not allocate any item of loss or deduction to a Party that would cause or increase a deficit balance in such Party's Capital Account in excess of any limited dollar amount of such deficit balance that such Party is obligated to restore as of the end of any fiscal year, taking into account the amounts and adjustments set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4)-(6) and will make special allocations of the Profits or Losses among the Parties as necessary to cause the allocations under this Section to be respected under Code Section 704(b) and Treasury Regulations Section 1.704-1(b)(1). The Board will, to the extent possible and in whatever manner it deems appropriate, make subsequent curative allocations of other items of income, gain, loss and deduction to offset any such special tax allocations.

(c) *Regulatory allocations*. Allocations under this Section are intended to meet the alternate test for economic effect under Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and, with respect to any allocations of nonrecourse deductions, are intended to meet the requirements of Treasury Regulations Section 1.704-2(e). A "qualified income offset," a "minimum gain chargeback," each as defined in the Treasury Regulations, and any such other provision that is necessary to cause the allocations under this Section to meet such test and requirements are incorporated by reference into this Agreement.

(d) *Board determinations*. The Board's determination of allocations will be binding upon all Parties.

(e) *Tax allocations*. The Board will allocate the items of income, gain, loss and deduction of Development for federal income tax purposes among the Parties in the same manner that such items are allocated to the Parties' Capital Accounts.

(f) *Tax credits*. All tax credits will be allocated among the Parties in accordance with applicable Laws.

(g) *Code Section 704(c) Allocations*.

(i) In accordance with Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to Development will, solely for tax purposes, be allocated among the Parties so as to take account of any variation between the adjusted basis of such property to Development for income tax purposes and its book value for Capital Account purposes, in the same manner as such variations are treated under Code Section 704(c).

(ii) If the book value of any Development asset is adjusted for Capital Account purposes pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), subsequent allocations of income, gain, loss, and deduction with respect to such asset will take account of any variation between the adjusted basis of such asset for federal income tax purposes and its book value for Capital Account purposes in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

(iii) All tax allocations required by this Section 4.2(g) will be made in accordance with the "traditional method" described in Treasury Regulations Section 1.704-3(b); provided that the Board may elect to use the "traditional method with curative allocations" described in Treasury Regulations Section 1.704-3(c).

(iv) Allocations pursuant to this Section 4.2(g) are solely for purposes of federal, state and local income taxes and will not affect, or in any way be taken into account in computing, any Parties' Capital Account or the allocation of Profits and Losses among the Parties.

(h) *Varying interests during a fiscal year*. In the event of any changes in Membership Interests during a fiscal year, all Profits and Losses from operations of Development during such fiscal year, using such methods of accounting for depreciation and other items as the Board determines to use for federal income tax purposes, will be allocated to each Party based on its varying interest in Development during such operating year in accordance with Code Section 706. The Board will determine in accordance with Code Section 706 whether to prorate items of income and deduction according to the portion of the fiscal year for which a Party held Membership Interests or whether to close the books on an interim basis and divide such operating year into two or more segments.

4.3 Distributions.

(a) *Priority*. Distributions will be made to the Parties as, if, and when declared by the Board out of cash legally available for distribution in the following order of priority:

(i) first, to each Party an amount equal to such Party's Estimated Tax Amount, which distribution will (A) be made with sufficient time in which to use such distribution to fund quarterly or annual payments of estimated income taxes and (B) reduce the amount of the next succeeding distribution or distributions that would otherwise have been distributed to such Party pursuant to this Section;

(ii) second, to the Class A Parties in proportion to, and to the extent of, their respective Unreturned Capital Contributions; and

(iii) third, to the Parties in proportion to their respective Distribution Percentages.

(b) *Insufficient funds*. To the extent the proceeds or assets of Development are insufficient to pay the holders of a particular class of Membership Interests the entire amount due to such holders, then the proceeds or assets legally available for distribution to that particular class of Membership Interests will be distributed ratably among the holders of such particular class of Membership Interests and all other classes of Membership Interests ranking below the class of Membership Interests paid in accordance with the foregoing distribution priority will not be entitled to receive any distribution.

(c) *No return of distributions; other limitations*. Except as otherwise set forth in this Agreement or required by applicable Law, a Member is not obligated by this Agreement to return any distribution to Development or pay the amount of any distribution for the account of Development or to any creditor of Development; *provided*, *however*, that if any court of competent jurisdiction holds that, notwithstanding this Agreement, any Member is obligated to return or pay any part of any distribution, the obligation will bind the Member alone and not any other Member. The provisions of the immediately preceding sentence are solely for the benefit of the Members and will not be construed as benefiting any third party. The amount of any distribution returned to Development by a Member or upon approval of the Board paid by a Member for the account of Development or to a creditor of Development will be added to the account or accounts from which it was subtracted when it was distributed to the Member, and will be treated as a Capital Contribution by the Member unless otherwise determined by the Board in its reasonable judgment. No Member shall have the right to require that any distribution to the Member be made in the form of property other than cash.

Article V
Management of Development

5.1 Management by the Board; Delegation and Composition; Meetings; Vote.

(a) *Management by the Board*. Development shall not be governed or managed by the Members in their capacity as Members. Instead, the business and affairs of Development will be managed by or under the authority of the board of managers (the "***Board***"), except for those matters for which the approval of the Members is required by a nonwaivable provision of applicable Laws.

(b) *Authority to delegate*. The Board will have broad discretion to authorize any officer, representative or agent to act on behalf of Development.

(c) *Composition of the Board*. The Board will be comprised of five individuals. Each Member named below will have the right to appoint to the Board the number of persons set forth below opposite its name:

Appointing Member	# of Appointees
Gevo	3
CDP	2
Total	5

Upon the earlier to occur of (i) a Gevo Termination Event, (ii) CDP's forfeiture of Class B Interests pursuant to Section 2.2(e) or (iii) a permitted Transfer of all Class B Interests held by CDP, each Board member then appointed by CDP shall automatically, without any action of any such Board member or the Board or any Member, be removed from the position of Board member and a representative designated by the Class A Party shall be appointed to the Board in his place. From and after the date of such event, CDP shall not have any right to appoint a Board member.

(d) *Term*. Each Board member shall serve until his or her successor is duly appointed or until his or her earlier death, resignation or removal.

(e) *Other activities*. Subject to the provisions of the Time Commitment Agreement and the exclusivity provisions set forth in Article II of the Commercialization Agreement, a Board member is required to devote only such time to the affairs of Development as is reasonably necessary to perform the duties of Board member and enable the Board, taking into account service by all other Board members, to supervise the management of the business and affairs of Development in accordance with this Agreement. Subject to the provisions of the Time Commitment Agreement and the exclusivity provisions set forth in Article II of the Commercialization Agreement, a Board member may serve other business entities or enterprises in any capacity that the Board member deems appropriate in his or her reasonable discretion.

(f) *Resignation.* A Board member may resign at any time. The resignation must be made in writing and shall take effect at the time specified in the written resignation or, if a time is not specified, then at the time of its receipt by Development. The acceptance of a resignation is not necessary to make it effective, unless expressly provided in the written resignation.

(g) *Removal*. Subject to any limitations imposed by applicable Law, any Board member may be removed from office at any time (i) with cause by the affirmative vote of a majority of Board members then in office or (ii) with or without cause by the Member that appointed such Board member. For the avoidance of doubt, a Board member's repeated and intentional failure to attend meetings of the Board, duly held after regular call and proper notice, shall constitute cause for purposes of this subsection (g).

(h) *Vacancy on the Board*. A vacancy occurring on the Board for any reason may be filled by appointment by the Member entitled to appoint the relevant Board member pursuant to subsection (c) above.

(i) *Regular meetings of the Board*. Regularly scheduled, periodic meetings of the Board may be held at such times, dates and places as will from time to time be determined by the Board and publicized among all Board members, either orally or in writing, including a voice-messaging system or other system designed to record and communicate messages, facsimile or by electronic mail, at least 48 hours before the date and time of the meeting. No further notice shall be required for a regular meeting of the Board.

(j) *Special meetings of the Board*. A special meeting of the Board may be called by any two members of the Board and will be held at such time, date and place as may be determined by the Board members calling such special meeting. Notice of the time and place of all special meetings of the Board shall be either orally or in writing, including a voice-messaging system or other system designed to record and communicate messages, facsimile or by electronic mail, at least 48 hours before the date and time of the meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting. Any notice of any special meeting must specify the business to be transacted or the purpose of the meeting. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any Board member by attendance thereat, except when the Board member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(k) *Waiver of notice*. The transaction of all business at any meeting of the Board, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the Board members not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

(l) *Quorum; required vote; reimbursement*. Three members of the Board will constitute a quorum for the transaction of business at any meeting of the Board. Except as expressly set forth in Section 5.1(m), the affirmative vote of a majority of the Board members present at any meeting at which there is a quorum will be the act of the Board. If a quorum is not present at any meeting, a majority of the Board members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Development will reimburse each Board member for all reasonable expenses incurred in connection with attending a Board meeting.

(m) *Matters requiring a super-majority vote of the Board*. The affirmative vote of not less than four Board members will be required for any action that will result in (i) a transaction between Development or any of its Subsidiaries and an Interested Party, including establishing the value of any Capital Contribution made by any Interested Party; provided, however, that (A) the exercise by Development of its Put Option or Call Option pursuant to the Commercialization Agreement and (B) the negotiation and execution of any license, marketing, logistics or other similar agreements between Gevo and Development or any Subsidiary of Development and the performance of any obligations pursuant thereto, shall not be deemed a transaction with an Interested Party pursuant to this subsection (i), (ii) any voluntary dissolution, liquidation, winding-up of Development or other discontinuation of the business of

Development, (iii) any increase or decrease in the authorized number of members of the Board, (iv) an allocation or distribution to any Party that is not in accordance with the terms specified in this Agreement, (v) any amendment to the Formation Certificate or this Agreement, (vi) any change to the tax classification of Development, (vii) any alteration or change to the rights, preferences, or privileges of the Membership Interests so as to adversely affect any such Membership Interest, and (viii) the approval of an annual budget that does not adhere to the form, guidelines, and principles set forth in the Annual Budget; provided, however, that if, at the time such vote is taken, there shall be fewer than four Board members, the affirmative vote of a majority of the Board members then in office shall be required.

(n) *Action by written consent*. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, and without a vote, if all members of the Board consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board.

(o) *Conference communication*. To the fullest extent permitted under the Act, one or more Board members may participate in a meeting by any means of communication through which all Board members participating in the meeting may simultaneously hear each other during the meeting. For the purposes of establishing a quorum and taking any action at the meeting, Board members participating pursuant to this Section 5.1(o) will be deemed present in person at the meeting; and the place of the meeting will be the place of origination of the conference telephone conversation or other comparable communication technique.

5.2 Officers. The Board may designate one or more persons to fill one or more officer positions of Development. No officer need be a resident of the State of Delaware. The Board may assign titles to particular officers, including the title of managing director. As of the Effective Date, each of David N. Black and Michael A. Slaney shall be appointed as a managing director of Development and shall report directly to the Board and to Patrick Gruber as Executive Chairman of Development. Each officer will hold office until his successor is duly appointed or until his death or until he resigns or is removed in the manner hereinafter provided. Any number of offices may be held by the same person. The salaries or other compensation of the officers of Development may be fixed from time to time by the Board consistent with the terms, as applicable, set forth in the Commercialization Agreement. Unless the Board specifies otherwise, the assignment of a title will constitute the delegation to such officer of the authority and duties normally associated with such title. Any officer may resign as such at any time. Such resignation will be made in writing and will take effect at the time specified therein, or if no time be specified, at the time of its receipt by Development. The acceptance of a resignation will not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Board; provided, however, that such removal will be without prejudice to the contract rights, if any, of the officer so removed, including the rights set forth in the Commercialization Agreement. A vacancy in any officer position of Development shall be filled by resolution of the Board.

5.3 No Duty to Consult. Except as otherwise expressly provided herein or by applicable Law, neither Development, the Board, nor the officers, representatives, or agents of Development will have a duty or obligation to consult with or seek the advice of the Members on any matter relating to the day-to-day business affairs of Development.

5.4 Reimbursement. All expenses incurred with respect to the organization, operation and management of Development will be borne by Development.

5.5 Parties and Affiliates Dealing With Development. Subject to obtaining any consent or approval required by Section 5.1(m), the Board may appoint, employ, contract, or otherwise deal with any Person, including Parties, Affiliates of the Parties, other Persons with whom the Parties are otherwise related, and with Persons which have a financial interest in a Party or in which a Party has a financial interest (each, an ***"Interested Party"***), for transacting Development business, including any acts or services for Development as the Board, officer or other representative with the proper authority may approve, and any such contract or transaction shall not be void or voidable by reason of the involvement of the Interested Party. Subject to obtaining any consent or approval required by Section 5.1(m), an Interested Party shall not be required to account to Development or to hold as a trustee for Development any profit or benefit derived from the contract or transaction by reason of the involvement of the Interested Party or because the Interested Party was present at or participated in the approval of the contract or transaction, whether at a Board meeting at which the contract or transaction was authorized or otherwise.

5.6 Annual Budget.

(a) *Form and preparation of the annual budgets*. Gevo, together with the members of senior management of Development, will prepare and submit to the Board a proposed annual budget prepared on a consolidated and unconsolidated basis (including pro forma income and expense projections and other financial statements and items requested by the Board) for Development and each Subsidiary of Development (such consolidated and unconsolidated annual budgets, the "***Annual Budgets***"). Exhibit C to this Agreement sets forth the form of the unconsolidated Annual Budget for Development. The Board agrees to prepare the Annual Budgets using the form, guidelines and principles set forth on Exhibit C; provided, however, that the amounts set forth on Exhibit C are subject to Board approval.

(b) *Submission and approval of the Annual Budgets*. The Annual Budgets will be submitted within a reasonable period of time before the beginning of each calendar year, but in no event less than 60 days prior to the beginning of such calendar year. Within 15 days of receipt by the Board of such proposed Annual Budgets, the Board will meet (or otherwise communicate) and use good faith, reasonable efforts to reach agreement on the proposed Annual Budgets.

5.7 Business Opportunities. Subject to, and without any diminution in any respect whatsoever of, the exclusivity provisions set forth in Article II of the Commercialization Agreement:

(a) None of Development, any Member, nor any other Person shall have any rights by virtue of this Agreement or the limited liability company relationship established hereby in any business venture or economic opportunity of any Member or any Affiliates of any Member, and no Member or any of the Affiliates of such Member shall have any obligation to offer any interest in any such business venture or economic opportunity to, or otherwise account to, Development, any other Member or any other Person with respect thereto, and

(b) Neither this Agreement, nor any activity under this Agreement, shall prevent a Member or any officer, director, member, partner or Affiliate of any Member, acting on his, her, its or their own behalf, from engaging in whatever activities he, she, it or they may choose, including activities that are competitive with Development.

Article VI
Meetings and Authority of the Members

6.1 Meetings of Members.

(a) *Place and Manner of Meeting.* All meetings of Members shall be held at a date, time and place, within or without the State of Delaware, as stated in the notice of the meeting or in a duly executed waiver of notice. Presence in person, or by proxy or mail ballot, constitutes participation in a meeting, except where a Member participates in the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business on the ground that the meeting is not lawfully convened.

(b) *Conduct of Meetings.* The meetings of the Members shall be presided over by a Person designated by the Board, and shall be conducted in general accordance with the rules and procedures as may be determined by the Board in its sole and absolute discretion. Resolutions to be voted on by the Members may be limited by the Board to those that have been approved by the Board for presentation to the Members and contained in the notice of the meeting.

(c) *Meetings.* Meetings of the Members may be called only by the Board.

(d) *Notice.* Development shall cause a written or printed notice stating the place, date,and time of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered not less than ten or more than 60 days before the date of the meeting in accordance with Section 12.5 to each Member entitled to vote at the meeting.

(e) *Quorum*. A quorum will be present at a meeting of the Members if Members holding at least 50.0% of the Voting Percentage are represented at the meeting in person or by proxy. If a quorum is not present at any meeting, then the Members holding a majority of the Voting Percentage present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(f) *Voting requirement*. All Members will vote as a single class, except as otherwise required by Law. Each Member will be entitled to the percentage of votes equal to its Voting Percentage at the time of such vote. The affirmative vote of the Members holding a majority of the Voting Percentage present (in person or by proxy) at any meeting at which there is a quorum will be the act of the Members.

(g) *Proxies*. A Member may vote either in person or by proxy executed in writing by the Member. A photocopy, facsimile or similar reproduction of writing executed by the Member will be treated as an execution in writing for purposes of this Section 6.1(g).

Proxies for use at any meeting of the Members in connection with the taking of any action by written consent will be filed with the Board before or at the time of the meeting or execution of the written consent, as the case may be.

(h) *Authority regarding voting matters*. All ballots (including proxies) will be received and canvassed by an inspector appointed by the Board, and such inspector will decide all questions touching upon the qualification of voters, the validity of the proxies and the acceptance or rejection of votes.

(i) *Action by written consent*. Except as otherwise provided by applicable Laws, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, and without a vote, if a consent or consents in writing, setting forth the action so taken, will be signed by the Members holding not less than a majority or greater required percentage (if applicable) of the Voting Percentage. Any such action by written consent shall be effective when the last necessary Member signs the written consent unless the consent specifies an earlier or later effective date. Development shall file any action by written consent in the records of Development. Prompt written notice of the taking of any action by the Members without a meeting by less than unanimous written consent will be given to those Members who did not consent in writing to the action.

(j) *Record date*. The record date for determining the Members entitled to notice of or to vote at a meeting of the Members, including any adjournment thereof, will be the date on which the notice of a meeting of the Members is transmitted to the Members. The record date for determining Members entitled to consent to an action in writing without a meeting will be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Board.

(k) *Records*. A person designated by the Board will be responsible for maintaining the records of all meetings of the Members, including keeping minutes and the filing of consents in the records of Development.

(l) *Conference communication*. To the fullest extent permitted under the Act, one or more Members may participate in a meeting by any means of communication through which all Members participating in the meeting may simultaneously hear each other during the meeting. For the purposes of establishing a quorum and taking any action at the meeting, Members participating pursuant to this Section 6.1(k) will be deemed present in person at the meeting; and the place of the meeting will be the place of origination of the conference telephone conversation or other comparable communication technique.

6.2 No Authority; Specific Limitations. Except as otherwise expressly provided in this Agreement, no Party will have any authority to (a) act for, or to incur or assume any obligations or responsibility on behalf of, or bind any other Party or Development, (b) bring an action for partition against Development or any assets of Development, or (c) have any contractual appraisal rights under the Act. Each Party agrees that it will not represent to any third party with whom such Party is in contact concerning the affairs or the business of Development that such Party has any authority to act for, or to incur or assume any obligations or responsibilities on behalf of, Development unless expressly authorized in writing by the Board.

Article VII
Exculpation and Indemnification

7.1 Exculpation. Except for any Damages resulting from a breach of the exclusivity provisions set forth in Article II of the Commercialization Agreement, each Party acknowledges and agrees that no Indemnitee shall be liable to Development or to any Member for any Damages resulting from any act taken, or failure to take any act, by any Indemnitee for, or on behalf of, Development or any Subsidiary of Development, including any act taken, or failure to take any act, by any Indemnitee in connection with the conduct of the business or activities or proposed activities of Development or any Subsidiary of Development, unless such act or omission constitutes fraud material to the act or omission ("***Disabling Conduct***").

7.2 Indemnification.

(a) To the fullest extent permitted by Law (as the Law exists on the Effective Date or thereafter amended, but only to the extent that such amendment permits broader indemnification rights than said Laws permitted prior to such amendment), Development (or its receiver or trustee) shall indemnify, hold harmless, and defend each Indemnitee from and against any and all Damages incurred or suffered by such Indemnitee in connection with any Proceeding arising out of, in connection with, or related to the business or operation of Development; provided, however, that no Indemnitee will be entitled to indemnification under this Article if such Proceeding results in a final, non-appealable judgment that the acts or omissions of such Indemnitee giving rise to the Proceeding constituted Disabling Conduct. Development expressly acknowledges that (a) an Indemnitee will not be denied indemnification under this Article merely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies, if such transaction was not otherwise prohibited by the terms of this Agreement and the conduct of the Indemnitee did not constitute Disabling Conduct or (b) the indemnification provided in this Article could involve indemnification for negligence or under theories of strict liability.

(b) Development may purchase and maintain insurance on behalf of an Indemnitee against liability or expense that may be asserted against or incurred by the Indemnitee in or arising from that capacity, whether or not Development would be required to indemnify the person against the liability. Development may enter into agreements providing for the indemnification of officers of Development and Board members in a form approved by the Board. Development, at the direction of the Board, will use its best commercially reasonable efforts to cause each Subsidiary of Development to adopt charter provisions and enter into indemnification agreements providing for indemnification of any person who serves as an officer or director thereof to the fullest extent permitted by Law. Each Indemnitee shall take reasonable action to pursue any source of indemnification and insurance coverage and shall cooperate with Development to enable Development to be subrogated to such Indemnitee's right to indemnification from another source or insurance coverage.

7.3 Continued Indemnification. The indemnification obligations under this Article will continue as to each Indemnitee who has ceased to serve in the capacity that entitled such Indemnitee to indemnification under this Article.

7.4 Advancement of Damages. To the fullest extent permitted by Law, Damages incurred by an Indemnitee in defending any Proceeding will be promptly advanced by Development before the final disposition of such Proceeding upon receipt by the Board of (a) evidence of the payment or incurrence of Damages and (b) an undertaking by or on behalf of the Indemnitee to repay such Damages if it is determined by a court of competent jurisdiction in a final, non-appealable judgment that such Indemnitee is not entitled to be indemnified pursuant to this Article.

7.5 Settlements. Development will not be liable for any settlement of any Proceeding effected without its written consent, but if settled with such written consent, or if there is a final, non-appealable judgment against the Indemnitee in any such Proceeding, then Development will indemnify and hold harmless the Indemnitee to the extent provided in this Article.

7.6 Amendments. The indemnification rights and protections granted pursuant to this Article will be deemed contract rights, and no amendment, modification or repeal of this Article will have the effect of limiting or denying any such rights or protections with respect to events or actions that occurred before such amendment, modification, or repeal.

7.7 Appearance as a Witness. Notwithstanding any other provision of this Article, Development will pay or reimburse Damages incurred by any Indemnitee in connection with such Indemnitee's appearance as a witness or other participation in a Proceeding at a time when such Indemnitee is not a named defendant or respondent in the Proceeding.

7.8 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of Damages conferred in this Article will not be exclusive of any other right which an Indemnitee may have or hereafter acquire under any applicable Laws, this Agreement, or any other agreement, vote of Members, or otherwise, and shall extend to such Indemnitee's successors, permitted assigns and legal representatives.

7.9 Savings Clause. If this Article or any portion hereof will be invalidated on any ground by any court of competent jurisdiction, then Development will nevertheless indemnify and hold harmless each Indemnitee as to Damages to the full extent permitted by any applicable portion of this Article that will not have been invalidated and to the fullest extent permitted by applicable Laws.

7.10 Scope of Indemnity. For the purposes of this Article, references to Development include all constituent entities, whether corporations or otherwise, absorbed in a consolidation or merger as well as the resulting or surviving entity. Thus, any Indemnitee will stand in the same position under the provisions of this Article with respect to the resulting or surviving entity as he would have if such merger, consolidation or other reorganization never occurred.

Article VIII
Taxes

8.1 Tax Returns. The Board will cause to be prepared and filed all necessary federal and state income Tax Returns for Development, including making the elections described in Section 8.2. Upon written request by the Board, each Party will furnish to Development all pertinent information in its possession relating to Development that is necessary to enable Development's income tax returns to be prepared and filed.

8.2 Tax Elections. Development will make the following elections on the appropriate Tax Returns: (a) to adopt the accrual method of accounting; (b) an election pursuant to Code Section 754; (c) to elect to amortize the organizational expenses of Development and the start-up expenditures of Development under Code Section 195 ratably over a period of 60 months as permitted by Code Section 709(b); and (d) any other election that the Board may deem appropriate and in the best interests of Development or Parties, as the case may be. Neither Development nor any Party may make an election for Development to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement will be construed to sanction or approve such an election.

8.3 Tax Matters Partner. Gevo will serve as the "***Tax Matters Partner***" of Development pursuant to Code Section 6231(a)(7). The Tax Matters Partner will take such action as may be necessary to cause each Party to become a "notice partner" within the meaning of Code Section 6223 and will inform each Party of all significant matters that may come to its attention in its capacity as Tax Matters Partner by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, will forward to each other Party copies of all significant written communications it may receive in that capacity. The Tax Matters Partner may not take any action contemplated by Code Sections 6222 through 6232 without the consent of a majority of the Voting Percentage, but this sentence does not authorize the Tax Matters Partner to take any action left to the determination of an individual Party under Code Sections 6222 through 6232.

Article IX
Books, Records, Reports, and Bank Accounts

9.1 Maintenance of Books. Development will keep books and records of accounts and will keep minutes of the proceedings of its Parties. The books of account for Development will be maintained on an accrual basis in accordance with the terms of this Agreement and generally accepted accounting principles, applied on a consistent basis, except that the Capital Accounts of the Parties will be maintained in accordance with Article IV. The accounting year of Development will be determined by the Board. The initial custodian of the company records will be the Tax Matters Partner.

9.2 Financial Statements.

(a) *Quarterly statements*. Not later than 45 days following the end of each of the first three quarters of each fiscal year, the Board will deliver to each Party summary financial information, including a balance sheet, an income statement and a statement of cash flows. The quarterly summary financial information will be prepared in accordance with generally acceptable accounting principles, excluding notes thereto, applied on a consistent basis, and will not be audited unless the Board otherwise decides. The Board also may cause to be prepared and delivered such other reports as it may deem, in its sole judgment, appropriate. Development will bear the costs of all such reports and financial statements.

(b) *Annual statements*. On or before the last day of each March, the Board will deliver to each Party financial statements, including a balance sheet, an income statement and a statement of cash flows, and a statement of changes in each Party's Capital Account for, or as of the end of, the immediately preceding calendar year. Annual financial statements will be prepared in accordance with generally acceptable accounting principles, excluding notes thereto, applied on a consistent basis, and will not be audited unless the Board otherwise decides. The Board also may cause to be prepared or delivered such other reports as it may deem, in its sole judgment, appropriate. Development will bear the costs of all such reports and financial statements.

9.3 Tax Statements. On or before the last day of July, the Board will deliver to each Party all information reasonably necessary or appropriate to file their appropriate Tax Returns, including a schedule of Development book-tax differences for, or as of the end of, the immediately preceding tax year. In addition, to the extent reasonably possible, the Board will provide each Party with estimates of all such information on or before the first day of February each year.

9.4 Accounts. The Board will establish and maintain one or more separate bank and investment accounts and arrangements for Development funds in Development's name with financial institutions and firms that the Board may determine. Development may not commingle Development's funds with the funds of any other Person. All such accounts will be and remain the property of Development and all funds will be received, held and disbursed for the purposes specified in this Agreement.

Article X
Dissolution, Liquidation, and Termination

10.1 Events Causing Dissolution. Development will be dissolved only upon the unanimous vote of the Members, pursuant to Section 5.1(m)(ii), or upon a final decree of a court of competent jurisdiction that dissolution is required under applicable Law. Each Party expressly agrees that no other events will cause or result in the dissolution of Development.

10.2 Liquidation and Winding Up. If Development is dissolved pursuant to Section 10.1, Development will be liquidated by the Person or Persons designated by the Board or by a decree of court (such Person responsible for liquidating Development, the "***Liquidator***"). The Liquidator will wind up the affairs of Development and will promptly proceed to the liquidation of Development and, in settling the accounts of Development, the assets and the property of Development will be distributed in the following order of priority: (a) to the payment of all debts and liabilities of Development in the order of priority as provided by Law (other than outstanding loans from a Member); (b) to the establishment of any reserves deemed necessary by the Liquidator for any contingent liabilities or obligations of Development; (c) to the repayment of any outstanding loans from the Parties to Development, pro rata in proportion to the amounts owed to such Parties; (d) to the Parties in accordance with Section 4.3(a)(i), (e) to the Parties in accordance with Section 4.3(a)(ii), (f) to the Parties pro rata in accordance with their positive Capital Account balances, after giving effect to all contributions, distributions, and allocations for all periods and (g) the balance, if any, to the Parties in accordance with Section 4.3(a)(iii).

10.3 No Deficit Restoration Obligation. If any Party has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal periods including the fiscal period during which the liquidation occurs), such Party will have no obligation to make any contribution to the capital of Development with respect to such deficit, and such deficit will not be considered a debt owed to Development or to any Person for any purpose whatsoever.

Article XI
Certificated Membership Interests

11.1 Securities Governed By UCC. The Membership Interests will be deemed to be "securities" governed by Article 8, and within the meaning of Section 8-102(a)(15) of the Uniform Commercial Code, including for purposes of any permitted grant, pledge, attachment, or perfection of a security interest in the certified Membership Interests. The law of the State of Delaware is hereby designated as the issuer's jurisdiction within the meaning of Section 8-110(d) of the Uniform Commercial Code for purposes of the matters specified therein.

11.2 LLC Certificates. The Membership Interests will be certificated Membership Interests and will be substantially in the form set forth as Exhibit D (the "***LLC Certificate***"). No Person other than Development may issue an LLC Certificate and only the representative authorized by the Board will have the authority to execute such LLC Certificate. Evidence of the issuance of the LLC Certificate will be recorded in the books of Development.

11.3 Lost, Stolen or Destroyed LLC Certificates. The Board may direct a new LLC Certificate to be issued in place of any LLC Certificate previously issued by Development alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the Party claiming the LLC Certificate to be lost, stolen or destroyed. When authorizing such issue of a new LLC Certificate, the Board, in its discretion and as a condition precedent to the issuance thereof, may require the Party of such lost, stolen or destroyed LLC Certificate to (a) certify that such LLC Certificate has been lost, stolen or destroyed, (b) require such Party to provide Development with a bond in such amount as the Board may direct as indemnity against any claim that may be made against Development with respect to the LLC Certificate alleged to have been lost, stolen or destroyed and/or (c) agree to indemnify Development against any claim that may be made against Development with respect to the LLC Certificate alleged to have been lost, stolen or destroyed.

11.4 Transfer of Membership Interest. Upon surrender to Development of an LLC Certificate representing Membership Interests duly endorsed and accompanied by the documentation required to Transfer in accordance with this Agreement and of the payment of all Taxes applicable to the Transfer of said Membership Interest, Development will be obligated to issue a new LLC Certificate to the Person entitled thereto, cancel the old LLC Certificate, and record the transaction upon its books, provided, however, that Development will not be so obligated unless such Transfer was made in strict compliance with the provisions of this Agreement and any applicable state and federal Laws.

11.5 Registered Holders. Prior to presentment for registration or transfer, Development will be entitled to recognize the exclusive right of a Party registered on its books as the owner of the indicated Membership Interest and will not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any Person other than such registered Party, whether or not it has actual or other notice thereof.

Article XII
General Provisions

12.1 Amendment. The Board or any Member may propose any amendment or modification to this Agreement, but such amendment or modification may be effected only by the vote of the Board specified in Section 5.1(m)(v).

12.2 Amendment and Restatement; Entire Agreement. This Agreement amends and restates in its entirety that certain Limited Liability Company Agreement, dated September 21, 2009, by and among Gevo and CDP, in their capacity as Members of Development (the ***"Existing Agreement"***), and Development, and upon the adoption of this Agreement, the Existing Agreement shall be of no further force or effect and all of the rights and obligations described in the Existing Agreement shall be governed by the terms hereof. This Agreement, together with the Exhibits attached hereto, the portions of the Commercialization Agreement and Time Commitment Agreement specifically referenced in this Agreement, and that certain Intellectual Property Agreement to be entered into by CDP, Michael A. Slaney and David N. Black in favor of Gevo, related to the ownership of certain intellectual property by Gevo, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. The Exhibits and other attachments identified in this Agreement are incorporated herein by reference and made a part hereof.

12.3 Assignment; Binding Effect. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder except in strict compliance with the terms set forth in this Agreement, and any assignment by a Party other than in strict compliance with the terms set forth in this Agreement will be deemed invalid and not binding on such other Parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

12.4 Third Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights, remedies, obligations or liabilities of any nature whatsoever; provided, however, that the Indemnitees will, as intended third party beneficiaries thereof, be entitled to the enforcement of Article VII, but only insofar as the obligations sought to be enforced thereunder are those of Development.

12.5 Notices. All notices, requests, and other communications to be given under this Agreement must be in writing and given by personal delivery, by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as specified on Exhibit B (or to such other address as any Party may give in a notice given in accordance with the provisions hereof). All notices, requests, or other communications will be effective and deemed given only (a) if given by personal delivery, upon such personal delivery, (b) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (c) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a Business Day, or is received on a day that is not a Business Day, then such notice, request or communication will not be deemed effective or given until the next succeeding Business Day. Notices, requests and other communications sent in any other manner, unless expressly permitted in this Agreement, will not be effective.

12.6 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

12.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

12.8 Extensions; Waivers. Any Party may, for itself only, (a) extend the time for the performance of any of the obligations of any other Party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such Party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the Party to be bound thereby. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

12.9 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

12.10 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, which delivery may be made by exchange of copies of the signature page by facsimile transmission.

12.11 Expenses; Attorneys' Fees. Each of the Parties shall pay its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement.

12.12 Further Assurances. If any further action is necessary or reasonably desirable to carry out this Agreement's purposes, each Party will take such further action (including executing and delivering any further instruments and documents and providing any reasonably requested information) as the Board may reasonably request.

12.13 Injunction and Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, each Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any Proceeding, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity and nothing herein will be considered an election of remedies.

12.14 Time. Time is of the essence in the performance of this Agreement.

12.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign Law will be deemed also to refer to Law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" means "including without limitation."

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered by a duly authorized representative as of the Effective Date.

Members:

Gevo, Inc.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Its: Chief Executive Officer

CDP Gevo, LLC

By: /s/ Michael A. Slaney
Name: Michael A. Slaney
Its: Managing Partner

Development:

Gevo Development, LLC

By: /s/ Patrick Gruber
Name: Patrick Gruber
Its: Executive Chairman

Exhibit A

Definitions

"Act" means the Delaware Limited Liability Company Act.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with such Person. For the purposes of this definition, Control will be presumed by (a) David N. Black and Michael A. Slaney with respect to CDP and (b) with respect to any other Person, by a Person that beneficially owns more than 50% of any class of securities of such Person having general voting rights.

"Agreement" is defined in the preamble to this Agreement.

"Allocation Percentage" means the percentage amounts set forth on Exhibit B in column C entitled "Allocation Percentage." The Allocation Percentage for the (a) Class A Interests is subject to dilution and will be adjusted from time-to-time to account for future Capital Contributions and (b) Class B Interests is non-dilutable and will not be adjusted at any time for any reason.

"Annual Budget" is defined in Section 5.6(a).

"Board" is defined in Section 5.1(a).

"Business Day" means any day other than a Saturday, Sunday or other day when banking institutions in Englewood, Colorado are authorized or required by law or executive order to be closed.

"Capital Account" means the capital account maintained for each Party pursuant to Article IV.

"Capital Contribution" means the amount of money or the fair market value of any property (as determined by the Board as of the date of contribution) contributed to Development by any Party pursuant to Section 3.1 and Section 3.2.

"CDP" means CDP Gevo, LLC, a Texas limited liability company.

"Change in Control" means any consolidation, merger, or similar transaction (or series of transactions), in which Development is a constituent corporation or is a party with another entity, or the sale of the Membership Interests in a single transaction or series of related transactions, in each case under circumstances in which the holders of the Membership Interests outstanding immediately before such transaction or series of related transactions do not, immediately after such transaction or series of related transactions, retain equity securities representing a majority of the voting power of the surviving corporation (or its parent corporation if the surviving corporation is wholly owned by the parent corporation) of such transaction or series of related transactions, on account of the Membership Interests held by them immediately prior to such transaction or series of related transactions; provided, however, that a ***"Change in Control"*** shall not include (a) any consolidation or merger effected exclusively to change the domicile of Development or (b) any transaction or series of transactions for bona fide equity financing purposes in which cash is received by Development or any successor or indebtedness of Development is cancelled or converted or a combination thereof.

"Class A Interest" means a Membership Interest in Development designated as a class A interest, having the rights and preferences set forth in this Agreement.

"Class A Party" means any Party to the extent such Party holds a Class A Interest.

"Class B Interest" means a Membership Interest in Development designated as a class B interest, having the rights and preferences set forth in this Agreement.

"Class B Party" means any Party to the extent such Party holds a Class B Interest.

"Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code will include any subsequent amendment or replacement of that section.

"Commercialization Agreement" means that certain Commercialization Agreement, dated the Effective Date, among Development, CDP, and Gevo.

"Control" (and its derivatives and similar terms) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or control of voting equity interests, by contract or otherwise.

"Damages" means any loss, claim, damage (actual, incidental, consequential, punitive, or otherwise), liability, judgment, penalty, payment, fine, settlement, and reasonable fees and expenses (including all fees and expenses related to attorneys, advisors, consultants, accountants, and expert witnesses).

"Development" is defined in the preamble to this Agreement.

"Disabling Conduct" is defined in Section 7.1.

"Distribution Percentage" means the percentage amounts set forth on Exhibit B in column D entitled "Distribution Percentage." The Distribution Percentage for the (a) Class A Interests is subject to dilution and will be adjusted from time-to-time to account for future Capital Contributions and (b) Class B Interests is non-dilutable and will not be adjusted at any time for any reason.

"Drag Along Notice" is defined in Section 2.2(d)(i).

"Effective Date" is defined in the preamble of this Agreement.

"Estimated Tax Amount" means, with respect to each Party, an amount equal to the sum of the highest marginal federal and state (taking into consideration only those states in which Development and its Subsidiaries conduct business) income tax rate applicable to corporations or individuals, whichever is higher, multiplied by the income and gain (net of any cumulative tax benefits produced for the Parties by Development's losses, deductions, and credits), if any, allocated to each Party with respect to the relevant period.

"Existing Agreement" is defined in Section 12.2.

"Formation Certificate" is defined in Section 1.1.

"Gevo" means Gevo, Inc., a Delaware corporation.

"Gevo Board" shall mean the board of directors of Gevo.

"Gevo Termination Event" means the termination of the Commercialization Agreement by Gevo pursuant to Section 5.2(b) or 5.2(d) thereof.

"Indemnitee" means any Member, Board member, officer of Development, the Tax Matters Partner, any Person serving at the request of Development as a director or officer of another Person or any Affiliate of any of the foregoing.

"Initial Capital Contributions" is defined in Section 3.1.

"Interested Party" is defined in Section 5.5.

"Law" means any law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation, executive order, or other similar authority enacted, adopted, promulgated, or applied by any governmental authority, each as may be amended.

"Liquidator" is defined in Section 10.2.

"LLC Certificate" is defined in Section 11.2.

"Losses" see the definition of "Profits."

"Member" means any Person executing this Agreement as of the Effective Date as a Member or any Person hereafter admitted to Development as an additional Member or Substituted Member as provided in this Agreement, but does not include any Person who has ceased to be a Member in Development or is a Non-Member Party.

"Membership Interest" means collectively the Class A Interests and Class B Interests.

"Non-Member Party" means any Transferee that is not admitted as a Substituted Member.

"Notice of Proposed Sale" is defined in Section 2.2(c)(ii).

"Order" means any order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction, or other similar determination or finding by, before, or under the supervision of any governmental authority, arbitrator, or mediator.

"Parties" or ***"Party"*** means the Members and the Non-Member Parties, collectively or individually, as the case may be.

"Person" means any individual or entity, including any corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or governmental authority.

"Proceeding" means any threatened, pending, or completed investigation, inquiry, claim, demand, action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative, or any appeal thereof.

"Profits" or ***"Losses"*** mean, for each fiscal year (or shorter accounting period, as applicable), an amount equal to Development's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments:

(a) Any income of Development that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this paragraph will be added to such taxable income or loss;

(b) Any expenditures of Development described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits and Losses pursuant to this paragraph will be subtracted from such taxable income or loss;

(c) If the value of any Development asset is adjusted in compliance with Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(d) Gain or loss resulting from any disposition of Development property with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the value of such property for Capital Account purposes notwithstanding that the adjusted tax basis of such property differs from such value;

(e) If the value of an asset for Capital Account purposes differs from its adjusted tax basis for federal income tax purposes, depreciation, amortization and other cost recovery deductions will be taken into account in accordance with applicable Treasury Regulations, including Treasury Regulations Section 1.704-1(b)(2)(iv)(g), in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing taxable income or loss;

(f) To the extent an adjustment to the adjusted tax basis of any Development asset pursuant to Code Section 734 is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Party's interest in Development, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for purposes of computing Profits and Losses; and

(g) Any items that are specially allocated by the Board to the Parties' Capital Accounts pursuant to the provisions of Section 4.2(c) in order to cause the allocation of such items to be respected for federal income tax purposes will not be taken into account in computing Profits and Losses.

"Proposed Change in Control" is defined in Section 2.2(d)(iii).

"Proxy Holder" is defined in Section 2.2(d)(iv).

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Selling Class A Party" is defined in Section 2.2(c)(i).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other business entity of which any Equity Interest (as defined in the Commercialization Agreement) is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

"Substituted Member" means a Transferee that (a) has complied with the all requirements set forth in this Agreement and stands in place of, and with all the rights and obligations of, a Transferor as a Member, (b) is admitted as a Member, and (c) is shown as a Member on the books and records of Development.

"Tag-Along Notice" is defined in Section 2.2(c)(ii).

"Tag-Along Right" is defined in Section 2.2(c)(i).

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs, ad valorem, duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Matters Partner" is defined in Section 8.3.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes required to be filed with any governmental authority, including any schedule or attachment thereto, and including any amendment thereof.

"Time Commitment Agreement" means that certain Time Commitment to Development Agreement, dated the Effective Date, among Gevo, Development, Michael A. Slaney and David N. Black.

"Transfer" or ***"Transferred"*** means a voluntary or involuntary sale, assignment, transfer, conveyance, exchange, foreclosure, bequest, devise, gift, mortgage, pledge, grant of a security interest, encumbrance, or any other alienation (in each case, with or without consideration) of any right, interest, or obligation, including with respect to all or any portion of any Membership Interest.

"Transferee" means a Person who receives all or part of a Party's Membership Interest through a Transfer.

"Transferor" means a Member, Substituted Member or a predecessor Transferor who Transfers a Membership Interest.

"Treasury Regulation" means the regulations promulgated by the United States Treasury Department under the Code. Any reference to a section of the Treasury Regulations will include any subsequent amendment or replacement of that section.

"Unreturned Capital Contributions" means, with respect to a Party, (a) the aggregate Capital Contributions made by such Party, minus (b) the aggregate distributions previously made to such Party pursuant to Section 4.3(a)(ii).

"Voting Percentage" means the percentage amounts set forth on Exhibit B in column E entitled "Voting Percentage." The Voting Percentage for the (a) Class A Interests is subject to dilution and will be adjusted from time-to-time to account for future Capital Contributions and (b) Class B Interests is non-dilutable and will not be adjusted at any time or for any reason.

Exhibit B

Capital Contribution; Allocation, Distribution and Voting Percentage

	Member	Column A Interests	Column B Capital Contribution ($)	Column C Allocation Percentage	Column D Distribution Percentage	Column E Voting Percentage
Row 1a	Gevo, Inc.	Class A (1)	[…***…]	90.00%	90.00%	90.00%*
Row 1b	[additional Parties, if any]	Class A (1)				
Row 2	*Total—Class A Interests*		[…***…]	90.00%	90.00%	90.00%*
Row 3						
Row 4	CDP Gevo, LLC	Class B (2)	—	10.00%	10.00%	10.00%
Row 5	*Total—Class B Interests*		—	10.00%	10.00%	10.00%
Row 6						
Row 7	*Total—Membership Interests*		[…***…]	100.00%	100.00%	100.00%*

1 Class A Interests will be issued in exchange for all current and future Capital Contributions. As such, each of the (i) Allocation Percentage for the Class A Interests (column C, row 1), (ii) Distribution Percentage for the Class A Interests (column D, row 1), and (iii) Voting Percentage for the Class A Interests (column E, row 1) is subject to dilution and will be adjusted from time-to-time to account for any future Capital Contributions.

2 CDP Gevo, LLC will be the only holder of Class B Interests; no additional Class B Interests will be issued. As such, each of the (i) Allocation Percentage for the Class B Interests (column C, row 4), (ii) Distribution Percentage for the Class B Interests (column D, row 4) and (iii) Voting Percentage for the Class B Interests (column E, row 4) is non-dilutable and will not be adjusted at any time for any reason.

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Notice Information of each Party

Gevo, Inc. […***…] 345 Inverness Dr. S. Building C, Suite 310 Englewood, CO 80112-5889 […***…]	CDP Gevo, LLC […***…]
Gevo Development, LLC […***…] 345 Inverness Dr. S. Building C, Suite 310 Englewood, CO 80112-5889 […***…]	

***Confidential Treatment Requested**

Exhibit C

Annual Budget

[…***…]

*Confidential Treatment Requested

Exhibit D

Form of LLC Certificate

[ ] FORMED UNDER THE LAWS OF THE STATE OF DELAWARE [ ]

Gevo Development, LLC

[ ]

This Certifies that ____ is the owner and registered holder of Class Interests of Gevo Development, LLC

transferable only on the books of the limited liability company by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

IN WITNESS WHEREOF, the said limited liability company has caused this certificate to be signed by its duly authorized representatives this ______ day of __________, __________.

NO
SEAL

[back of the LLC Certificate]

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE (A) HAS THE RIGHTS, PREFERENCES, PRIVILEGES, AND LIMITATIONS SET FORTH IN THE LIMITED LIABILITY AGREEMENT OF DEVELOPMENT DATED AS OF SEPTEMBER [__], 2009, AS MAY BE AMENDED FROM TIME TO TIME (THE "***LLC AGREEMENT***") AND (B) IS SUBJECT TO SUBSTANITAL RESTRICITONS FOR ANY SALE, ASSIGNMENT, TRANSFER, CONVEYANCE, ENCUMBRANCE, PLEDGE OR OTHER TRANSFER OR ALIENATION (WITH OR WITHOUT CONSIDERATION) OF SUCH INTEREST AS MORE SPECFICALLY DESCRIBED IN THE LLC AGREEMENT.

DEVELOPMENT WILL FURNISH, WITHOUT CHARGE, TO THE RECORD HOLDER OF THIS CERTIFICATE A COPY OF THE LLC AGREEMENT UPON WRITTEN REQUEST OF SUCH RECORD HOLDER TO DEVELOPMENT AT ITS PRINCIPAL PLACE OF BUSINESS.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, CONVEYED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER.

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

COMMERCIALIZATION AGREEMENT

This Commercialization Agreement (this "***Agreement***"), dated as of September 21, 2009 (the "***Effective Date***"), is made by and among Gevo, Inc., a Delaware corporation ("***Gevo***"), CDP Gevo, LLC, a Texas limited liability company ("***CDP***"), and Gevo Development, LLC, a Delaware limited liability company ("***Development***"). Gevo, CDP, and Development are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

Recitals

A. Capitalized terms used in this Agreement, but not otherwise defined, will have the meanings set forth in Exhibit A to this Agreement.

B. Gevo desires to commercialize its proprietary intellectual property and intends to conduct the business of commercializing such intellectual property exclusively through Development, on the terms and subject to the conditions contained in this Agreement.

C. Gevo desires to engage CDP, and CDP desires to be engaged, to lead and manage certain aspects of, and to assist in various other aspects related to, the commercialization efforts.

D. In connection with the execution and delivery of this Agreement, Development will issue 100% of its Equity Interests to Gevo and CDP, as such issuances are more specifically described in the LLC Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants contained in this Agreement, and other good and valuable consideration, the adequacy, receipt, and sufficiency of which are hereby acknowledged, each Party hereby agrees as follows:

Article I
Services and Compensation

1.1 Service of Gevo. Subject to the authority of the Board pursuant to the LLC Agreement, Development engages Gevo to provide, and Gevo will provide to Development or a Subsidiary of Development, as applicable, the following services: (a) develop markets for renewable fuels and chemicals; (b) provide technical and operational support for its Intellectual Property and the retrofit of Project Production Facilities with such Intellectual Property; and (c) provide all necessary and reasonable support to CDP and Development and its Subsidiaries in connection with their respective responsibilities and the achievement of the Milestones. For the avoidance of doubt, the Parties acknowledge and agree that the Related Activities are separate and distinct from Gevo's services pursuant to this Section 1.1 and the provision of the Related Activities will be provided by Gevo to Development or a Subsidiary of Development in consideration for such licensing fees and other payments as shall be set forth in license, marketing, logistics or other similar agreements to be entered into between Gevo and Development or a Subsidiary of Development in connection with the Related Activities.

1.2 Services of CDP. Subject to the authority of the Board pursuant to the LLC Agreement, Development engages CDP to provide, and CDP will provide to Development or a Subsidiary of Development, as applicable, the following services: (a) raise Capital for the Project Activities; (b) manage and deploy such Capital; (c) identify Production Facilities for potential Project Activities transactions; (d) develop and execute projects incorporating the Intellectual Property of Gevo into Project Production Facilities; (d) oversee production and operations management of the Project Production Facilities; and (e) provide all necessary and reasonable support to Development and Gevo in connection with their respective responsibilities and the achievement of the Milestones.

1.3 Compensation Payable to CDP. Exhibit B to this Agreement sets forth the amounts and terms of the cash compensation payments (scheduled and incentive) payable by Development to CDP in consideration for the professional, competent and timely performance by CDP of its services pursuant to the terms of this Agreement and by Michael A. Slaney and David N. Black of their services pursuant to the Time Commitment Letter Agreement.

1.4 Use of Third Party Experts. Subject to the Annual Budget and Board approval, each of Gevo and CDP may from time-to-time engage third party experts (e.g., engineers, consultants, attorneys, accountants, etc.), as may be reasonably necessary, on behalf of Development to assist in executing the services specified in this Agreement. Development will be responsible for the payment of all fees and expenses of such third party experts.

1.5 Management Policy. Notwithstanding anything to the contrary in this Agreement, the property, funds, affairs and management of Development will be the responsibility of the Board in accordance with the LLC Agreement. Each of Gevo and CDP will be guided by, and adhere to, the LLC Agreement and any policies established by the Board in accordance with the LLC Agreement in performing all of the services specified in this Agreement.

Article II
Exclusivity and Ancillary Agreements

2.1 Exclusivity.

(a) *Exclusivity restrictions—Gevo and its Subsidiaries*. Gevo will, and will cause each of its current and future Subsidiaries to, (i) conduct all Project Activities solely through Development and its Subsidiaries, (ii) not engage or invest in or advise with respect to any Project Activities, except through Development and its Subsidiaries, and (iii) not engage or invest in or advise with respect to any Related Activities, except through Gevo.

(b) *Exclusivity restrictions—CDP*. CDP and its Affiliates will (i) conduct all Project Activities solely through Development and its Subsidiaries, (ii) not engage or invest in or advise with respect to any Project Activities, except through Development and its Subsidiaries, and (iii) not engage or invest in or advise with respect to any activities related to the production of biofuels and biochemicals, except through Development and its Subsidiaries.

(c) *Exclusivity restrictions—Development*. Development will, and will cause each of its current and future Subsidiaries to, (i) conduct all Project Activities solely through itself and its Subsidiaries, (ii) not engage or invest in or advise with respect to any Project

Activities, except through itself and its Subsidiaries, (iii) not engage or invest in or advise with respect to any Related Activities, except through Gevo, (iv) except as contemplated by Section 1.4, not engage any Person other than Gevo to provide the services set forth in Section 1.1, and (v) except as contemplated by Section 1.4, not engage any Person other than CDP to provide the services set forth in Section 1.2.

(d) *Clarifying statement*. For the purpose of clarity, nothing in this Section 2.1 will prohibit Gevo from licensing its Intellectual Property to any Person (i) into which Gevo directly or indirectly deploys no Capital and (ii) in which Gevo owns no direct or indirect Equity Interest or debt security; provided however, that Gevo will not be deemed to have deployed Capital into a Person or own a direct or indirect Equity Interest or debt security in a Person solely by reason of Gevo's entry into a license agreement with such Person, where such license contains a profit sharing or other warrant-type component.

(e) *Savings clause*. If this Section or any portion hereof will be invalidated on any ground by any court of competent jurisdiction, then each Party will nevertheless be bound to the full extent permitted by any applicable portion of this Section 2.1 that will not have been invalidated after application of Section 6.9 and to the fullest extent permitted by applicable laws.

(f) *Acknowledgements of the Parties*. Each Party acknowledges that (i) the other Parties would suffer irreparable injury if it breaches any of the terms of this Section 2.1, (ii) the scope of the restrictions provided for in this Section 2.1 are reasonable, (iii) the benefits derived by such Party pursuant to this Agreement are sufficient inducement for it to agree to the terms hereof, (iv) the provisions of this Section 2.1 are reasonable and necessary to protect the intent of the Parties and (v) the other Parties may enforce this Section 2.1 by obtaining, in addition to any monetary damages, injunctive relief to enjoin such Party from its violation.

2.2 Agreements regarding the First Project Production Facility.

(a) *Put right covering the first Project Production Facility*. Development will have the right and option at any time after the Effective Date and prior to the purchase and commencement of the retrofit of the second Project Production Facility, exercisable by written notice to Gevo, to sell to Gevo and to cause Gevo to purchase from Development or a Subsidiary of Development, as applicable, all right, title, and interest in and to the first Project Production Facility for an aggregate purchase price equal to the Net Cost Basis of the first Project Production Facility (the "***Put Option***"). Development will fix the date for the closing of the exercise of the Put Option in the written notice to Gevo, which date will be no earlier than ten (10) but not more than thirty (30) days after the date such written notice is provided to Gevo. At the closing of the Put Option, each Party will deliver all documents and instruments and take all actions reasonably necessary or desirable to consummate the transactions contemplated by the Put Option, including entering into a customary agreement reflecting the terms of the Put Option and containing assumption of related liabilities, representations and warranties and indemnities.

(b) *Call right covering the first Project Production Facility*. Development will have the right and option at any time after the Effective Date and prior to the purchase and commencement of the retrofit of the second Project Production Facility, exercisable by written notice to Gevo, to purchase from Gevo and to cause Gevo to sell to Development or a Subsidiary of Development, as applicable, all right, title, and interest in and to the first Project Production Facility for an aggregate purchase price equal to the Net Cost Basis of the first Project Production Facility (the "***Call Option***"). Development will fix the date for the closing of the exercise of the Call Option in the written notice to Gevo, which date will be no earlier than ten (10) but not more than thirty (30) days after the date such written notice is provided to Gevo. At the closing of the Call Option, each Party will deliver all documents and instruments and take all actions reasonably necessary or desirable to consummate the transactions contemplated by the Call Option, including entering into a customary agreement reflecting the terms of the Call Option and containing assumption of related liabilities, representations and warranties and indemnities.

2.3 Annual Budget.

(a) *Form and preparation of the Annual Budgets*. Gevo and CDP, together with the members of senior management of Development, will prepare and submit to the Board a proposed annual budget prepared on a consolidated and unconsolidated basis (including pro forma income and expense projections and other financial statements and items requested by the Board) for Development and each subsidiary of Development (such consolidated and unconsolidated annual budgets, the "***Annual Budgets***"). Exhibit C to this Agreement sets forth the form of the unconsolidated Annual Budget for Development. Each Party agrees to prepare the Annual Budgets using the form, guidelines and principles set forth on Exhibit C; provided, however, that the amounts set forth on Exhibit C are subject to Board approval.

(b) *Submission and approval of the Annual Budgets*. The Annual Budgets will be submitted within a reasonable period of time before the beginning of each calendar year, but in no event less than sixty (60) days prior to the beginning of such calendar year. Within fifteen (15) days of receipt by the Board of such proposed Annual Budgets, the Board will meet (or otherwise communicate) and use good faith, reasonable efforts to reach agreement on the proposed Annual Budgets. The affirmative vote of not less than four (4) Board members will be required to approve an Annual Budget that does not adhere to the form, guidelines, and principles set forth on Exhibit C; provided, however, that if, at the time such vote is taken, there shall be fewer than four (4) Board members, the affirmative vote of a majority of the Board members then in office shall be required.

(c) *Compliance with Annual Budgets.* Each of Gevo and CDP covenants and agrees that it will execute the services specified in this Agreement and otherwise carry out its activities pursuant to this Agreement in accordance with the Annual Budgets approved by the Board, as the same may be modified from time to time with Board approval.

2.4 Additional Agreements.

(a) *Gevo agreements*. Simultaneous with the execution hereof, Gevo will execute and deliver each of the following documents to the appropriate counterparty: (i) the Guaranty Agreement, (ii) the LLC Agreement, (iii) the Warrant Agreement, (iv) the Exchange Agreement and (v) the Time Commitment Letter Agreement.

(b) *CDP agreements*. Simultaneous with the execution hereof, CDP will execute and deliver each of the following documents to the appropriate counterparty(s): (i) the Guaranty Agreement, (ii) the LLC Agreement, (iii) the Warrant Agreement and (iv) the Exchange Agreement.

(c) *Development agreements*. Simultaneous with the execution hereof, Development will execute and deliver each of the following documents to the appropriate counterparty(s): (i) the LLC Agreement and (ii) the Time Commitment Letter Agreement.

2.5 <u>CDP Co-Investment Obligation</u>. CDP will purchase the identical securities issued to Gevo and its stockholders in connection with the Project Activities transaction and retrofit of the first Project Production Facility in an amount equal to […***…] of the Gevo Investment Amount (the ***"Co-Investment Obligation"***); provided, that CDP shall not be deemed to be in breach of this <u>Section 2.5</u> by reason of its inability to immediately fund the Co-Investment Obligation so long as CDP (a) promptly provides the board of directors of Gevo with a reasonably achievable plan, setting forth in sufficient detail the steps it intends to take to obtain the funds necessary to fulfill the Co-Investment Obligation within a reasonable period of time, and (b) fulfills the Co-Investment Obligation within six months.

Article III
Status of the Parties

3.1 <u>Independent Contractor Status</u>. Each of Gevo and CDP will be deemed an independent contractor with full control over the manner and method of its operations and employees and the performance of the services set forth in this Agreement.

3.2 <u>Separate Entities</u>. Each of Gevo, CDP, and Development is a separate entity, and nothing in this Agreement will be construed to create (a) any rights or liabilities of any Party for any rights, privileges, duties or liabilities of any other Party or (b) a partnership or joint venture between the Parties, except in each case to the extent expressly provided in the LLC Agreement. Development will be responsible for paying all of its obligations and liabilities when due and payable to its creditors.

Article IV
Representations and Warranties

4.1 <u>Representations and Warranties</u>. Each Party represents and warrants to each of the other Parties that: (a) such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to execute, deliver, and perform this Agreement and the other documents and instruments to be executed by it pursuant to this Agreement; (b) such Party has taken all corporate action necessary to permit it to execute and deliver this Agreement and the other documents and instruments to be executed by it pursuant to this Agreement and to carry out the terms hereof and thereof; (c) this Agreement and each such document and instrument related hereto have been or will be duly executed and delivered by such Party and, when duly executed and delivered by such Party, will constitute a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except to the extent limited by (i) applicable bankruptcy, insolvency,

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reorganization, moratorium and similar laws of general application related to the enforcement of creditor's rights generally, and (ii) general principles of equity, and (d) such Party is not required to obtain any order, consent, approval or authorization of, or to make any declaration or filing with, any third party or governmental authority in connection with the execution and delivery of this Agreement and the other documents and instruments to be executed by it pursuant hereto or the consummation of the transactions contemplated hereby and thereby, except for such order, consent, approval, authorization, declaration or filing as has been obtained.

Article V
Term and Termination

5.1 Term. The term of this Agreement commences on the Effective Date and will expire on December 31, 2016 (such date, the "***Expiration Date***"), unless terminated earlier pursuant to Section 5.2.

5.2 Early Termination. This Agreement may be terminated at any time before the Expiration Date (a) by the mutual written consent of CDP and Gevo, (b) by Gevo upon the occurrence of a Termination Event, (c) by Gevo at any time after January 1, 2015 upon the payment to CDP in an amount equal to the total amount paid to CDP pursuant to Section 1.3 for the twelve (12) months immediately prior to such termination, (d) so long as neither Gevo nor Development is in default of, or has caused another Party to default on, any of its material obligations hereunder or under any other Related Agreement, by Gevo upon the breach by CDP, Michael A. Slaney or David N. Black of a material contractual commitment of such party set forth in any of the Related Agreements; provided, however, that if such breach is susceptible to cure, the breaching Party will have thirty (30) days in which to cure such breach after receiving written notice from Gevo specifying the alleged breach and notifying the breaching Party of Gevo's intention to terminate this Agreement due to such breach if not so cured, (e) by CDP upon the bankruptcy of Gevo or (f) so long as neither CDP, Michael A. Slaney nor David N. Black is in default of, or has caused another Party to default on, any of its material obligations hereunder or under any other Related Agreement, by CDP upon the breach by Gevo or Development of a material contractual commitment of such party set forth in any of the Related Agreements; provided, however, that if such breach is susceptible to cure, the breaching party will have thirty (30) days in which to cure such breach after receiving written notice from CDP specifying the alleged breach and notifying the breaching party of CDP's intention to terminate this Agreement due to such breach if not so cured.

Article VI
Miscellaneous Provisions

6.1 Amendment. This Agreement may not be amended or modified except by a writing signed by all of the Parties.

6.2 Entire Agreement. This Agreement, together with the Exhibits attached hereto and the portions of the Related Agreements specifically referenced in this Agreement, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. The Exhibits identified in this Agreement are an integral part of this Agreement and are incorporated herein by this reference and made a part hereof.

6.3 Assignment; Binding Effect. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, and any such assignment by a Party without prior written approval of the other Parties will be deemed invalid and not binding on such other Parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

6.4 Third Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights, remedies, obligations or liabilities of any nature whatsoever.

6.5 Notices. All notices, requests, and other communications to be given under this Agreement must be in writing and given by personal delivery, by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as specified below (or to such other address as any Party may give in a notice given in accordance with the provisions hereof).

If to Gevo or Development:	If to CDP
[...***...] 345 Inverness Dr. S. Building C, Suite 310 Englewood, CO 80112-5889 [...***...]	[...***...]

All notices, requests, or other communications will be effective and deemed given only (a) if given by personal delivery, upon such personal delivery, (b) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (c) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

6.6 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

6.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

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6.8 Extensions; Waivers. Any Party may, for itself only, (a) extend the time for the performance of any of the obligations of any other Party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such Party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the Party to be bound thereby. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

6.9 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

6.10 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, which delivery may be made by exchange of copies of the signature page by facsimile transmission.

6.11 Expenses; Attorneys' Fees. Each of the Parties shall pay its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement.

6.12 Further Assurances. If any further action is necessary or reasonably desirable to carry out this Agreement's purposes, each Party will take such further action (including executing and delivering any further instruments and documents and providing any reasonably requested information) as the Board may reasonably request.

6.13 Injunction and Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, each Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically Article II of this Agreement and its provisions in any Proceeding, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity and nothing herein will be considered an election of remedies.

6.14 Time. Time is of the essence in the performance of this Agreement.

6.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" means "including without limitation."

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered by a duly authorized representative as of the Effective Date.

Gevo, Inc.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Title: Chief Executive Officer

CDP Gevo, LLC

By: /s/ Michael A. Slaney
Name: Michael A. Slaney
Its: Managing Partner

Gevo Development, LLC

By: /s/ Patrick Gruber
Name: Patrick Gruber
Its: Executive Chairman

Exhibit A

Definitions

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with such Person. For the purposes of this definition, Control will be presumed by (a) David N. Black and Michael A. Slaney with respect to CDP and (b) with respect to any other entity, by a Person that beneficially owns more than 50% of any class of securities of such entity having general voting rights.

"***Agreement***" is defined in the preamble of this Agreement.

"***Annual Budget***" is defined in Section 2.3(a).

"***Board***" means the board of managers of Development, as such board is more fully described in the LLC Agreement.

"***Call Option***" is defined in Section 2.2(b).

Capital" means all forms of corporate capital, including equity, debt, contributed assets, assumption of liabilities, capitalized leases, and guaranties.

"***CDP***" is defined in the preamble of this Agreement.

"Co-Investment Obligation" is defined in Section 2.5.

"***Control***" (and its derivatives and similar terms) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or control of voting equity interests, by contract or otherwise.

"***Development***" is defined in the preamble of this Agreement.

"***Effective Date***" is defined in the preamble of this Agreement.

"***Equity Interests***" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination, in each such case including all voting rights and economic rights related thereto.

"***Exchange Agreement***" means that certain Exchange Agreement, dated as of the Effective Date, between CDP and Gevo.

"***Final Performance Milestone***" is defined in Section 5.7(b) of the LLC Agreement.

"***Expiration Date***" is defined in Section 5.1.

"***Gevo***" is defined in the preamble of this Agreement.

"***Gevo Investment Amount***" means the total amount of Capital invested by Gevo and its stockholders in connection with the Project Activities transaction and retrofit of the first Project Production Facility.

"***Guaranty Agreement***" means that certain Guaranty Agreement. dated as of the Effective Date, made by Gevo in favor of CDP.

"***Intellectual Property***" means all technology, patents, copyrights, trade secrets, know-how and other information related to the foregoing, including all improvements, modifications, upgrades, and enhancements thereto.

"***LLC Agreement***" means that certain Limited Liability Company Agreement of Development, dated as of the Effective Date, executed by Development and each of Gevo and CDP, in its capacity as a member of Development.

"***Milestone***" means […***…]

"***Net Cost Basis***" means the cost basis of property reduced by any liabilities either assumed by the transferee or to which such property is subject when transferred, determined as of the date of the applicable transfer.

"***Parties***" and "***Party***" are defined in the preamble of this Agreement.

"***Person***" means any individual or entity, including any corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or governmental authority.

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“***Production Facility***” means any […***…].

“***Proceeding***” means any threatened, pending, or completed investigation, inquiry, claim, demand, action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, or any appeal thereof.

“***Project Activities***” means the deployment of Capital to (a) acquire all or a portion of the Equity Interests or debt securities of a Person that owns, directly or indirectly, a Production Facility, (b) acquire the assets comprising a Production Facility, (c) enter into a tolling arrangement with a Production Facility, (d) invest Capital for, or enter into a joint venture or other profit sharing arrangement in connection with, the purchase or retrofit of a Production Facility to incorporate the Intellectual Property of Gevo, or (e) operate a Production Facility that utilizes the Intellectual Property of Gevo.

“***Project Production Facility***” means a Production Facility that has been acquired or is otherwise owned by Development or its Subsidiaries pursuant to the consummation of a Project Activities transaction.

“***Put Option***” is defined in Section 2.2(a).

“***Related Activities***” means the following activities provided for Development or a Subsidiary of Development: (a) license or otherwise provide the Intellectual Property of Gevo to a Project Production Facility; (b) marketing and logistics for any of the products produced at a Project Production Facility; or (c) provide development or operational support services to a Project Production Facility that utilizes the Intellectual Property of Gevo.

“***Related Agreements***” means, collectively, this Agreement, the LLC Agreement, Warrant Agreement, Exchange Agreement, Time Commitment Letter Agreement and Guaranty Agreement.

“***Representative***” means, with respect to any Person, such Person’s directors, employees, officers, members, managers, managing partners, partners, and other representatives.

“***Subsidiary***” means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other business entity of which any Equity Interest is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

“***Termination Event***” means (a) the bankruptcy of CDP, (b) the conviction of Michael A. Slaney or David N. Black of any felony or of any other crime involving moral turpitude, (c) any failure on the part of CDP, Michael A. Slaney or David N. Black to professionally, competently and in a timely manner carry out their respective obligations pursuant to this Agreement or the Time Commitment Letter Agreement, as applicable, which failure continues after written notice detailing such failure is delivered to such party by Gevo or Development and a reasonable opportunity to cure has been provided to such party, (d) failure to achieve a Milestone and (d) failure to secure at least […***…] of Capital by […***…] for the operations of Development and the purchase, retrofit, and operation of Project Production Facilities.

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"***Time Commitment Letter Agreement***" means that certain Time Commitment to Development Agreement, dated the Effective Date, among Michael A. Slaney, David N. Black, Development and Gevo regarding the time commitment of Messrs. Slaney and Black to provide the services required of CDP under this Agreement.

"***Warrant Agreement***" means that certain Warrant Agreement, dated as of the Effective Date, between Gevo and CDP.

Exhibit B

Terms and Amounts of CDP Compensation

[…***…]

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Exhibit C

Form of Annual Budget for Development

[…***…]

***Confidential Treatment Requested**

Exhibit 10.10

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

GUARANTY AGREEMENT

This Guaranty Agreement (the "***Guaranty***"), dated as of September 21, 2009 (the "***Effective Date***"), is made by Gevo, Inc., a Delaware corporation ("***Guarantor***"), in favor of CDP Gevo, LLC, a Texas limited liability company ("***Creditor***").

Recitals

A. Gevo Development, LLC, a Delaware limited liability company ("***Debtor***"), Guarantor, and Creditor are parties to that certain Commercialization Agreement dated as of the Effective Date (the "***Commercialization Agreement***").

B. Guarantor is the direct parent of Debtor and will receive substantial and direct benefits from the performance by CDP of its obligations under the Commercialization Agreement.

C. Guarantor has agreed to enter into this Guaranty to provide assurance for the performance of Debtor's obligations in connection with the Commercialization Agreement and to induce Creditor to enter into the Commercialization Agreement.

D. The execution and delivery of this Guaranty by Guarantor is a condition to Creditor's execution and delivery of the Commercialization Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants contained in this Guaranty, and other good and valuable consideration, the adequacy, receipt, and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. <u>Guaranty</u>. Guarantor hereby unconditionally and absolutely guarantees the punctual payment as and when due and payable of Debtor's payment obligations arising under the Commercialization Agreement during the term of the Guaranty, as such Commercialization Agreement may be amended or modified from time to time (collectively, the "***Guaranteed Obligations***"). Guarantor's obligations and liability under this Guaranty shall be limited to Debtor's payment obligations arising under the Commercialization Agreement during the term of the Guaranty only.

2. <u>Absolute and unconditional liability</u>.

(a) *Absolute and unconditional liability*. The liability of Guarantor under this Guaranty will be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of, or defect or deficiency in, the Commercialization Agreement or any other documents executed in connection with the Commercialization Agreement;

(ii) any modification, extension or waiver of any of the terms of the Commercialization Agreement;

(iii) any change in the time, manner, terms, or place of payment of or in any other term of, all or any of the Guaranteed Obligations;

(iv) any set-off against the liabilities hereby guaranteed, or any release or amendment or waiver of or consent to departure from this Guaranty or any other guaranty, for all or any of the Guaranteed Obligations;

(v) except as to applicable statutes of limitation, failure, omission, delay, waiver, or refusal by Creditor to exercise, in whole or in part, any right or remedy held by Creditor with respect to the Commercialization Agreement or any transaction under the Commercialization Agreement;

(vi) any change in the existence, structure, or ownership of Guarantor or Debtor, or any insolvency, bankruptcy, reorganization, or other similar proceeding affecting Debtor or its assets; or

(vii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor in respect of the Guaranteed Obligations, other than payment in full of the Guaranteed Obligations.

(b) *Primary obligation; no conditions precedent; no obligation to mitigate*. The obligations of Guarantor hereunder are several from Debtor or any other person, and are primary obligations concerning which Guarantor is the principal obligor. There is no condition precedent to the enforcement of this Guaranty, except as expressly contained herein. It will not be necessary for Creditor, in order to enforce payment by Guarantor under this Guaranty, to exhaust its remedies against Debtor, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations. Creditor will not be required to mitigate damages or take any other action to reduce, collect, or enforce the Guaranteed Obligations.

(c) *Effectiveness or reinstatement of liability*. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded, or repaid by Creditor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or any other guarantor, or upon or as a result of the appointment of a receiver, intervenor, or conservator of, or trustee or similar officer for, Debtor or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. <u>Waiver</u>. This is a guaranty of payment and not of collection. Guarantor hereby waives: (a) notice of acceptance of this Guaranty and of any action by Creditor in reliance hereon or in connection herewith; (b) notice of the entry into any amendments, supplements or modifications to the Commercialization Agreement; or any waiver or consent under the Commercialization Agreement, including waivers of the payment and performance of the obligations thereunder; (c) notice of any increase, reduction, or rearrangement of Debtor’s obligations under the Commercialization Agreement or any extension of time for the payment of

any sums due and payable to Creditor under the Commercialization Agreement, subject to Guarantor's right to make inquiry of Creditor to ascertain the amount of the Guaranteed Obligations at any reasonable time; (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest, and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and (e) any requirement that suit be brought against, or any other action by Creditor be taken against, or any notice of default or other notice be given to, or any demand be made on, Debtor or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. Expenses. Notwithstanding and in addition to the limit on Guarantor's liability hereunder set forth in Section 1, Guarantor agrees to pay on demand any and all costs, including reasonable legal fees and expenses, and other expenses incurred by Creditor in enforcing Guarantor's payment obligations under this Guaranty; provided that Guarantor will not be liable for any expenses of Creditor if no payment under this Guaranty is due.

5. Subrogation. Guarantor will be subrogated to all rights of Creditor against Debtor in respect of any amounts paid by Guarantor pursuant to this Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Creditor against Debtor or any collateral which Creditor now has or acquires, until all of the Guaranteed Obligations then due and payable will have been irrevocably paid to Creditor in full. If any amount will be paid to Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations then due and payable will not have been paid in full, such amount will be held in trust for the benefit of Creditor and will forthwith be paid to Creditor to be applied to the Guaranteed Obligations. If (a) Guarantor will perform and will make payment to Creditor of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations then due and payable will have been paid in full, Creditor will, at Guarantor's request, execute and deliver to Guarantor appropriate documents necessary to evidence the transfer by subrogation to Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.

6. Notices. All notices, requests and other communications provided for or permitted to be given under this Guaranty must be in writing and given by personal delivery, by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as follows (or to such other address as any person may give in a notice given in accordance with the provisions hereof):

If to Guarantor or Debtor:	If to Creditor:
[...***...] 345 Inverness Dr. S. Building C, Suite 310 Englewood, CO 80112-5889 [...***...]	[...***...]

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All notices, requests or other communications will be effective and deemed given (a) if given by personal delivery, upon such personal delivery, (b) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (c) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

7. Demand and Payment. Any demand by Creditor for payment hereunder will be in writing, signed by a duly authorized officer of Creditor and delivered to Guarantor pursuant to Section 7 hereof, and will (a) reference this Guaranty, (b) specifically identify Debtor, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations, and (c) set forth payment instructions. There are no other requirements of notice, presentment or demand. Guarantor will pay, or cause to be paid, such Guaranteed Obligations within three (3) business days of receipt of such demand.

8. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of Creditor to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Guaranty, nor any consent to any departure by Guarantor therefrom, will in any event be effective unless such waiver will be in writing and signed by Creditor. Any such waiver will be effective only in the specific instance and for the specific purpose for which it was given. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9. Term; Termination. This Guaranty will continue in full force and effect until the earlier of (a) the termination of the Commercialization Agreement and (b) December 31, 2011; provided, however, upon termination hereof, Guarantor agrees that the obligations and liabilities hereunder will continue in full force and effect with respect to any obligations incurred prior to the termination date, and any fees and costs of enforcement in connection herewith.

10. Assignment; Successors and Assigns. Each party may assign this Guaranty and its rights, interests, and obligations hereunder only upon receipt of prior written approval of the other party, and any assignment by either party without prior written approval of the other party will be deemed invalid and not binding on such other parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Guaranty are binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors and permitted assigns.

11. Amendments. A written amendment, executed by Guarantor only, may (a) increase the guaranty limit specified in Section 1 or (b) extend the termination date of this Guaranty. No other amendment or modification of this Guaranty will be effective unless in writing and signed by Guarantor and Creditor.

12. Headings. The section and subsection headings contained in this Guaranty are inserted for convenience only and will not affect in any way the meaning or interpretation of this Guaranty.

13. Representation and Warranties. Guarantor represents and warrants to Creditor as follows:

(a) *Organization and Power*. Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver, and perform this Guaranty.

(b) *Authorization*. The execution, delivery, and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene Guarantor's constitutional documents or any contractual restriction binding on Guarantor or its assets.

(c) *Binding Obligation*. This Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

14. Limitation by Law. All rights, remedies, and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. Governing Law. This Guaranty will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered by its duly authorized representative as of the Effective Date.

Gevo, Inc.

By: /s/ Patrick Gruber
Patrick Gruber
Chief Executive Officer

Accepted:

CDP Gevo, LLC

By: /s/ Michael A. Slaney
Michael A. Slaney
Managing Partner

Exhibit 10.11

METHANOTECH, INC.

2006 OMNIBUS SECURITIES AND INCENTIVE PLAN

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ARTICLE I
PURPOSE

The purpose of this Gevo, Inc. 2006 Omnibus Securities and Incentive Plan (the "Plan") is to benefit the shareholders of Gevo, Inc. (formerly Methanotech, Inc.), a Delaware corporation (the "Company"), by assisting the Company to attract, retain and provide incentives to key management employees and nonemployee directors of, and non-employee consultants to, the Company and its Affiliates, and to align the interests of such employees, nonemployee directors and nonemployee consultants with those of the Company's shareholders. Accordingly, the Plan provides for the granting of Deferred Stock Awards, Distribution Equivalent Rights, Incentive Stock Options, Non-Qualified Stock Options, Performance Share Awards, Restricted Stock Awards, Stock Appreciation Rights, Tandem Stock Appreciation Rights, Unrestricted Stock Awards or any combination of the foregoing, as may be best suited to the circumstances of the particular Employee, Director or Consultant as provided herein.

ARTICLE II
DEFINITIONS

The following definitions shall be applicable throughout the Plan unless the context otherwise requires:

"Affiliate" shall mean any "subsidiary" (as defined in Section 424(f) of the Code) or "parent" (as defined in Section 424(e) of the Code) of the Company.

"Award" shall mean, individually or collectively, any Deferred Stock Award, Distribution Equivalent Right, Option, Performance Share Award, Performance Unit Award, Restricted Stock Award, Stock Appreciation Right, Tandem Stock Appreciation Right or Unrestricted Stock Award.

"Award Agreement" shall mean a written agreement between the Company and the Holder with respect to an Award, each of which shall constitute a part of the Plan.

"Board" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended. Reference in the Plan to any section of the Code shall be deemed to include any amendments or successor provisions to any section and any regulation under such section.

"Committee" shall mean a committee designated by the Board, which Committee shall administer the Plan as set forth in Section 4.1; provided, however, that if no such committee shall be so designated, the Board shall serve as the Committee.

"Common Stock" shall mean the Common Stock, par value $0.01 per share, of the Company.

"Company" shall mean Gevo, Inc., a Delaware corporation, and any successor thereto.

"Consultant" shall mean any non-Employee consultant or advisor to the Company or an Affiliate who has contracted directly with the Company or an Affiliate to render bona fide perform consulting or advisory services thereto.

"Director" shall mean any individual who is a member of the Board or a member of the board of directors of an Affiliate, in either case, who is not an Employee.

"Distribution Equivalent Right" shall mean an Award granted under Article XII of the Plan which entitles the Holder to receive bookkeeping credits, cash payments and/or Common Stock distributions equal in amount to the distributions that would have been made to the Holder had the Holder held a specified number of shares of Common Stock during the period the Holder held the Distribution Equivalent Right.

"Distribution Equivalent Right Award Agreement" shall mean a written agreement between the Company and a Holder with respect to a Distribution Equivalent Right Award.

"Effective Date" shall mean January 1, 2006.

"Employee" shall mean any person employed by the Company or an Affiliate.

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

"Fair Market Value" shall mean, as of any specified date, the mean of the reported high and low sales prices of the Common Stock on the stock exchange composite tape on that date, or if no prices are reported on that date, on the last preceding date on which such prices of the Common Stock are so reported. If the Common Stock is traded over-the-counter at the time a determination of its Fair Market Value is required to be made hereunder, its Fair Market Value shall be deemed to be equal to the average between the reported high and low or closing bid and asked prices of the Common Stock on the most recent date on which the Common Stock was listed on a national securities exchange or quoted on NASDAQ. In the event the Common Stock is not listed on a national securities exchange or quoted on NASDAQ at the time a determination of its Fair Market Value is required to be made hereunder, the determination of its Fair Market Value shall be made by the Committee in such manner as it deems appropriate.

"Family Member" shall mean any child, stepchild, grandchild, parent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the Holder's household (other than a tenant of the Holder), a trust in which such persons have more than fifty percent (50%) of the beneficial interest, a foundation in which such persons (or the Holder) control the management of assets, and any other entity in which such persons (or the Holder) own more than fifty percent (50%) of the voting interests.

"Holder" shall mean an Employee, Director or Consultant who has been granted an Award or any such individual's beneficiary, estate or representative, to the extent applicable.

"Incentive Stock Option" shall mean an Option which is an "incentive stock option" within the meaning of Section 422 of the Code.

"Non-Qualified Stock Option" shall mean an Option which is not an Incentive Stock Option.

"Option" shall mean an Award granted under Article VII of the Plan of an option to purchase shares of Common Stock and includes both Incentive Stock Options and Non-Qualified Stock Options.

"Option Agreement" shall mean a written agreement between the Company and a Holder with respect to an Option.

"Performance Share Award" shall mean an Award granted under Article XI of the Plan under which, upon the satisfaction of predetermined individual and/or Company performance goals and/or objectives, shares of Common Stock are paid to the Holder.

"Performance Share Award Agreement" shall mean a written agreement between the Company and a Holder with respect to a Performance Share Award.

"Performance Unit" shall mean a Unit awarded to a Holder pursuant to a Performance Unit Award.

"Performance Unit Award" shall mean an Award granted under Article X of the Plan under which, upon the satisfaction of predetermined individual and/or Company performance goals and/or objectives, a cash payment shall be made to the Holder, based on the number of Units awarded to the Holder.

"Performance Unit Award Agreement" shall mean a written agreement between the Company and a Holder with respect to a Performance Unit Award.

"Plan" shall mean this Gevo, Inc. 2006 Omnibus Securities and Incentive Plan, as amended from time to time, together with each of the Award Agreements utilized hereunder.

"Restricted Stock Award" shall mean an Award granted under Article VIII of the Plan of shares of Common Stock, the transferability of which by the Holder shall be subject to Transfer Restrictions.

"Restricted Stock Award Agreement" shall mean a written agreement between the Company and a Holder with respect to a Restricted Stock Award.

"Restriction Period" shall mean the period of time for which shares of Common Stock subject to a Restricted Stock Award shall be subject to Transfer Restrictions, as set forth in the applicable Restricted Stock Award Agreement.

"Rule 16b-3" shall mean Rule 16b-3 promulgated by the Securities and Exchange Commission under the Exchange Act, as such may be amended from time to time, and any successor rule, regulation or statute fulfilling the same or a substantially similar function.

"Stock Appreciation Right" shall mean an Award granted under Article XIII of the Plan of a right, granted alone or in connection with a related Option, to receive a payment on the date of exercise.

"Stock Appreciation Right Award Agreement" shall mean a written agreement between the Company and a Holder with respect to a Stock Appreciation Right.

"Tandem Stock Appreciation Right" shall mean a Stock Appreciation Right granted in connection with a related Option, the exercise of which shall result in forfeiture of the otherwise entitlement to purchase some or all of the shares of Common Stock under the related Option.

"Ten Percent Shareholder" shall mean an Employee who, on the date on which an Option is granted to him or her, owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any parent corporation or subsidiary corporation thereof (both as defined in Section 424 of the Code), within the meaning of Section 422(b)(6) of the Code.

"Total and Permanent Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, all as described in Section 22(e)(3) of the Code.

"Transfer Restrictions" shall mean restrictions on the transferability of shares of Common Stock awarded to an Employee, Director or Consultant under the Plan pursuant to a Restricted Stock Award Agreement.

"Units" shall mean bookkeeping units, each of which represents such monetary amount as shall be designated by the Committee in each Performance Unit Award Agreement.

"Unrestricted Stock Award" shall mean an Award granted under Article IX of the Plan of shares of Common Stock which are not subject to Transfer Restrictions.

"Unrestricted Stock Award Agreement" shall mean a written agreement between the Company and a Holder with respect to an Unrestricted Stock Award.

ARTICLE III
EFFECTIVE DATE OF PLAN

The Plan shall be effective as of the Effective Date, provided that the Plan is approved by a majority of the outstanding securities of the Company entitled to vote within twelve (12) months of such date.

ARTICLE IV
ADMINISTRATION

Section 4.1 Composition of Committee.

The Plan shall be administered by the Committee, which shall be appointed by the Board. Notwithstanding the foregoing, however, at any time that the Common Stock is listed on a national securities exchange or quoted on NASDAQ, the Committee shall consist solely of two (2) or more Directors who are each (i) "outside directors" within the meaning of Section 162(m) of the Code ("Outside Directors"), and (ii) "non-employee directors" within the meaning of Rule 16b-3 ("Non-Employee Directors"); provided, however, that the Board or the Committee may delegate to a committee of one or more members of the Board who are not (x) Outside Directors, the authority to grant Awards to eligible persons who are not (A) then "covered employees" within the meaning of Section 162(m) of the Code and are not expected to be "covered employees" at the time of recognition of income resulting from such Award, or (B) persons with respect to whom the Company wishes to comply with the requirements of Section 162(m) of the Code, and/or (y) Non-Employee Directors, the authority to grant Awards to eligible persons who are not then subject to the requirements of Section 16 of the Exchange Act. If a member of the Committee shall be eligible to receive an Award under the Plan, such Committee member shall have no authority hereunder with respect to his or her own Award.

Section 4.2 Powers.

Subject to the provisions of the Plan, the Committee shall have the sole authority, in its discretion, to determine which individuals shall receive an Award, the time or times when such Award shall be made, what type of Award shall be granted and the number of shares of Common Stock which may be issued under such Award, as applicable. In making such determinations the Committee may take into account the nature of the services rendered by the respective individuals, their present and potential contribution to the Company's (or the Affiliate's) success and such other factors as the Committee in its discretion shall deem relevant.

Section 4.3 Additional Powers.

The Committee shall have such additional powers as are delegated to it under the other provisions of the Plan. Subject to the express provisions of the Plan, the Committee is authorized to construe the Plan and the respective Award Agreements executed hereunder, to prescribe such rules and regulations relating to the Plan as it may deem advisable to carry out the intent of the Plan, and to determine the terms, restrictions and provisions of each Award, including such terms, restrictions and provisions as shall be requisite in the judgment of the Committee to cause designated Options to qualify as Incentive Stock Options, and to make all other determinations necessary or advisable for administering the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in any Award Agreement in the manner and to the extent it shall deem expedient to carry it into effect. The determinations of the Committee on the matters referred to in this Article IV shall be conclusive.

Section 4.4 Committee Action.

In the absence of specific rules to the contrary, action by the Committee shall require the consent of a majority of the members of the Committee, expressed either orally at a meeting of the Committee or in writing in the absence of a meeting.

ARTICLE V
STOCK SUBJECT TO PLAN AND LIMITATIONS THEREON

Section 5.1 Stock Grant and Award Limits.

The Committee may from time to time grant Awards to one or more Employees, Directors and/or Consultants determined by it to be eligible for participation in the Plan in accordance with the provisions of Article VI. Subject to Article XIV, the aggregate number of shares of Common Stock that may be issued under the Plan shall not exceed One Million Fifty Thousand (1,050,000) shares. Shares shall be deemed to have been issued under the Plan solely to the extent actually issued and delivered pursuant to an Award. To the extent that an Award lapses or the rights of its Holder terminate, any shares of Common Stock subject to such Award shall again be available for the grant of a new Award. Notwithstanding any provision in the Plan to the contrary, the maximum number of shares of Common Stock that may be subject to Awards of Options under Article VII and/or Stock Appreciation Rights under Article XIII, in either or both cases granted to any one Employee during any calendar year, shall be Five Hundred Twenty-Five Thousand (525,000) shares (subject to adjustment in the same manner as provided in Article XIV with respect to shares of Common Stock subject to Awards then outstanding). The limitation set forth in the preceding sentence shall be applied in a manner which shall permit compensation generated in connection with the exercise of Options to constitute “performance-based” compensation for purposes of Section 162(m) of the Code, including, but not limited to, counting against such maximum number of shares, to the extent required under Section 162(m) of the Code, any shares subject to Options that are canceled or repriced.

Section 5.2 Stock Offered.

The stock to be offered pursuant to the grant of an Award may be authorized but unissued Common Stock, Common Stock purchased on the open market or Common Stock previously issued and outstanding and reacquired by the Company.

ARTICLE VI
ELIGIBILITY FOR AWARDS; TERMINATION OF EMPLOYMENT, DIRECTOR STATUS OR CONSULTANT STATUS

Section 6.1 Eligibility.

Awards made under the Plan may be granted solely to persons who, at the time of grant, are Employees, Directors or Consultants. An Award may be granted on more than one occasion to the same Employee, Director or Consultant, and, subject to the limitations set forth in the Plan, such Award may include, a Non-Qualified Stock Option, a Restricted Stock Award, a Deferred Stock Award, an Unrestricted Stock Award, a Distribution Equivalent Right Award, any combination thereof or, solely for Employees, an Incentive Stock Option.

Section 6.2 Termination of Employment or Director Status.

Except to the extent inconsistent with the terms of the applicable Award Agreement and/or the provisions of Section 6.4, the following terms and conditions shall apply with respect to the termination of a Holder's employment with, or status as a Director of, the Company or an Affiliate, as applicable, for any reason, including, without limitation, Total and Permanent Disability or death:

(a) The Holder's rights, if any, to exercise any then exercisable Non-Qualified Stock Options shall terminate:

(1) If such termination is for a reason other than the Holder's Total and Permanent Disability or death, not more than sixty (60) days after the date of such termination of employment or after the date of such termination of Director status;

(2) If such termination is on account of the Holder's Total and Permanent Disability, six (6) months after the date of such termination of employment or Director status; or

(3) If such termination is on account of the Holder's death, six (6) months after the date of the Holder's death.

Upon such applicable date the Holder (and such Holder's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in or with respect to any such Non-Qualified Stock Options.

(b) The Holder's rights, if any, to exercise any then exercisable Incentive Stock Option shall terminate:

(1) If such termination is for a reason other than the Holder's Total and Permanent Disability or death, not more than sixty (60) days after the date of such termination of employment;

(2) If such termination is on account of the Holder's Total and Permanent Disability, six (6) months after the date of such termination of employment; or

(3) If such termination is on account of the Holder's death, six (6) months after the date of the Holder's death.

Upon such applicable date the Holder (and such Holder's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in or with respect to any such Incentive Stock Options.

(c) If a Holder's employment with, or status as a Director of, the Company or an Affiliate, as applicable, terminates for any reason prior to the actual or deemed satisfaction and/or lapse of the restrictions, terms and conditions applicable to an Award of Restricted Stock and/or Deferred Stock, such Restricted Stock and/or Deferred Stock shall immediately be canceled, and the Holder (and such Holder's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in and with respect to any such Restricted Stock and/or Deferred Stock. The immediately preceding sentence to the contrary notwithstanding, the Committee, in its sole discretion, may determine, prior to or within thirty (30) days after the date of such termination of employment or Director status, that all or a portion of any such Holder's Restricted Stock and/or Deferred Stock shall not be so canceled and forfeited.

Section 6.3 Termination of Consultant Status.

Except to the extent inconsistent with the terms of the applicable Award Agreement and/or the provisions of Section 6.4, the following terms and conditions shall apply with respect to the termination of a Holder's status as a Consultant, for any reason:

(a) The Holder's rights, if any, to exercise any then exercisable Non-Qualified Stock Options shall terminate:

(1) If such termination is for a reason other than the Holder's death, not more than sixty (60) days after the date of such termination; or

(2) If such termination is on account of the Holder's death, six (6) months after the date of the Holder's death.

(b) If the status of a Holder as a Consultant terminates for any reason prior to the actual or deemed satisfaction and/or lapse of the restrictions, terms and conditions applicable to an Award of Restricted Stock and/or Deferred Stock, such Restricted Stock and/or Deferred Stock shall immediately be canceled, and the Holder (and such Holder's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in and with respect to any such Restricted Stock and/or Deferred Stock. The immediately preceding sentence to the contrary notwithstanding, the Committee, in its sole discretion, may determine, prior to or within thirty (30) days after the date of such termination of such a Holder's status as a Consultant, that all or a portion of any such Holder's Restricted Stock and/or Deferred Stock shall not be so canceled and forfeited.

Section 6.4 Special Termination Rule.

Except to the extent inconsistent with the terms of the applicable Award Agreement, and notwithstanding anything to the contrary contained in this Article VI, if a Holder's employment with, or status as a Director of, the Company or an Affiliate shall terminate, if, within sixty (60) days of such termination, such Holder shall become a Consultant, such Holder's rights with respect to any Award or portion thereof granted thereto prior to the date of such termination may be preserved, if and to the extent determined by the Committee in its sole discretion, as if such Holder had been a Consultant for the entire period during which such Award or portion thereof had been outstanding. Should the Committee effect such determination with respect to such Holder, for all purposes of the Plan, such Holder shall not be treated as if his or her employment or Director status had terminated until such time as his or her Consultant status shall terminate, in which case his or her Award, as it may have been reduced in connection with the Holder's becoming a Consultant, shall be treated pursuant to the provisions of Section 6.3. Should a Holder's status as a Consultant terminate, if, within sixty (60) days of such termination, such Holder shall become an Employee or a Director, such Holder's rights with respect to any Award or portion thereof granted thereto prior to the date of such termination may be preserved, if and to the extent determined by the Committee in its sole discretion, as if such Holder had been an Employee or a Director, as applicable, for the entire period during which such Award or portion thereof had been outstanding, and, should the Committee effect such determination with respect to such Holder, for all purposes of the Plan, such Holder shall not be treated as if his or her Consultant status had terminated until such time as his or her employment with the Company or an Affiliate, or his or her Director status, as applicable, shall terminate, in which case his or her Award shall be treated pursuant to the provisions of Section 6.2.

ARTICLE VII
OPTIONS

Section 7.1 Option Period.

The term of each Option shall be as specified in the Option Agreement, but in no event shall exceed a ten (10) year period.

Section 7.2 Limitations on Exercise of Option.

An Option shall be exercisable in whole or in such installments and at such times as specified in the Option Agreement.

Section 7.3 Special Limitations on Incentive Stock Options.

To the extent that the aggregate Fair Market Value (determined at the time the respective Incentive Stock Option is granted) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by an individual during any calendar year under all plans of the Company and any parent corporation or subsidiary corporation thereof (both as defined in Section 424 of the Code) which provide for the grant of Incentive Stock Options exceeds One Hundred Thousand Dollars ($100,000)(or such other individual limit as may be in effect under the Code on the date of grant), such Incentive Stock Options shall be treated as Non-Qualified Stock Options. The Committee shall determine, in accordance with applicable provisions of the Code, Treasury Regulations and other administrative pronouncements, which of a Holder's Options, which were intended by the Committee to be Incentive Stock Options when granted to the Holder, will not constitute Incentive Stock Options because of such limitation, and shall notify the Holder of such determination as soon as practicable after such determination. No Incentive Stock Option shall be granted to an Employee if, at the time the Option is granted, such Employee is a Ten Percent Shareholder, unless (i) at the time such Incentive Stock Option is granted the Option price is at least one hundred ten percent (110 %) of the Fair Market Value of the Common Stock subject to the Option on the date of grant, and (ii) such Incentive Stock Option by its terms is not exercisable after the expiration of five (5) years from the date of grant.

Section 7.4 Option Agreement.

Each Option shall be evidenced by an Option Agreement in such form and containing such provisions not inconsistent with the provisions of the Plan as the Committee from time to time shall approve, including, but not limited to, provisions to qualify an Option as an Incentive Stock Option. An Option Agreement may provide for the payment of the Option price, in whole or in part, by the delivery of a number of shares of Common Stock (plus cash if necessary) having a Fair Market Value equal to such Option price. Each Option Agreement shall, solely to the extent inconsistent with the provisions of Sections 6.2, 6.3 and 6.4, as applicable, specify the effect of termination of employment, Director status or Consultant status on the exercisability of the Option. Moreover, an Option Agreement may provide for a "cashless exercise" of the Option by establishing procedures whereby the Holder, by a properly-executed written notice, directs (i) an immediate market sale or margin loan respecting all or a part of the shares of

Common Stock to which he is entitled upon exercise pursuant to an extension of credit by the Company to the Holder of the Option price, (ii) the delivery of the shares of Common Stock from the Company directly to a brokerage firm and (iii) the delivery of the Option price from sale or margin loan proceeds from the brokerage firm directly to the Company. An Option Agreement may also include provisions relating to (i) subject to the provisions hereof, accelerated vesting of Options, (ii) tax matters (including provisions covering any applicable Employee wage withholding requirements and requiring additional "gross-up" payments to Holders to meet any excise taxes or other additional income tax liability imposed as a result of a payment upon a "change of control" of the Company resulting from the operation of the Plan or of such Option Agreement) and (iii) any other matters not inconsistent with the terms and provisions of the Plan that the Committee shall in its sole discretion determine. The terms and conditions of the respective Option Agreements need not be identical.

Section 7.5 Option Price and Payment.

The price at which a share of Common Stock may be purchased upon exercise of an Option shall be determined by the Committee; provided, however, that such Option price (i) shall not be less than the Fair Market Value of a share of Common Stock on the date on which such Option is granted, (ii) if at the time the Option is granted the grantee is a Ten Percent Shareholder, shall be at least one hundred ten percent (110%) of the Fair Market Value of a share of Common Stock on the date on which such Option is granted and (iii) shall be subject to adjustment as provided in Article XIV. The Option or portion thereof may be exercised by delivery of an irrevocable notice of exercise to the Company. The Option price for the Option or portion thereof shall be paid in full in the manner prescribed by the Committee. Separate stock certificates (or, in the case of uncertificated shares, initial transaction statements or notices of issuance) shall be issued by the Company for those shares of Common Stock acquired pursuant to the exercise of an Incentive Stock Option and for those shares of Common Stock acquired pursuant to the exercise of a Non-Qualified Stock Option.

Section 7.6 Shareholder Rights and Privileges.

The Holder of an Option shall be entitled to all the privileges and rights of a shareholder of the Company solely with respect to such shares of Common Stock as have been purchased under the Option and for which certificates of stock have been registered in the Holder's name (or, in the case of uncertificated shares, for which an initial transaction statement or notice of issuance has been sent and registration of ownership made in the Holder's name in the Company's records).

Section 7.7 Options and Rights in Substitution for Stock Options Granted by Other Corporations.

Options may be granted under the Plan from time to time in substitution for stock options held by individuals employed by entities who become Employees as a result of a merger or consolidation of the employing entity with the Company or any Affiliate, or the acquisition by the Company or an Affiliate of the assets of the employing entity, or the acquisition by the Company or an Affiliate of stock of the employing entity with the result that such employing entity becomes an Affiliate.

ARTICLE VIII
RESTRICTED STOCK AWARDS

Section 8.1 Restriction Period to be Established by Committee.

At the time a Restricted Stock Award is made, the Committee shall establish the Restriction Period applicable to such Award. Each Restricted Stock Award may have a different Restriction Period, in the discretion of the Committee. The Restriction Period applicable to a particular Restricted Stock Award shall not be changed except as permitted by Section 8.2.

Section 8.2 Other Terms and Conditions.

Common Stock awarded pursuant to a Restricted Stock Award shall be represented by a stock certificate registered in the name of the Holder of such Restricted Stock Award, except that if the Company's Common Stock generally is uncertificated, the Company may instead use such form of initial transaction statement or notice of issuance as it uses for other shares. If provided for under the Restricted Stock Award Agreement, the Holder shall have the right to vote Common Stock subject thereto and to enjoy all other shareholder rights, except that (i) the Holder shall not be entitled to delivery of the stock certificate (if any) until the Restriction Period shall have expired, (ii) the Company shall retain custody of the stock certificate (if any) during the Restriction Period, (iii) the Holder may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of the Common Stock during the Restriction Period, (iv) the Holder shall be entitled to receive dividends on the Common Stock during the Restriction Period and (v) a breach of the terms and conditions established by the Committee pursuant to the Restricted Stock Award Agreement shall cause a forfeiture of the Restricted Stock Award. At the time of such Award, the Committee may, in its sole discretion, prescribe additional terms and conditions or restrictions relating to Restricted Stock Awards, including, but not limited to, rules pertaining to the effect of termination of employment, Director status or Consultant status prior to expiration of the Restriction Period. Such additional terms, conditions or restrictions shall, to the extent inconsistent with the provisions of Sections 6.2, 6.3 and 6.4, as applicable, be set forth in a Restricted Stock Award Agreement made in conjunction with the Award. Such Restricted Stock Award Agreement may also include provisions relating to (i) subject to the provisions hereof, accelerated vesting of Awards, including but not limited to accelerated vesting upon the occurrence of a "change of control" of the Company, (ii) tax matters (including provisions covering any applicable Employee wage withholding requirements and requiring additional "gross-up" payments to Holders to meet any excise taxes or other additional income tax liability imposed as a result of a payment made in connection with a "change of control" of the Company resulting from the operation of the Plan or of such Restricted Stock Award Agreement) and (iii) any other matters not inconsistent with the terms and provisions of the Plan that the Committee shall in its sole discretion determine. The terms and conditions of the respective Restricted Stock Agreements need not be identical.

Section 8.3 Payment for Restricted Stock.

The Committee shall determine the amount and form of any payment for Common Stock received pursuant to a Restricted Stock Award, provided that in the absence of such a determination, a Holder shall not be required to make any payment for Common Stock received pursuant to a Restricted Stock Award, except to the extent otherwise required by law.

Section 8.4 Restricted Stock Award Agreements.

At the time any Award is made under this Article VIII, the Company and the Holder shall enter into a Restricted Stock Award Agreement setting forth each of the matters contemplated hereby and such other matters as the Committee may determine to be appropriate.

ARTICLE IX
UNRESTRICTED STOCK AWARDS

Pursuant to the terms of the applicable Unrestricted Stock Award Agreement, a Holder may be awarded (or sold at a discount) shares of Common Stock which are not subject to Transfer Restrictions, in consideration for past services rendered thereby to the Company or an Affiliate or for other valid consideration.

ARTICLE X
PERFORMANCE UNIT AWARDS

Section 10.1 Terms and Conditions.

The Committee shall set forth in the applicable Performance Unit Award Agreement the performance goals and objectives (and the period of time to which such goals and objectives shall apply) which the Holder and/or the Company would be required to satisfy before the Holder would become entitled to payment pursuant to Section 10.2, the number of Units awarded to the Holder and the dollar value assigned to each such Unit.

Section 10.2 Payments.

The Holder of a Performance Unit shall be entitled to receive a cash payment equal to the dollar value assigned to such Unit under the applicable Performance Unit Award Agreement if the Holder and/or the Company satisfy (or partially satisfy, if applicable under the applicable Performance Unit Award Agreement) the performance goals and objectives set forth in such Performance Unit Award Agreement.

ARTICLE XI
PERFORMANCE SHARE AWARDS

Section 11.1 Terms and Conditions.

The Committee shall set forth in the applicable Performance Share Award Agreement the performance goals and objectives (and the period of time to which such goals and objectives shall apply) which the Holder and/or the Company would be required to satisfy before the Holder would become entitled to the receipt of shares of Common Stock pursuant to such Holder's Performance Share Award and the number of shares of Common Stock subject to such Performance Share Award.

Section 11.2 Shareholder Rights and Privileges.

The Holder of a Performance Share Award shall have no rights as a shareholder of the Company until such time, if any, as the Holder actually receives shares of Common Stock pursuant to the Performance Share Award.

ARTICLE XII
DISTRIBUTION EQUIVALENT RIGHTS

Section 12.1 Terms and Conditions.

The Committee shall set forth in the applicable Distribution Equivalent Rights Award Agreement the terms and conditions, if any, including whether the Holder is to receive credits currently in cash, is to have such credits reinvested (at Fair Market Value determined as of the date of reinvestment) in additional shares of Common Stock or is to be entitled to choose among such alternatives. Distribution Equivalent Rights Awards may be settled in cash or in shares of Common Stock, as set forth in the Applicable Distribution Equivalent Rights Award Agreement. A Distribution Equivalent Rights Award may, but need not be, awarded as a component of another Award, where, if so awarded, such Distribution Equivalent Rights Award shall expire or be forfeited by the Holder under the same conditions as under such other Award.

Section 12.2 Interest Equivalents.

The Distribution Equivalent Rights Award Agreement for a Distribution Equivalent Rights Award may provide for the crediting of interest on a Distribution Rights Award to be settled in cash at a future date, at a rate set forth in the applicable Distribution Equivalent Rights Award Agreement, on the amount of cash payable thereunder.

ARTICLE XIII
STOCK APPRECIATION RIGHTS

Section 13.1 Terms and Conditions.

The Committee shall set forth in the applicable Stock Appreciation Right Award Agreement the terms and conditions of the Stock Appreciation Right, including (i) the base value (the “Base Value”) for the Stock Appreciation Right, which for purposes of a Stock Appreciation which is not a Tandem Stock Appreciation Right, shall be equal to the Fair Market Value of a share of the Common Stock on the date of grant of the Stock Appreciation Right, (ii) the number of shares of Common Stock subject to the Stock Appreciation Right, (iii) the period during which the Stock Appreciation Right may be exercised, and (iv) any other special rules and/or requirements which the Committee imposes upon the Stock Appreciation Right. Upon the exercise of some or all of the portion of a Stock Appreciation Right, the Holder shall receive a payment from the Company, in cash or in the form of shares of Common Stock having an equivalent Fair Market Value or in a combination of both, as determined in the sole discretion of the Committee, equal to the product of:

(a) The excess of (i) the Fair Market Value of a share of the Common Stock on the date of exercise, over (ii) the Base Value, multiplied by;

(b) The number of shares of Common Stock with respect to which the Stock Appreciation Right is exercised.

Section 13.2 Tandem Stock Appreciation Rights.

If the Committee grants a Stock Appreciation Right which is intended to be a Tandem Stock Appreciation Right, the following special rules shall apply:

(a) The Base Value shall be equal to the exercise price of the related Option;

(b) The Tandem Stock Appreciation Right may be exercised for all or part of the shares of Common Stock which are subject to the related Option, but solely upon the surrender by the Holder of the Holder’s right to exercise the equivalent portion of the related Option (and when a share of Common Stock is purchased under the related Option, an equivalent portion of the related Tandem Stock Appreciation Right shall be cancelled); and

(c) If the related Option is an Incentive Stock Option:

(1) The Tandem Stock Appreciation Right shall expire no later than the date of the expiration of the related Incentive Stock Option;

(2) The value of the payment with respect to the Tandem Stock Appreciation Right may be no more than one hundred percent (100%) of the difference between the exercise price under the related Incentive Stock Option and the Fair Market Value of the shares of Common Stock subject

to the related Incentive Stock Option at the time the Tandem Stock Appreciation Right is exercised; and

(3) The Tandem Stock Appreciation Right may be exercised solely when the Fair Market Value of the shares of Common Stock subject to the related Incentive Stock Option exceeds the exercise price under the related Incentive Stock Option.

ARTICLE XIV
RECAPITALIZATION OR REORGANIZATION

Section 14.1 Adjustments to Common Stock.

The shares with respect to which Awards may be granted under the Plan are shares of Common Stock as presently constituted; provided, however, that if, and whenever, prior to the expiration or distribution to the Holder of an Award theretofore granted, the Company shall effect a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend on Common Stock without receipt of consideration by the Company, the number of shares of Common Stock with respect to which such Award may thereafter be exercised or satisfied, as applicable, (i) in the event of an increase in the number of outstanding shares, shall be proportionately increased, and the purchase price per share shall be proportionately reduced, and (ii) in the event of a reduction in the number of outstanding shares, shall be proportionately reduced, and the purchase price per share shall be proportionately increased. Notwithstanding the foregoing, any such adjustment made with respect to an Award which is an Incentive Stock Option shall comply with the requirements of Section 424(a) of the Code, and in no event shall any such adjustment be made which would render any Incentive Stock Option granted under the Plan to be other than an “incentive stock option” for purposes of Section 422 of the Code.

Section 14.2 Recapitalization.

If the Company recapitalizes or otherwise changes its capital structure, thereafter upon any exercise or satisfaction, as applicable, of a previously granted Award, the Holder shall be entitled to receive (or entitled to purchase, if applicable) under such Award, in lieu of the number of shares of Common Stock then covered by such Award, the number and class of shares of stock and securities to which the Holder would have been entitled pursuant to the terms of the recapitalization if, immediately prior to such recapitalization, the Holder had been the holder of record of the number of shares of Common Stock then covered by such Award.

Section 14.3 Other Events.

In the event of changes to the outstanding Common Stock by reason of recapitalization, reorganization, mergers, consolidations, combinations, exchanges or other relevant changes in capitalization occurring after the date of the grant of any Award and not otherwise provided for under this Article XIV, any outstanding Awards and any Award Agreements evidencing such Awards shall be subject to adjustment by the Committee in its discretion as to the number and price of shares of Common Stock or other consideration subject to such Awards. In the event of any such change to the outstanding Common Stock, the aggregate number of shares available under the Plan may be appropriately adjusted by the Committee, the determination of which shall be conclusive.

Section 14.4 Powers Not Affected.

The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or of the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change of the Company's capital structure or business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Common Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

Section 14.5 No Adjustment for Certain Awards.

Except as hereinabove expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect previously granted Awards, and no adjustment by reason thereof shall be made with respect to the number of shares of Common Stock subject to Awards theretofore granted or the purchase price per share, if applicable.

ARTICLE XV
AMENDMENT AND TERMINATION OF PLAN

The Board in its discretion may terminate the Plan at any time with respect to any shares for which Awards have not theretofore been granted. The Board shall have the right to alter or amend the Plan or any part hereof from time to time; provided, however, that no change in any Award theretofore granted may be made which would materially and adversely impair the rights of a Holder without the consent of the Holder (unless such change is required in order to cause the benefits under the Plan to qualify as "performance-based" compensation within the meaning of Section 162(m) of the Code).

ARTICLE XVI
MISCELLANEOUS

Section 16.1 No Right to Award.

Neither the adoption of the Plan by the Company nor any action of the Board or the Committee shall be deemed to give an Employee, Director or Consultant any right to an Award except as may be evidenced by an Award Agreement duly executed on behalf of the Company, and then solely to the extent and on the terms and conditions expressly set forth therein.

Section 16.2 No Rights Conferred.

Nothing contained in the Plan shall (i) confer upon any Employee any right with respect to continuation of employment with the Company or any Affiliate, (ii) interfere in any way with the right of the Company or any Affiliate to terminate the employment of an Employee at any time, (iii) confer upon any Director any right with respect to continuation of such Director's membership on the Board, (iv) interfere in any way with the right of the Company or an Affiliate to terminate a Director's membership on the Board at any time, (v) confer upon any Consultant any right with respect to continuation of his or her consulting engagement with the Company or any Affiliate, or (vi) interfere in any way with the right of the Company or an Affiliate to terminate a Consultant's consulting engagement with the Company or an Affiliate at any time.

Section 16.3 Other Laws; Withholding.

The Company shall not be obligated to issue any Common Stock pursuant to any Award granted under the Plan at any time when the shares covered by such Award have not been registered under the Securities Act of 1933 and under such other state and federal laws, rules or regulations as the Company or the Committee deems applicable and, in the opinion of legal counsel of the Company, if there is no exemption from the registration requirements of such laws, rules or regulations available for the issuance and sale of such shares. No fractional shares of Common Stock shall be delivered, nor shall any cash in lieu of fractional shares be paid. The Company shall have the right to deduct in cash (whether under this Plan or otherwise) in connection with all Awards any taxes required by law to be withheld and to require any payments required to enable it to satisfy its withholding obligations. In the case of any Award satisfied in the form of shares of Common Stock, no shares shall be issued unless and until arrangements satisfactory to the Company shall have been made to satisfy any tax withholding obligations applicable with respect to such Award. Subject to such terms and conditions as the Committee may impose, the Company shall have the right to retain, or the Committee may, subject to such terms and conditions as it may establish from time to time, permit Holders to elect to tender, Common Stock (including Common Stock issuable in respect of an Award) to satisfy, in whole or in part, the amount required to be withheld.

Section 16.4 No Restriction on Corporate Action.

Nothing contained in the Plan shall be construed to prevent the Company or any Affiliate from taking any corporate action which is deemed by the Company or such Affiliate to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Award made under the Plan. No Employee, Director, Consultant, beneficiary or other person shall have any claim against the Company or any Affiliate as a result of any such action.

Section 16.5 Restrictions on Transfer.

No Award under the Plan or any Award Agreement and no rights or interests herein or therein, shall or may be assigned, transferred, sold, exchanged, encumbered, pledged or otherwise hypothecated or disposed of by a Holder except (i) by will or by the laws of descent and distribution, or (ii) except for an Incentive Stock Option, by gift to any Family Member of the Holder, or pursuant to a divorce decree or domestic relations order. An Award may be exercisable during the lifetime of the Holder only by such Holder or by the Holder's guardian or legal representative unless it has been transferred (in whole or in part) by gift to a Family Member of the Holder or by divorce decree or domestic relations order, in which case it (or the transferred portion) shall be exercisable solely by such transferee. Notwithstanding any such transfer, the Holder shall continue to be subject to the withholding requirements provided for under Section 16.3 hereof.

Section 16.6 Beneficiary Designations.

Each Holder may, from time to time, name a beneficiary or beneficiaries (who may be contingent or successive beneficiaries) for purposes of receiving any amount which is payable in connection with an Award under the Plan upon or subsequent to the Holder's death. Each such beneficiary designation shall serve to revoke all prior beneficiary designations, be in a form prescribed by the Company and be effective solely when filed by the Holder in writing with the Company during the Holder's lifetime. In the absence of any such written beneficiary designation, for purposes of the Plan, a Holder's beneficiary shall be the Holder's estate.

Section 16.7 Rule 16b-3.

It is intended that, at any time when the Common Stock is listed on a national securities exchange or quoted on NASDAQ, the Plan and any Award made to a person subject to Section 16 of the Exchange Act shall meet all of the requirements of Rule 16b-3. If any provision of the Plan or of any such Award would disqualify the Plan or such Award under, or would otherwise not comply with the requirements of, Rule 16b-3, such provision or Award shall be construed or deemed to have been amended as necessary to conform to the requirements of Rule 16b-3.

Section 16.8 Section 162(m).

It is intended that, at any time when the Common Stock is listed on a national securities exchange or quoted on NASDAQ, the Plan shall comply fully with and meet all the requirements of Section 162(m) of the Code so that Awards hereunder which are made to Holders who are “covered employees” (as defined in Section 162(m) of the Code) shall constitute “performance-based” compensation within the meaning of Section 162(m) of the Code. The performance criteria to be utilized under the Plan for such purposes shall consist of objective tests based on one or more of the following: [earnings or earnings per share, cash flow, customer satisfaction, revenues, financial return ratios (such as return on equity and/or return on assets), market performance, shareholder return and/or value, operating profits, EBITDA, net profits, profit returns and margins, stock price, credit quality, sales growth, market share, comparisons to peer companies (on a company-wide or divisional basis), working capital and/or individual or aggregate employee performance]. If any provision of the Plan would disqualify the Plan or would not otherwise permit the Plan to comply with Section 162(m) as so intended, such provision shall be construed or deemed amended to conform to the requirements or provisions of Section 162(m); provided, however, that no such construction or amendment shall have an adverse effect on the economic value to a Holder of any Award previously granted hereunder.

Section 16.9 Other Plans.

No Award, payment or amount received hereunder shall be taken into account in computing an Employee’s salary or compensation for the purposes of determining any benefits under any pension, retirement, life insurance or other benefit plan of the Company or any Affiliate, unless such other plan specifically provides for the inclusion of such Award, payment or amount received.

Section 16.10 Limits of Liability.

Section 16.11

Any liability of the Company with respect to an Award shall be based solely upon the contractual obligations created under the Plan and the Award Agreement. Neither the Company nor any member of the Committee shall have any liability to any party for any action taken or not taken, in good faith, in connection with or under the Plan.

Section 16.12 Governing Law.

Except as otherwise provided herein, the Plan shall be construed in accordance with the laws of the State of Delaware.

Section 16.13 Severability of Provisions.

If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included in the Plan.

Section 16.14 No Funding.

The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of funds or assets to ensure the payment of any Award.

Section 16.15 Headings.

Headings used throughout the Plan are for convenience only and shall not be given legal significance.

Section 16.16 California Information Requirements.

The Company shall comply with the information requirements applicable to the Plan pursuant to Section 260.140.46 of the California Code of Regulations.

GEVO, INC.
2006 OMNIBUS SECURITIES AND INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

This Restricted Stock Award Agreement (this “Agreement”) is made by and between Gevo, Inc., a Delaware corporation (the “Company”), and ______ (the “Awardee”).

RECITALS

The Company has adopted the Gevo, Inc. 2006 Omnibus Securities and Incentive Plan (the “Plan”) for the benefit of its employees, nonemployee directors and consultants and the employees, nonemployee directors and consultants of its affiliates, and

The Committee has authorized the award to the Awardee of shares of Restricted Stock (“Restricted Shares”) under the Plan, on the terms and conditions set forth in the Plan and as hereinafter provided.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises contained herein, the Company and the Awardee hereby agree as follows:

1. Definitions. Terms used in this Agreement and not herein defined shall have the meanings as set forth in the Plan.

2. Award of Restricted Shares. The Committee hereby awards to the Awardee ______ Restricted Shares. All such Restricted Shares shall be subject to the transferability restrictions and forfeiture provisions contained in Sections 4, 5 and 6, such restrictions to become effective immediately upon execution of this Agreement by the parties hereto.

3. Delivery of Stock Certificates. The Company will retain custody of any stock certificates representing the Restricted Shares until such Restricted Shares have vested. Within a reasonable time after the vesting of any portion of the Restricted Shares, the Awardee may request, and the Company shall cause to be delivered to the Awardee, his or her legal representative or his or her beneficiary, a stock certificate for the vested portion of the Restricted Shares, or a Notice of Issuance if the Company generally issues uncertificated securities (subject to the provisions of Section 4(b) below).

(a) If the Company issues stock certificates, each stock certificate must bear the following legend:

“THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND OF A RESTRICTED STOCK AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND GEVO, INC., WHEREBY THE TRANSFER IN ANY MANNER OF SUCH SHARES OF STOCK OR ANY INTEREST THEREIN IS RESTRICTED AND THE SHARES OF STOCK ARE SUBJECT

TO FORFEITURE. COPIES OF SUCH AGREEMENT ARE ON FILE IN THE OFFICES OF THE SECRETARY, GEVO, INC."

(b) If the Company utilizes uncertificated securities, the transaction statement that reflects issuance of the shares will bear a substantially equivalent notice. Upon vesting, the Company shall reissue certificates free of such legend. Certificates representing Restricted Shares may contain such further legends and transfer restrictions as the Company shall deem reasonably necessary or desirable, including, without limitation, legends restricting transfer until there has been compliance with federal and state securities laws.

4. Vesting.

(a) The award shall initially be unvested. Except as otherwise provided in Section 10 below, the Restricted Shares shall vest in forty-eight (48) equal monthly installments, on the first day of each month, pursuant to the terms of the Plan and subject to continuation of the Awardee's consultant status with the Company (as determined under the Plan).

(b) Upon vesting of the Award, Awardee shall execute and deliver to the Company a Stock Restriction Agreement in substantially the form attached as Exhibit A (the "Stock Restriction Agreement"). Execution and delivery of the Stock Restriction Agreement shall be a condition precedent to the right to receive the vested Restricted Shares.

5. Restriction on Transferability. Subject to Section 12 (Change of Control), any unvested portion of the Restricted Shares (a) shall not be transferred, sold, pledged, exchanged, hypothecated, otherwise disposed of by the Awardee, except as permitted pursuant to Section 16.5 of the Plan; and (b) shall be forfeited by the Awardee upon termination of the Awardee's consultant status (as determined under the Plan) or any breach of the terms or conditions of this Agreement or the Plan by the Awardee (together, the "Transfer Restrictions"). Upon vesting, the Restricted Shares shall no longer be subject to Transfer Restrictions but shall be subject to the provisions of the Stock Restriction Agreement and any application restrictions on transfer set forth therein.

6. Voting and Dividend Rights. The Awardee shall have the voting and dividend rights of a shareholder of Common Stock with respect to the Restricted Shares; provided, however, that dividends paid in shares of Common Stock shall be deposited with the Company, together (if requested by the Company) with a stock power endorsed in blank or other appropriate instrument of transfer executed by Awardee, and shall be subject to the same Transfer Restrictions as the Restricted Shares.

7. Regulation by the Committee. This Agreement and the Restricted Shares shall be subject to the administrative procedures and rules as the Committee shall adopt. All decisions of the Committee upon any question arising under the Plan or under this Agreement, shall be conclusive and binding upon the Awardee.

8. Registration. The Restricted Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), and may be offered and sold solely if registered pursuant to the provisions of that Act or if an exemption from registration is available. The Awardee hereby acknowledges that the Restricted Shares have not been so registered and agrees to offer or sell the Restricted Shares solely if they are registered pursuant to the provisions of the Act or if an exemption from registration is available. If the Restricted Shares are not so registered at the expiration of the applicable Transfer Restrictions, the Awardee understands that the Company

will place stop-transfer instructions with its transfer agents (if any) with respect to any Common Stock certificates replacing the Restricted Shares certificates and may cause all certificates (if any) representing such Common Stock to be conspicuously legended to evidence the fact that the Common Stock has not been registered under the Act, and may be offered or sold solely if registered pursuant to the provisions of that Act or if an exemption from registration is available. The Awardee hereby represents that the Awardee accepts the Restricted Shares for his or her own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof and the Awardee acknowledges that the Awardee or the Awardee's beneficiary may be required by the Committee to repeat this representation in writing upon the delivery of Common Stock under the Plan. The Awardee further represents that the Awardee has knowledge and experience in financial and business matters, that he or she is capable of evaluating the merits and risks of owning the Restricted Shares and that the Awardee is able to bear the economic risk of such ownership.

9. Market Stand-Off Agreement. The Awardee shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock of the Company held by the Awardee, including the Restricted Shares, for a period of time specified by the managing underwriter (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Act. The Awardee agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Restricted Shares until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

10. Adjustments to Common Stock.

(a) If the Company shall effect a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend on Common Stock without receipt of consideration by the Company, the number of shares of Common Stock comprising the Restricted Shares, as applicable, (i) in the event of an increase in the number of outstanding shares, shall be proportionately increased, and (ii) in the event of a reduction in the number of outstanding shares, shall be proportionately reduced.

(b) If the Company recapitalizes or otherwise changes its capital structure, the Awardee shall be entitled to receive, in lieu of the Restricted Shares, the number and class of shares of stock and securities to the Awardee would have been entitled pursuant to the terms of the recapitalization if, immediately prior to such recapitalization, the Awardee held an unrestricted number of shares of Common Stock equal to the number of Restricted Shares.

(c) In the event of other changes to the outstanding Common Stock by reason of capitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the date of this Agreement and not otherwise provided for herein, the Restricted Shares shall be subject to adjustment by the Committee in its discretion as to the number of shares of Common Stock or other consideration receivable thereon.

11. Withholding. The Company shall have the right to deduct in cash (whether under the Plan or otherwise) any taxes required by law to be withheld and to require any payments

required to enable the Company to satisfy its withholding obligations. The Restricted Shares shall not be delivered to the Awardee unless and until arrangement satisfactory to the Company shall have been made to satisfy any tax withholding obligations applicable to the Restricted Shares. Subject to such terms and conditions as the Committee may impose, the Company shall have the right to retain shares of Common Stock to satisfy, in whole or in part, the amount required to be withheld.

12. Change of Control. Notwithstanding the vesting requirements contained in Section 4, upon a Change of Control, in the sole discretion of the Committee, either (a) all unvested Restricted Shares shall automatically become fully vested (contingent upon execution and delivery of the Stock Restriction Agreement by the Awardee) and no longer subject to the Transfer Restrictions, immediately prior to the date of such Change of Control, (b) all unvested Restricted Shares shall be cancelled, and the Company shall, within 45 days, make a cash payment to the Awardee equal to the Fair Market Value of such Restricted Shares as of the time the Change of Control, or (c) the Change of Control shall have no effect on the vested status of or Transfer Restrictions applicable to the Restricted Shares.

For purposes of this Agreement, the term “Change of Control” shall mean the earliest of the following to occur:

(a) Any Person together with all “affiliates” and “associates” (within the meanings of such terms under Rule 12b-2 of the Exchange Act) of such Person, becoming the beneficial owner of fifty percent (50%) or more of the Company’s voting stock then outstanding (with such determination to be made as if all convertible preferred stock, convertible notes and other securities that are convertible into voting stock had been converted, and all options and warrants to purchase voting stock had been exercised, such basis being referred to below as “as-converted”); provided, however, that if the Company then has a class of securities registered under the Securities Exchange Act of 1934, the applicable threshold shall be thirty percent (30%) instead of fifty percent (50%). The term “Person” as used herein shall not include any Company Affiliates. “Company Affiliates” as used herein means the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, Vinod Khosla, Khosla Ventures, any venture capital fund or other entity that is under the control of Vinod Khosla, Frances H. Arnold, Ph.D., Matthew W. Peters, Ph.D. and Peter Meinhold, Ph.D.

(b) The commencement of, or the first public announcement of, a tender or exchange offer the consummation of which would result in any Person becoming the beneficial owner of the Company’s voting stock aggregating fifty percent (50%) or more of the Company’s then outstanding voting stock on an as-converted basis; provided, however, that if the Company then has a class of securities registered under the Securities Exchange Act of 1934, the applicable threshold shall be thirty percent (30%) instead of fifty percent (50%); provided, further, that a Change of Control shall not occur solely as a result of this clause (b) if the tender or exchange offer in question was approved in advance by the Board , nor if the Board determines that such offer or public announcement has no reasonable possibility of success;

(c) The announcement of any transaction relating to the Company required to be described pursuant to the requirements of Item 6(e) of Schedule 14A of Regulation 14A of the Securities and Exchange Commission under the Exchange Act; provided, further, that a Change of Control shall not occur solely as a result of this clause (c) if the transaction was approved in advance by the Company's Board of Directors;

(d) A proposed change in the constituency of the Board such that, during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election or nomination for election by the shareholders of the Company of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were members of the Board at the beginning of the period;

(e) The Company enters into an agreement of merger, consolidation, share exchange or similar transaction with any other corporation other than a transaction which would result in the Company's voting stock outstanding immediately prior to the consummation of such transaction continuing to represent (either by remaining outstanding or by being converted into voting stock of the surviving entity) at least two-thirds (2/3) of the combined voting power of the Company's or such surviving entity's outstanding voting stock immediately after such transaction (unless the parties to that agreement are all Company Affiliates (or their Affiliates), or the agreement subsequently expires without consummation of the transaction contemplated thereby);

(f) The Board approves a plan of liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all of the Company's assets to a person or entity which is not an Affiliate of the Company; or

(g) Any other event which shall be deemed by a majority of the members of the Board to constitute a "Change of Control."

13. Amendment. The Committee may amend this Agreement at any time and from time to time; provided, however, that no amendment of this Agreement that would impair the Awardee's rights or entitlements with respect to the Restricted Shares shall be effective without the prior written consent of the Awardee.

14. Plan Terms. The terms of the Plan are hereby incorporated herein by reference.

15. Effective Date of Award. The award of each Restricted Share shall be effective as of the date first written above.

16. Governing Law. The parties hereby agree that this Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

17. Awardee Acknowledgment. By executing this Agreement, the Awardee hereby acknowledges that he or she has received and read the Plan and this Agreement and that he or she agrees to be bound by all of the terms of both the Plan and this Agreement.

[Signature Page Follows]

The parties have executed this Restricted Stock Award Agreement as of the first date above written.

THE COMPANY:

GEVO, INC.

By: ____________________
Name: ____________________
Its: ____________________

THE AWARDEE:

____

GEVO, INC.
2006 OMNIBUS SECURITIES AND INCENTIVE PLAN
STOCK OPTION AGREEMENT
EMPLOYEE NON-QUALIFIED STOCK OPTION

THIS AGREEMENT made as of __________, by and between Gevo, Inc., a Delaware corporation (the "Company"), and __________ (the "Optionee").

WITNESSETH:

WHEREAS, the Company has adopted the Gevo, Inc. 2006 Omnibus Securities and Incentive Plan (the "Plan") for the benefit of its employees, nonemployee directors and consultants and the employees, nonemployee directors and consultants of its affiliates, and

WHEREAS, the Committee has authorized the grant to the Optionee of an Option under the Plan, on the terms and conditions set forth in the Plan and as hereinafter provided,

NOW, THEREFORE, in consideration of the premises contained herein, the Company and the Optionee hereby agree as follows:

1. Definitions.

Terms used in this Agreement which are defined in the Plan shall have the same meaning as set forth in the Plan.

2. Grant of Option.

The Committee hereby grants to the Optionee an option to purchase ______ shares of the Company's Common Stock ("Shares") for an Option price per Share equal to $1.16 per share (not less than the Fair Market Value of a Share on the date of this Agreement and not less than one hundred ten percent (110%) of the Fair Market Value of a Share on the date of this Agreement if the Optionee is a Ten Percent Shareholder) (the "Option"). The Option is intended by the Committee to be a Non-Qualified Stock Option and the provisions hereof shall be interpreted on a basis consistent with such intent.

3. Option Terms and Exercise Period.

(a) The Option shall be exercised, and payment by the Optionee of the Option price shall be made, pursuant to the terms of the Plan.

(b) All or any part of the Option may be exercised by the Optionee no later than the tenth (10th) anniversary of the date of this Agreement.

(c) This Agreement and the Option shall terminate on the earlier of (i) the tenth (10th) anniversary of the date of this Agreement, or (ii) the date on which the Option is fully exercised.

4. Vesting.

Except as otherwise provided in Section 10, the Option shall vest and become exercisable pursuant to the following schedule:

[Insert Vesting Schedule]

Notwithstanding the above schedule, the Optionee shall be one hundred percent (100%) vested in the Option if the Optionee’s employment with the Company shall terminate on account of the Optionee’s death or Permanent and Total Disability. The Optionee shall forfeit any unvested portion of the Option upon termination of employment with the Company for any reason other than the Optionee’s death or Permanent and Total Disability.

5. Termination of Employment.

Sections 6.2 and 6.4 of the Plan shall control.

6. Restrictions on Transfer of Option.

This Agreement and the Option shall not be transferable otherwise than (a) by will or by the laws of descent and distribution or (b) by gift to any Family Member of the Optionee, and the Option shall be exercisable, during the Optionee’s lifetime, solely by the Optionee, except on account of the Optionee’s Permanent and Total Disability or death, and solely by the transferee in the case of a transfer by gift to a Family Member of the Optionee.

7. Exercise of Option.

(a) The Option shall become exercisable at such time as shall be provided herein or in the Plan and shall be exercisable by written notice of such exercise, in the form prescribed by the Committee, to the Secretary of the Company, at its principal office. The notice shall specify the number of Shares for which the Option is being exercised.

(b) Shares purchased pursuant to the Option shall be paid for in full at the time of such purchase in cash, in Shares, including Shares acquired pursuant to the Plan, or part in cash and part in Shares. Shares transferred in payment of the Option price shall be valued as of the date of transfer based on their Fair Market Value.

8. Regulation by the Committee.

This Agreement and the Option shall be subject to the administrative procedures and rules as the Committee shall adopt. All decisions of the Committee upon any question arising under the Plan or under this Agreement, shall be conclusive and binding upon the Optionee and any person or persons to whom any portion of the Option has been transferred by will, by the laws of descent and distribution or by gift to a Family Member of the Optionee.

9. Rights as a Shareholder.

The Optionee shall have no rights as a shareholder with respect to Shares subject to the Option until certificates for Shares of Common Stock are issued to the Optionee.

10. Change of Control.

(a) Impact on Vesting. In connection with a Change of Control, in the sole discretion of the Committee, the Committee may determine that (i) the Option shall automatically become fully vested and exercisable as of the date of such Change of Control, notwithstanding the vesting schedule set forth in Section 4, (ii) some portion of the Option not yet vested under the schedule set forth in Section 4 shall vest immediately, or (iii) the vesting schedule set forth in Section 4 shall remain unchanged.

(b) Impact on Option Privilege. In connection with an Change of Control, in the sole discretion of the Committee, the Committee may also determine that (I) the Option shall terminate and the Company shall, within 30 days, make a cash payment to the Optionee equal to the product of (X) the number of Shares set forth in Section 2 that are then vested (taking into account, the acceleration, if any, determined by the Committee pursuant to clause (a)), multiplied by (Y) the excess (if any) of the Fair Market Value of a Share of Common Stock immediately prior to the Change of Control (including any premium or appreciation due to the occurrence of the transaction that results in the Change of Control) over the Option price, (II) the Option shall remain in place or be assumed by a successor entity with a substitution of the consideration issuable upon exercise of the Option as permitted under Article XIV of the Plan, or (III) the Change of Control shall have no effect on the status of the Option.

(c) Definition of Change of Control. For purposes of this Agreement, the term "Change of Control" shall mean (i) for an Optionee who is a party to an employment agreement with the Company or an Affiliate which agreement provides for a definition of "Change of Control" therein, "Change of Control" shall have the same meaning as provided for in such agreement, or (ii) for an Optionee who is not a party to such an agreement, "Change of Control" shall mean the earliest of the following to occur:

(AA) Any Person together with all "affiliates" and "associates" (within the meanings of such terms under Rule 12b-2 of the Exchange Act) of such Person, becoming the beneficial owner of fifty percent (50%) or more of the Company's voting stock then outstanding (with such determination to be made as if all convertible preferred stock, convertible notes and other securities that are convertible into voting stock had been converted, and all options and warrants to purchase voting stock had been exercised, such basis being referred to below as "as-converted"); provided, however, that if the Company then has a class of securities registered under the Securities Exchange Act of 1934, the applicable threshold shall be thirty percent (30%) instead of fifty percent (50%); the term "Person" as used herein shall not include any Company Affiliates; "Company Affiliates" as used herein means the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, Vinod Khosla, KPS Partners, LP, Kleiner Perkins Caufield & Byers, Frances H. Arnold, Ph.D., Matthew W. Peters, Ph.D. and Peter Meinhold, Ph.D.

(BB) The commencement of, or the first public announcement of, a tender or exchange offer the consummation of which would result in any Person becoming the beneficial owner of the Company's voting stock aggregating fifty percent (50%) or more of the Company's then outstanding voting stock on an as-converted basis; provided, however, that if the Company then has a class of securities registered under the Securities Exchange Act of 1934, the applicable threshold shall be thirty percent (30%) instead of fifty percent (50%); provided, further, that a Change of Control shall not occur solely as a result of this clause (BB) if the tender or exchange offer in question was approved in advance by the Company's Board of Directors, nor if the Company's Board of Directors determines that such offer or public announcement has no reasonable possibility of success;

(CC) The announcement of any transaction relating to the Company required to be described pursuant to the requirements of Item 6(e) of Schedule 14A of Regulation

14A of the Securities and Exchange Commission under the Exchange Act; provided, further, that a Change of Control shall not occur solely as a result of this clause (CC) if the transaction was approved in advance by the Company's Board of Directors;

(DD) A proposed change in the constituency of the Board such that, during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election or nomination for election by the shareholders of the Company of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were members of the Board at the beginning of the period;

(EE) The Company enters into an agreement of merger, consolidation, share exchange or similar transaction with any other corporation other than a transaction which would result in the Company's voting stock outstanding immediately prior to the consummation of such transaction continuing to represent (either by remaining outstanding or by being converted into voting stock of the surviving entity) at least two-thirds (2/3) of the combined voting power of the Company's or such surviving entity's outstanding voting stock immediately after such transaction (unless the parties to that agreement are all Company Affiliates (or their affiliates), or the agreement subsequently expires without consummation of the transaction contemplated thereby);

(FF) The Board approves a plan of liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all of the Company's assets to a person or entity which is not an affiliate of the Company; or

(GG) Any other event which shall be deemed by a majority of the members of the Board to constitute a "Change of Control."

11. Reservation of Shares.

With respect to the Option, the Company hereby agrees to at all times reserve for issuance and/or delivery upon payment by the Optionee of the Option price, such number of Shares as shall be required for issuance and/or delivery upon such payment pursuant to the Option.

12. Delivery of Share Certificates.

Within a reasonable time after the exercise of the Option the Company shall cause to be delivered to the Optionee, his or her legal representative or his or her beneficiary, a certificate for the Shares purchased pursuant to the exercise of the Option.

13. Withholding.

In the event the Optionee elects to exercise the Option (or any part thereof), if the Company or an Affiliate shall be required to withhold any amounts by reason of any federal, state or local tax rules or regulations in respect of the issuance of Shares to the Optionee, the Company or Affiliate shall be entitled to deduct and withhold such amounts.

14. Amendment.

The Committee may amend this Agreement at any time and from time to time; provided, however, that no amendment of this Agreement that would materially and adversely impair the Optionee's rights or entitlements with respect to the Option shall be effective without the prior written consent of the Optionee (unless such amendment is required in order to cause the Award hereunder to qualify as “performance-based” compensation within the meaning of Section 162 (m) of the Code and applicable interpretive authority thereunder).

15. Plan Terms.

The terms of the Plan are hereby incorporated herein by reference.

16. Effective Date of Grant.

The Option shall be effective as of the date first written above.

17. Optionee Acknowledgment.

By executing this Agreement, the Optionee hereby acknowledges that he or she has received and read the Plan and this Agreement and that he or she agrees to be bound by all of the terms of both the Plan and this Agreement.

GEVO, INC.

By: ______________________________
Patrick Gruber
Chief Executive Officer

By: ______________________________

Exhibit 10.14

*****Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of June 4, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Pat Gruber (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Chief Executive Officer, pursuant to that certain Employment Agreement, dated July 1, 2008 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Chief Executive Officer. The Executive shall (a) perform the duties of Chief Executive Officer as set forth in the Company's Bylaws, and such other duties as may be modified from time to time by the Board provided that such duties are consistent with the Executive's present duties and with the Executive's position (any modification of Executive's duties that are required by virtue of the Company becoming publicly traded shall be deemed to be consistent with Executive's present duties and position); (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Board.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Board. However, the Executive may, without the prior consent of the Board, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement, (c) continue to serve on the Board of Directors of the entities approved by the Company's Compensation Committee, only so long as each such entity does not engage in any business or activity that is in any way competitive with the business or proposed business of the Company.

2.3 Board Position. The During the Term the Executive will be considered by the Board (or designated committee thereof) for nomination to election to the Board by the Company's stockholders consistent with all other directors and subject to the Company's Certificate of Incorporation and Bylaws, each as may be amended from time to time, applicable law and rules of NASDAQ or any stock exchange on which the Company's shares are or become listed.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the "Base Salary") of Five Hundred Thousand Dollars (U.S. $500,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 50% of his Base Salary based on the Company's and the Executive's attaining certain business goals established by the Board (or designated committee thereof) (the "Bonus"). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition, the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 Stock Options and Related Incentive Plans. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $600,000.00 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $850,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided*, *however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 Withholding. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 Employee Benefits.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) *Records*. As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) *Time Requirements*. Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive's annual Base Salary (determined as the Executive's latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to the Change of Control) (the "Change of Control Payment"). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the "Change of Control Payment Date."

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 12 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 12 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay to the Executive (i) an amount equal to twenty four (24) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus two times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 12 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 12 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death.* The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated May 27, 2007 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

Patrick Gruber
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

***Confidential Treatment Requested**

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided, however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the

Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Brett Lund
Name: Brett Lund
Title: Executive Vice President,
General Counsel & Secretary

EXECUTIVE

/s/ Pat Gruber
Pat Gruber

Exhibit 10.15

*****Text Omitted and Filed Separately
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406**

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of June 4, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Mark Smith (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Chief Financial Officer, pursuant to that certain Offer Letter, dated October 2, 2008 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Chief Financial Officer. The Executive shall (a) perform the duties of Chief Financial Officer as set forth in the Company's Bylaws, and such other duties as may be modified from time to time by the Board provided that such duties are consistent with the Executive's present duties and with the Executive's position (any modification of Executive's duties that are required by virtue of the Company becoming publicly traded shall be deemed to be consistent with Executive's present duties and position); (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Chief Executive Officer and the Board.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Chief Executive Officer. However, the Executive may, without the prior consent of the Chief Executive Officer, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, and (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the "Base Salary") of Three Hundred Twenty Five Thousand Dollars (U.S. $325,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 40% of his Base Salary based on the Company's and the Executive's attaining certain business goals established by the Board (or designated committee thereof) (the "Bonus"). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition,

the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 <u>Stock Options and Related Incentive Plans</u>. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $200,000 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $395,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided*, *however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 <u>Withholding</u>. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 <u>Employee Benefits</u>.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive

officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) Records. As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) Time Requirements. Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive's annual Base Salary (determined as the Executive's latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to the Change of Control) (the "Change of Control Payment"). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the "Change of Control Payment Date."

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the

aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building

C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay to the Executive (i) an amount equal to twelve (12) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus one time the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death.* The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the

Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated November 5, 2008 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive

and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

Mark Smith
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own

***Confidential Treatment Requested**

expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided*, *however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Pat Gruber
Name: Pat Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Mark Smith
Mark Smith

Exhibit 10.16

*****Text Omitted and Filed Separately
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406**

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of June 4, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Chris Ryan (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Executive Vice President Business Development, pursuant to that certain Offer Letter, dated May 22, 2009 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Executive Vice President Business Development. The Executive shall (a) perform the duties of Executive Vice President Business Development as set from time to time by the Chief Executive Officer or the Board; (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Chief Executive Officer or the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Chief Executive Officer.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Chief Executive Officer. However, the Executive may, without the prior consent of the Chief Executive Officer, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, and (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the "Base Salary") of Three Hundred Twenty Five Thousand Dollars (U.S. $325,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 40% of his Base Salary based on the Company's and the Executive's attaining certain business goals established by the Board (or designated committee thereof) (the "Bonus"). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition, the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 Stock Options and Related Incentive Plans. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $200,000 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $395,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided, however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 Withholding. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 Employee Benefits.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) *Records*. As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) *Time Requirements*. Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive's annual Base Salary (determined as the Executive's latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to the Change of Control) (the "Change of Control Payment"). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the "Change of Control Payment Date."

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay to the Executive (i) an amount equal to twelve (12) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus one time the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death.* The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated August 10, 2009 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

Chris Ryan
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own

expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided*, *however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Pat Gruber
Name: Pat Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Chris Ryan
Chris Ryan

Exhibit 10.17

*****Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of June 4, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Dave Glassner (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Executive Vice President Technology, pursuant to that certain Offer Letter, dated June 13, 2007 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Executive Vice President Technology. The Executive shall (a) perform the duties of Executive Vice President Technology as set from time to time by the Chief Executive Officer or the Board; (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Chief Executive Officer or the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Chief Executive Officer.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Chief Executive Officer. However, the Executive may, without the prior consent of the Chief Executive Officer, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, and (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the "Base Salary") of Three Hundred Thousand Dollars (U.S. $300,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 30% of his Base Salary based on the Company's and the Executive's attaining certain business goals established by the Board (or designated committee thereof) (the "Bonus"). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition, the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 Stock Options and Related Incentive Plans. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $75,000 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $270,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided, however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 Withholding. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 Employee Benefits.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) *Records.* As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) *Time Requirements.* Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive’s annual Base Salary (determined as the Executive’s latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive’s eligible bonus during the Term prior to the Change of Control) (the “Change of Control Payment”). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the “Change of Control Payment Date.”

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay to the Executive (i) an amount equal to twelve (12) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus one time the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death*. The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated February 21, 2008 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

David Glassner
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own

expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided*, *however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Pat Gruber
Name: Pat Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Dave Glassner
Dave Glassner

*****Text Omitted and Filed Separately
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406**

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of June 4, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Brett Lund (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Executive Vice President and General Counsel, pursuant to that certain Offer Letter, dated November 29, 2007 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Executive Vice President and General Counsel. The Executive shall (a) perform the duties of Executive Vice President and General Counsel as set forth from time to time by the Board provided that such duties are consistent with the Executive's present duties and with the Executive's position (any modification of Executive's duties that are required by virtue of the Company becoming publicly traded shall be deemed to be consistent with Executive's present duties and position); (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Chief Executive Officer or the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Chief Executive Officer and the Board.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Chief Executive Officer. However, the Executive may, without the prior consent of the Chief Executive Officer, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, and (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the "Base Salary") of Three Hundred Thousand Dollars (U.S. $300,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 30% of his Base Salary based on the Company's and the Executive's attaining certain business goals established by the Board (or designated committee thereof) (the "Bonus"). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition,

the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 Stock Options and Related Incentive Plans. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $65,000 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $260,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided*, *however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 Withholding. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 Employee Benefits.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive

officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) *Records*. As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) *Time Requirements*. Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive's annual Base Salary (determined as the Executive's latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to the Change of Control) (the "Change of Control Payment"). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the "Change of Control Payment Date."

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the

aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building

C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay to the Executive (i) an amount equal to twelve (12) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus one time the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death.* The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the

Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated November 29, 2007 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive

and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

Brett Lund
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own

expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided*, *however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Pat Gruber
Name: Pat Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Brett Lund
Brett Lund

Exhibit 10.19

*****Text Omitted and Filed Separately
Confidential Treatment Requested
Under 17 C.F.R. §§200.80(b)(4)
and 203.406**

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of August 10, 2010, by and between Gevo, Inc., a Delaware corporation (the "Company"), and Jack Huttner (the "Executive"). This Agreement will become effective immediately on the date after completion by the Company of an initial public offering (such date, the "Commencement Date"); provided that if (a) the Company does not complete an initial public offering by June 4, 2011 or (b) the Executive does not remain continuously employed by the Company from the date hereof through date the Company completes an initial public offering, this Agreement shall be void *ab initio* (*e.g.*, it shall never take effect).

RECITALS

WHEREAS, the Executive is employed by the Company as its Executive Vice President Corporate Development and Public Affairs, pursuant to that certain Offer Letter, dated June 25, 2009 (the "Prior Employment Agreement");

WHEREAS, the Board of Directors of the Company (the "Board") and the Executive desire to terminate and supersede the Prior Employment Agreement as of the Commencement Date pursuant to the terms hereof to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Board considers the establishment and maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to retain the Executive and to reinforce and encourage his continued attention and dedication to his assigned duties and the Company desires to retain the services of the Executive, and the Executive desires to be employed by the Company pursuant to the terms and conditions of this Agreement.

WHEREAS, the Company and the Executive both acknowledge that there is no assurance that the Company will complete an initial public offering prior to June 4, 2011 or at all at any time and that if it does not, the Commencement Date will not occur and this Agreement will not take effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and with reference to the above recitals, the parties hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.1 Term of Employment. The "Term" of employment shall mean the period commencing on the Commencement Date and ending on the date the Executive's employment terminates pursuant to Article 6.

ARTICLE 2
POSITION AND DUTIES; BOARD APPOINTMENT

2.1 Position and Duties. The Company shall employ the Executive as its Executive Vice President Corporate Development and Public Affairs. The Executive shall (a) perform the duties of Executive Vice President Corporate Development and Public Affairs as set forth from time to time by the Board provided that such duties are consistent with the Executive’s present duties and with the Executive’s position (any modification of Executive’s duties that are required by virtue of the Company becoming publicly traded shall be deemed to be consistent with Executive’s present duties and position); (b) be a full time employee devoting his attention and energies to the business of the Company; (c) use his best efforts to promote the interests of the Company; (d) perform such functions and services as shall lawfully be directed by the Chief Executive Officer or the Board; (e) act in accordance with the policies and directives of the Company; and (f) report directly to the Chief Executive Officer and the Board.

2.2 Restrictions. Except as provided in Section 8.2, the Executive covenants and agrees that, while actually employed by the Company, he shall not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, whether for compensation or otherwise, without the prior consent of the Chief Executive Officer. However, the Executive may, without the prior consent of the Chief Executive Officer, (a) participate in charitable, community or professional activities, provided that such activities do not materially interfere with the services required under this Agreement, and (b) make passive personal investments or conduct personal business, financial or legal affairs or other personal matters if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3
COMPENSATION

3.1 Base Salary. As compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company hereby agrees to pay the Executive an annual base salary (the “Base Salary”) of Three Hundred Thousand Dollars (U.S. $300,000.00) (or such higher amount as the Company is paying the Executive as of the Commencement Date) during the Term of this Agreement, which amount shall be reviewed by the Board (or designated committee thereof) at least annually and may be increased (but not reduced) by the Board (or designated committee thereof) in such amounts as the Board (or designated committee thereof) deems appropriate. The Base Salary shall be paid in accordance with the normal payroll practices of the Company.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus of up to 30% of his Base Salary based on the Company’s and the Executive’s attaining certain business goals established by the Board (or designated committee thereof) (the “Bonus”). Provided that the Commencement Date occurs during the first half of a calendar year, the annual goals for the calendar year in which the Commencement Date occurs shall be determined and communicated in writing to the Executive no later than ninety (90) days after the Commencement Date. The annual goals for each subsequent year during the Term shall be determined and communicated in writing to the Executive no later than ninety (90) days after the first day of the year. In addition,

the Executive may be entitled to receive such additional bonus amounts as the Board (or designated committee thereof) shall determine in its discretion. In determining such additional amounts, if any, the Board (or designated committee thereof) shall consider among other things the Executive's contribution to the accomplishment of the Company's long-range business goals, the success of various corporate strategies in which the Executive participated, and the Executive's unique services in connection with the maintenance of or increase in stockholder value in the Company. Any bonus shall be paid as promptly as practicable following the end of the fiscal year, but not later than the March 15th immediately following the end of such fiscal year.

3.3 Stock Options and Related Incentive Plans. During each calendar year of the Term, the Company shall grant the Executive an award consisting of restricted stock and/or stock options (both with reference to Company common stock) with an aggregate fair market value on the date of grant equal to $65,000 (as reasonably determined by the Company) and such award shall be granted under the Company's equity incentive plan existing at the time of any such grant. The Company may grant the Executive additional stock awards for shares of the Company's common stock in such amounts and terms (including performance-based terms) as the Board (or designated committee therefore) deems appropriate, with the aggregate value of such grants expected not to exceed $260,000 for the first year. In addition to the foregoing, the Executive shall be eligible to participate in the Company's existing incentive programs and any additional or successor incentive plan or plans. Any grants made to the Executive pursuant to such plans shall provide for an expiration date consistent with the provisions of such plans; *provided*, *however*, that in no event shall any option remain exercisable beyond its stated expiration date.

3.4 Withholding. The Company shall have the right to deduct or withhold from any payments made pursuant to this Agreement any and all amounts it is required to deduct or withhold and any and all amounts the Executive agrees it may deduct or withhold (e.g., for federal income and employee social security taxes and all state or local income taxes now applicable or that may be enacted and become applicable during the Term).

ARTICLE 4
EMPLOYEE BENEFITS; BUSINESS EXPENSES

4.1 Employee Benefits.

(a) *Benefits.* The Company agrees that the Executive shall be entitled to all ordinary and customary perquisites afforded generally to executive officers of the Company from time to time (except to the extent employee contributions may be required under the Company's benefit plans as they may now or hereafter exist), but in any event shall include any qualified or nonqualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, life insurance coverages, any medical, dental, health and welfare plans or insurance coverages and any stock purchase programs that are approved in writing by the Board, in its sole discretion.

(b) *Vacation*. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Board from time to time for its senior executive

officers (prorated in any calendar year during which the Executive is employed by the Company for less than the entire calendar year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

4.2 Business Expenses.

(a) *Expenses.* The Company shall pay or reimburse the Executive for all reasonable and authorized business expenses incurred by the Executive during the Term; such payment or reimbursement shall not be unreasonably withheld so long as said business expenses have been incurred for and promote the business of the Company and are normally and customarily incurred by employees in comparable positions at other comparable businesses in the same or similar market. Notwithstanding the foregoing, the Company shall not pay or reimburse the Executive for the costs of any membership fees or dues for private clubs, civic organizations, and similar organizations or entities, unless such organizations and the fees and costs associated therewith have first been approved in writing by the Board, in its sole discretion.

(b) *Travel Costs*. Subject to the provisions of Section 4.2, the Company shall reimburse the Executive for expenses incurred with business-related travel. The Executive shall be reimbursed for first class travel expenses for business-related flights.

(c) *Records.* As a condition to reimbursement under Section 4.2, the Executive shall furnish to the Company adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Executive acknowledges and agrees that failure to furnish the required documentation may result in the Company denying all or part of the expense for which reimbursement is sought.

(d) *Time Requirements.* Executive understands that no reimbursements will be provided under this Section 4.2, unless Executive submits a request for reimbursement in accordance with this Section 4.2 within 6 months after incurring the expense and that any reimbursable expense will be reimbursed not later than six months after submission.

ARTICLE 5
CHANGE OF CONTROL

5.1 Payments Upon Change of Control.

(a) *Change of Control Payment.* Notwithstanding Article 1, in the event of a Change of Control (as defined in Section 5.3) of the Company during the Term while the Executive remains employed by the Company, the Company shall pay to the Executive, concurrently with the consummation of such Change of Control, a lump sum amount, in cash, equal to two (2) times the sum of (A) the Executive’s annual Base Salary (determined as the Executive’s latest annual Base Salary during the Term prior to the Change of Control) and (B) the Bonus (determined as one hundred percent (100%) of the Executive’s eligible bonus during the Term prior to the Change of Control) (the “Change of Control Payment”). The date on which the Executive becomes entitled to receive the Change of Control Payment under this Section 5.1(a) shall be referred to herein as the “Change of Control Payment Date.”

(b) *Effect of Termination of Employment.*

(i) If the Executive's employment with the Company is terminated pursuant to Section 6.2 prior to the Change of Control Payment Date, then notwithstanding anything in Section 5.1(a), the Executive shall be entitled to receive all amounts due pursuant to Section 6.2 and he shall not be entitled to receive any payments under Section 5.1(a).

(ii) If the Executive's employment with the Company is terminated pursuant to Section 6.2 on the Change of Control Payment Date or within ninety (90) days thereafter, then notwithstanding anything set forth in Section 6.2, the Company shall not be required to make any payments to the Executive pursuant to Section 6.2 and the Executive shall be entitled to receive the amounts due pursuant to Section 5.1(a). For the avoidance of doubt, the Executive shall only be entitled to one Change of Control Payment under Section 5.1. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

5.2 Acceleration of Equity Awards Upon Change of Control. If the Executive becomes entitled to the Change of Control Payment, then on the Change of Control Payment Date, the Company shall vest all of the Executive's unvested stock options and other equity awards (if any) outstanding on the Change of Control Payment Date, regardless of when such options or equity awards were granted.

5.3 Definition of Change of Control. For purposes of this Agreement "Change of Control" means the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, but not including any underwritten public offering registered under the Securities Act of 1933 ("Public Offering") or any offering of securities under Rule 144A promulgated under the Securities Act of 1933 ("Rule 144A Offering")) in one or a series of related transactions of all or substantially all of the assets of the Company taken as a whole to any individual, corporation, limited liability company, partnership, or other entity (each, a "Person") or group of Persons acting together (each a "Group") (other than any of the Company's wholly-owned subsidiaries or any Company employee pension or benefits plan);

(b) the consummation of any transactions (including any stock or asset purchase, sale, acquisition, disposition, merger, consolidation or reorganization, but not including any Public Offering or Rule 144A Offering) the result of which is that any Person or Group (other than any of the Company's wholly-owned Subsidiaries, any underwriter temporarily holding securities pursuant to a Public Offering or any Company employee pension or benefits plan), becomes the beneficial owners of more than forty percent (40%) of the

aggregate voting power of all classes of stock of the Company having the right to elect directors under ordinary circumstances.

ARTICLE 6
TERMINATION OF EMPLOYMENT

6.1 Termination by the Company for Cause.

(a) The Company may, during the Term, upon written notice to the Executive, terminate the Executive's employment under this Agreement and discharge the Executive for Cause (as defined in Section 6.1(b)) and, in such event, except as set forth in Section 6.1, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4.

(b) As used herein, the term "Cause" shall refer to the termination of the Executive's employment as a result of any one or more of the following: (i) any conviction of, or pleading of nolo contendre by, the Executive for any felony; (ii) any willful misconduct of the Executive which has a materially injurious effect on the business or reputation of the Company; (iii) the dishonesty of the Executive which has a materially injurious effect on the business or reputation of the Company; or (iv) a material failure to consistently discharge his duties under this Agreement other than such failure resulting from his Disability (as defined in Section 6.3(b)). For purposes of Section 6.1, no act or failure to act, on the part of the Executive, shall be considered "willful" if it is done, or omitted to be done, by the Executive in good faith or with reasonable belief that his action or omission was in the best interest of the Company. The Executive shall have the opportunity to cure any such acts or omissions under clause (iv) above within thirty (30) days of the Executive's receipt of a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of acts or omissions constituting "Cause" and specifying the particulars thereof in detail.

6.2 Termination by the Company Without Cause or by the Executive for Good Reason.

(a) The Board acting for the Company shall have the right, at any time in its sole discretion, to terminate the Executive's employment under this Agreement at any time for any reason other than Cause, or no reason at all (any such termination, a termination "Without Cause"), upon not less than thirty (30) days prior written notice to the Executive, and the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby has such right) by reason of any act, decision or omission by the Company or the Board that: (i) materially diminishes the Executive's Base Salary; (ii) materially diminishes the Executive's authority, duties, or responsibilities (other than such changes that typically occur in connection with a company becoming a publicly-traded company); (iii) relocates the Executive without his consent from the Company's offices located at 345 Inverness Drive South, Building

C, Suite 310, Englewood, Colorado to any other location in excess of fifty (50) miles beyond the geographic limits of Englewood, Colorado that increases the Executive's one-way commute to work by at least 50 miles based on the Executive's primary residence immediately prior to the time such relocation is announced; or (iv) constitutes a material breach of this Agreement (each a "Good Reason"). The Executive must give the Company written notice of the condition that gives rise to the Good Reason within ninety (90) days of the occurrence of the condition, in which event the Company shall have thirty (30) days to remedy the condition, and after which the Executive may resign for Good Reason within ninety (90) days after the Company fails to reasonably remedy the condition.

(b) In the event the Company or the Executive shall exercise the termination right granted pursuant to Section 6.2(a), then except as set forth below, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay to the Executive (i) an amount equal to twelve (12) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus one time the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (ii) any amount due and owing as of the Termination Date pursuant to Section 3.1, Section 3.2 (including a Bonus for the year in which the termination occurs prorated to the date of termination based on the Executive's average bonus received for the immediately preceding three years) and Article 4. Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that the payments pursuant to clause (i) above are contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. In addition, the Company shall provide the Executive (and his family members) with 6 months of paid COBRA coverage for any Company sponsored group health plan (excluding any flexible spending account) in which the Executive is enrolled at the time of Executive's termination of employment (provided, however, that if doing so would result in adverse tax consequences (e.g., under Internal Revenue Code Section 105(h)), the Company shall instead pay executive an amount equal to one month of COBRA continuation premiums with respect to each such group health plan on the first day of each of the first 6 months following Executive's termination of employment).

6.3 Termination of Employment Upon Death Or Disability.

(a) *Death.* The Executive's employment hereunder shall terminate automatically upon his death during the Term. Upon such termination, the Company neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided*, *however*, that the Company shall pay the Executive's estate any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and the Company shall pay to such person as the Executive shall have designated in a notice filed with the Company, or, if no such person shall be designated, to his estate as a death benefit, a lump sum amount, in cash, equal to the Executive's Base Salary at the rate in effect on the date of the Executive's death. This amount shall be exclusive of and in addition to any payments the Executive's surviving spouse, beneficiaries or estate may be entitled to receive pursuant to any pension or employee benefit plan or life insurance policy maintained by the Company. Any equity awards held by the

Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

(b) *Disability.* If the Company determines in good faith that the Disability of the Executive has occurred during the Term, subject to applicable laws, it may give written notice to the Executive of its intention to terminate his employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, the Executive shall not have returned to full-time performance of his duties. During any period that the Executive fails to perform his duties hereunder as a result of the Disability, the Executive shall continue to receive his full Base Salary and incentive compensation until the Executive's employment is terminated pursuant to this Section 6.3(b). Upon any such termination neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4 and, after termination an amount equal to 12 months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination). Such 12 months of Base Salary shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that this payment is contingent on the Executive having executed a release in favor of the Company within 60 days following Executive's termination of employment and not thereafter revoking such release. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties to the Company on account of physical or mental illness or incapacity for a period of 120 consecutive calendar days, or for a period of 180 calendar days, whether or not consecutive, during any 365 day period. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.4 Termination by the Executive Without Good Reason. Anything in this Agreement to the contrary notwithstanding, during the Term the Executive shall have the right, in his sole discretion, to terminate his employment under this Agreement without Good Reason upon not less than thirty (30) days prior written notice to the Company and, in such event, neither party shall have any rights or obligations under Article 1, Article 2, Section 3.1, Section 3.2, or Article 4; *provided, however*, that the Company shall pay the Executive any amount due and owing as of the Termination Date pursuant to Section 3.1 and Section 3.2 (excluding a Bonus for the year in which the termination occurs) and Article 4. Any equity awards held by the Executive shall be governed by the terms and conditions of the relevant plan and grant documents.

6.5 Acceleration of Equity Awards. If the Company shall terminate the Executive's employment other than pursuant to Sections 6.1 or if the Executive shall terminate his employment for Good Reason pursuant to Section 6.2, then, in addition to any payment the Executive is entitled to under Article 6, the Company shall vest, effective as of immediately prior to the applicable Termination Date, all of the Executive's unvested stock options and other equity awards (if any) outstanding as of immediately prior to the applicable Termination Date, regardless of when such options of equity awards were granted.

6.6 Date of Termination. For purposes of this Agreement "Termination Date" shall mean the date the Executive's employment terminates.

ARTICLE 7
COOPERATION

7.1 Certain Events. In the event that Executive receives payment pursuant to this Agreement and the Company (or its successor) is later required to restate its financial statements due in whole or in part to the fraud or misconduct of Executive, then Executive shall promptly repay to the Company (or its successor) any such amounts Executive received that were based in whole or part on the financial statements that were required to be restated and Executive shall not be entitled to any further payments that are based in whole or part on the financial statements that were required to be restated. In addition, Executive's bonuses and other incentive-based compensation and profits on stock sales shall be subject to potential disgorgement pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

ARTICLE 8
RESTRICTIVE COVENANTS

8.1 Confidential Information. The Executive has entered into and agrees to be bound by the terms and conditions of the Company's Employee Proprietary Information and Inventions Agreement, dated September 3, 2009 (the "Confidentiality Agreement"). The Executive agrees to execute such other documents (including, but not limited to, new versions of the Confidentiality Agreement) as may be necessary in order to protect the Company's confidential and proprietary information. Expiration of this Agreement shall not have any effect on the Confidentiality Agreement, which shall at all times remain separately and independently enforceable, subject to the terms of this Article 8.

8.2 Covenant Not to Solicit. During the Term and through the one (1) year anniversary of the Termination Date, the Executive will not, directly or indirectly, without the express written consent of the Board, solicit (a) clients, customers or accounts of the Company for, on behalf of or otherwise related to any Competitive Business; (b) or hire any person who is or shall be in the employ or service of the Company to leave such employ or service for employment with or service to the Executive, an affiliate of the Executive or any third party; or (c) or hire any person who was within six (6) months of such solicitation in the employ or service of the Company to become employed by or provide services to the Executive, an affiliate of the Executive or any third party.

8.3 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by the Executive contained in Sections 8.1 and 8.2, and that the Company's remedies at law for any such breach or threatened breach may be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall, upon making a sufficient showing under applicable law, be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the Executive, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach. The obligations of the Executive

and rights of the Company pursuant to this Article 8 shall survive the termination of the Executive's employment under this Agreement. The covenants and obligations of the Executive set forth in this Article 8 are in addition to and not in lieu of or exclusive of any other obligations and duties the Executive owes to the Company, whether expressed or implied in fact or law. The Company shall pay and be solely responsible for any attorney's fees, expenses, costs and court or arbitration costs incurred by the Executive in any matter or dispute between the Executive and the Company which pertains to this Article 8 if the Executive prevails in the contest in whole or in part.

ARTICLE 9
GENERAL PROVISIONS

9.1 Final Agreement. This Agreement is intended to be the final, complete and exclusive agreement between the parties relating to the employment of the Executive by the Company and, effective as of the Commencement Date, supersedes all prior or contemporaneous understandings, employment agreements, representations and statements, both oral or written, relating to the subject matter hereof, including the Prior Employment Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

9.2 No Waiver. No waiver, by conduct or otherwise, by any party of any term, provision, or condition of this Agreement, shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition nor as a waiver of a similar or dissimilar condition or provision at the same time or at any prior or subsequent time.

9.3 Rights Cumulative. The rights under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by any party to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right.

9.4 Notice. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by fax or cable, or sent prepaid by either registered or certified mail with return receipt requested or national overnight delivery service and shall be deemed given (i) if personally served or by national overnight delivery service, when delivered to the person to whom such notice is addressed, (ii) if given by fax or cable, when sent, or (iii) if given by mail, two (2) business days following deposit in the United States mail. Any notice given by fax or cable shall be confirmed in writing, by overnight mail or national overnight delivery service within forty-eight (48) hours after being sent. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct.

If to the Company:

Gevo, Inc.
345 Inverness Drive South
Bldg. C, Suite 310
Englewood, Colorado 80112
Attn: General Counsel

If to the Executive:

Jack Huttner
[…***…]

9.5 Assignments. This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives. Except as otherwise provided herein, neither of the parties hereto may make any assignment of this Agreement, or any interest herein, without the prior written consent of the other party, except that, without such consent, this Agreement shall be assigned to any corporation or entity which shall succeed to the business presently being operated by Company, by operation of law or otherwise, including by dissolution, merger, consolidation, transfer of assets, or otherwise.

9.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

9.8 Severability. The provisions of this Agreement are agreed to be severable, and if any provision, or application thereof, is held invalid or unenforceable, then such holding shall not affect any other provision or application.

9.9 Construction. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, and the feminine term shall include the neuter and the masculine genders.

9.10 Arbitration. Except as otherwise provided in Section 8.4 hereof, any controversy or claim arising out of, or related to, this Agreement, or the breach thereof, shall be settled by binding arbitration in Denver, Colorado, in accordance with the employment arbitration rules then in effect of the American Arbitration Association including the right to discovery, and the arbitrator’s decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party hereto shall pay its or their own

expenses incident to the negotiation, preparation and resolution of any controversy or claim arising out of, or related to, this Agreement, or the breach thereof; *provided*, *however*, the Company shall pay and be solely responsible for any attorneys' fees and expenses and court or arbitration costs incurred by the Executive as a result of a claim brought by either the Executive or the Company alleging that the other party breached or otherwise failed to perform this Agreement or any provision hereof to be performed by the other party if the Executive prevails in the contest in whole or in part.

9.11 Code Section 409A Compliance. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Internal Revenue Code Section 409A ("Section 409A") and, for purposes of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" (within the meaning of Section 409A) on the date of the Executive's separation from service, then any payments or benefits that otherwise would be payable under this Agreement within the first six months following the Executive's separation from service (the "409A Suspension Period"), shall instead be paid in a lump sum within fourteen (14) days after the end of the sixth month period following the Executive's separation from service, or Executive's death, if sooner, but only to the extent that such payments or benefits provide for the "deferral of compensation" within the meaning of Section 409A, after application of the exemptions provided in Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(ii)-(v) thereof. After the 409A Suspension Period, the Executive will receive any remaining payments and benefits due pursuant to this Agreement in accordance with its terms (as if there had not been any suspension beforehand). To the extent that severance payments or benefits under this Agreement are conditioned on the execution of a release by Executive, Executive shall forfeit all rights to such payments and benefits unless such release is signed and delivered to the Company within the time required by this Agreement. Whenever a payment under this Agreement specified a payment period with respect to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. The Company will cooperate with the Executive in making any amendments to this Agreement that the Executive reasonably requests to avoid the imposition of taxes or penalties under Section 409A of the Code provided that such changes do not provide the Executive with additional benefits (other than de minimus benefits) under this Agreement.

9.12 Survival. The covenants contained in Articles 5, 6, 9.1 – 9.5 and 9.10 – 9.13 shall survive any termination of the Executive's employment with the Company and any expiration or termination of this Agreement.

9.13 No Mitigation or Offset. The Executive shall not have any duty to seek other employment or to reduce any amounts or benefits payable to him under Section 1.1 or Article 6, and no such amounts or benefits shall be reduced, on account of any compensation received by the Executive from any other employment or source. The Company shall not have the right to offset any amount owed to it against payments due to the Executive under Section 1.1, Article 5 or Article 6 (other than as expressly provided therein).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GEVO, INC.

By: /s/ Patrick Gruber
Name: Patrick Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Jack Huttner
Jack Huttner

Exhibit 10.20

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

345 Inverness Drive South
Building C, Suite 310
Englewood, CO 80112
T 303-858-8358
gevo.com

June 7, 2010

Mr. Stacy Smith
[…***…]

Dear Stacy:

We are very excited that you have expressed an interest in joining the Board of Directors (the “Board”) of Gevo, Inc. (“Gevo”). Gevo has experienced tremendous growth and is ready to move to the next phase in its development. As we have discussed, we believe that your participation, insight and business acumen will be extremely helpful as we execute on our commercialization strategy. We know that you will be an invaluable addition to our team and we want you to be part of the Gevo story.

You will serve as a member of our Board. We are confident that your appointment will be approved by the Board and hope that you will join us as soon as possible.

The Board generally meets once per quarter but may meet more frequently as needed. The Board values and places a great deal of importance on director attendance and participation in Board meetings. However, we understand that on occasion scheduling conflicts may prevent a director from attending a particular meeting.

For your services as a director you will receive an annual retainer of $50,000 per year. As you know, we are in the process of preparing to file for an initial public offering (“IPO”). After joining our Board and before our IPO, Gevo will grant to you a one-time option to purchase Gevo common stock at market value and for the number of shares equal to $125,000 divided by $10.07 per share (the Gevo common stock price on the date of grant) which equals 12,413 shares that are fully vested. The option grant will be issued to you upon signing this letter.

If and when Gevo completes an IPO, for each year that you serve on the Board you will receive an annual grant of restricted stock and stock options in equal proportions and valued in the aggregate at $125,000 on the date of grant. This annual grant will be subject to a three-year vesting schedule.

Gevo will enter into an indemnification agreement with you in the same form approved for Gevo’s other directors. Gevo also maintains D&O insurance for your protection. Additional terms related to your directorship are attached hereto on Appendix A.

***Confidential Treatment Requested**

Please indicate that you accept this offer on the terms and conditions set forth herein by signing below. Feel free to call me if you have any questions or would like to discuss the terms of this offer.

We are excited by the prospects of you joining us and look forward to working with you.

Sincerely,

/s/ Patrick Gruber

Patrick Gruber
on behalf of the Board of Directors of Gevo, Inc.

Agreed and accepted:

/s/ Stacy Smith

Stacy Smith

Date: 6/8/10

Appendix A

You agree to use Confidential Information (as defined below) only in the performance of your duties for Gevo. You will not disclose Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo except to persons authorized by Gevo to receive this information. You will not use Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo, for your personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of Gevo. You will take all action reasonably necessary to protect Confidential Information from being disclosed to anyone other than persons authorized by Gevo. When your engagement by Gevo terminates, you will immediately return or destroy all materials (including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium) containing, summarizing, abstracting or in any way relating to Confidential Information.

As used in this letter, the term "Confidential Information" means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that Gevo is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to Gevo, its business, potential business, operations or finances, or the business of Gevo's affiliates or customers that you have previously or may in the future develop or of which you may acquire knowledge during your engagement with Gevo, or from your colleagues during your engagement with Gevo.

You agree that during the period beginning on the initial date of your appointment and ending one (1) year after termination of your engagement with Gevo for any reason, you will not directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise, (i) do anything to divert or attempt to divert from Gevo any business of any kind, including, without limitation, solicit or interfere with any of Gevo's customers, clients, members, business partners or suppliers, (ii) solicit, induce, recruit or encourage any person engaged by Gevo to terminate his or her engagement, or (iii) engage, invest or participate in any business that is similar to those which Gevo has created, has under development or are the subject of active planning from time to time during your engagement with Gevo; provided, however, that you may own, as a passive investor, publicly-traded securities of any corporation that competes with the business of Gevo so long as such securities do not, in the aggregate, constitute more than three percent (3%) of any class of outstanding securities of such corporations.

You agree that during your tenure on the Board, in the event a conflict of interest arises based upon your employment, engagement or participation with any other firm or entity, you will promptly disclose such conflict to the Board in writing. You represent that presently no such conflict of interest exists.

This letter may not be modified or amended except by a specific written agreement, signed by you and an authorized signatory of Gevo. This letter supersedes and replaces any prior representations, understandings or agreements, whether oral, written or implied between you and Gevo.

Exhibit 10.21

***** Text Omitted and Filed Separately**
Confidential Treatment Requested
Under 17 C.F.R. §§ 200.80(b)(4)
and 203.406

345 Inverness Drive South
Building C, Suite 310
Englewood, CO 80112

T 303-858-8358

gevo.com

June 14, 2010

Mr. Bruce Smith
[…***…]

Dear Bruce:

We are very excited that you have expressed an interest in joining the Board of Directors (the “Board”) of Gevo, Inc. (“Gevo”). Gevo has experienced tremendous growth and is ready to move to the next phase in its development. As we have discussed, we believe that your participation, insight and business acumen will be extremely helpful as we execute on our commercialization strategy. We know that you will be an invaluable addition to our team and we want you to be part of the Gevo story.

You will serve as a member of our Board and as the Chairman of our Audit Committee. We are confident that your appointment will be approved by the Board and hope that you will join us as soon as possible.

The Board generally meets once per quarter but may meet more frequently as needed. The Board values and places a great deal of importance on director attendance and participation in Board meetings. However, we understand that on occasion scheduling conflicts may prevent a director from attending a particular meeting.

For your services as a director you will receive an annual retainer of $50,000 per year. For your services as the chair of our audit committee, you will receive an additional annual retainer of $10,000 per year. As you know, we are in the process of preparing to file for an initial public offering (“IPO”). After joining our Board and before our IPO, Gevo will grant to you a one-time option to purchase Gevo common stock at market value and for the number of shares equal to $125,000 divided by $10.07 per share (the Gevo common stock price on the date of grant) which equals 12,413 shares that are fully vested. The option grant will be issued to you upon signing this letter.

If and when Gevo completes an IPO, for each year that you serve on the Board you will receive an annual grant of restricted stock and stock options in equal proportions and valued in the aggregate at $125,000 on the date of grant. This annual grant will be subject to a three-year vesting schedule.

***Confidential Treatment Requested**

Gevo will enter into an indemnification agreement with you in the same form approved for Gevo's other directors. Gevo also maintains D&O insurance for your protection. Additional terms related to your directorship are attached hereto on Appendix A.

Please indicate that you accept this offer on the terms and conditions set forth herein by signing below. Feel free to call me if you have any questions or would like to discuss the terms of this offer.

We are excited by the prospects of you joining us and look forward to working with you.

Sincerely,

/s/ Patrick Gruber

Patrick Gruber
on behalf of the Board of Directors of Gevo, Inc.

Agreed and accepted:

/s/ Bruce Smith

Bruce Smith

Date: June 24, 2010

Appendix A

You agree to use Confidential Information (as defined below) only in the performance of your duties for Gevo. You will not disclose Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo except to persons authorized by Gevo to receive this information. You will not use Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo, for your personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of Gevo. You will take all action reasonably necessary to protect Confidential Information from being disclosed to anyone other than persons authorized by Gevo. When your engagement by Gevo terminates, you will immediately return or destroy all materials (including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium) containing, summarizing, abstracting or in any way relating to Confidential Information.

As used in this letter, the term “Confidential Information” means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that Gevo is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to Gevo, its business, potential business, operations or finances, or the business of Gevo’s affiliates or customers that you have previously or may in the future develop or of which you may acquire knowledge during your engagement with Gevo, or from your colleagues during your engagement with Gevo.

You agree that during the period beginning on the initial date of your appointment and ending one (1) year after termination of your engagement with Gevo for any reason, you will not directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise, (i) do anything to divert or attempt to divert from Gevo any business related to its fermentation products and corresponding derivatives, including, without limitation, solicit or interfere with any of Gevo’s customers, clients, members, business partners or suppliers, (ii) solicit, induce, recruit or encourage any person engaged by Gevo to terminate his or her engagement, or (iii) engage, invest or participate in any business that is similar Gevo’s fermentation products and corresponding derivatives during your engagement with Gevo; provided, however, that you may own, as a passive investor, publicly-traded securities of any corporation that competes with Gevo’s fermentation products and corresponding derivatives so long as such securities do not, in the aggregate, constitute more than three percent (3%) of any class of outstanding securities of such corporations.

You agree that during your tenure on the Board, in the event a conflict of interest arises based upon your employment, engagement or participation with any other firm or entity, you will promptly disclose such conflict to the Board in writing. You represent that presently no such conflict of interest exists.

This letter may not be modified or amended except by a specific written agreement, signed by you and an authorized signatory of Gevo. This letter supersedes and replaces any prior representations, understandings or agreements, whether oral, written or implied between you and Gevo.

Exhibit 10.22

gevo™

345 Inverness Drive South
Building C, Suite 310
Englewood, CO 80112

T 303-858-8358

gevo.com

June 14, 2010

Mr. Carlos Cabrera
(via email)

Dear Carlos:

We are very excited that you have expressed an interest in joining the Board of Directors (the "Board") of Gevo, Inc. ("Gevo"). Gevo has experienced tremendous growth and is ready to move to the next phase in its development. As we have discussed, we believe that your participation, insight and business acumen will be extremely helpful as we execute on our commercialization strategy. We know that you will be an invaluable addition to our team and we want you to be part of the Gevo story.

You will serve as a member of our Board and participate on certain Board committees. We are confident that your appointment will be approved by the Board and hope that you will join us as soon as possible.

The Board generally meets once per quarter but may meet more frequently as needed. The Board values and places a great deal of importance on director attendance and participation in Board meetings. However, we understand that on occasion scheduling conflicts may prevent a director from attending a particular meeting.

For your services as a director you will receive an annual retainer of $50,000 per year. As you know, we are in the process of preparing to file for an initial public offering ("IPO"). After joining our Board and before our IPO, Gevo will grant to you a one-time option to purchase Gevo common stock at market value and for the number of shares equal to $125,000 divided by $10.07 per share (the Gevo common stock price on the date of grant) which equals 12,413 shares that are fully vested. The option grant will be issued to you upon signing this letter.

If and when Gevo completes an IPO, for each year that you serve on the Board you will receive an annual grant of restricted stock and stock options in equal proportions and valued in the aggregate at $125,000 on the date of grant. This annual grant will be subject to a three-year vesting schedule.

Gevo will enter into an indemnification agreement with you in the same form approved for Gevo's other directors. Gevo also maintains D&O insurance for your protection. Additional terms related to your directorship are attached hereto on Appendix A.

Please indicate that you accept this offer on the terms and conditions set forth herein by signing below. Feel free to call me if you have any questions or would like to discuss the terms of this offer.

We are excited by the prospects of you joining us and look forward to working with you.

Sincerely,

/s/ Patrick Gruber

Patrick Gruber
on behalf of the Board of Directors of Gevo, Inc.

Agreed and accepted:

/s/ Carlos Cabrera

Carlos Cabrera

Date: June 20, 2010

Appendix A

You agree to use Confidential Information (as defined below) only in the performance of your duties for Gevo. You will not disclose Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo except to persons authorized by Gevo to receive this information. You will not use Confidential Information, directly or indirectly, at any time during or after your engagement by Gevo, for your personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of Gevo. You will take all action reasonably necessary to protect Confidential Information from being disclosed to anyone other than persons authorized by Gevo. When your engagement by Gevo terminates, you will immediately return or destroy all materials (including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium) containing, summarizing, abstracting or in any way relating to Confidential Information.

As used in this letter, the term “Confidential Information” means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that Gevo is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to Gevo, its business, potential business, operations or finances, or the business of Gevo’s affiliates or customers that you have previously or may in the future develop or of which you may acquire knowledge during your engagement with Gevo, or from your colleagues during your engagement with Gevo.

You agree that during the period beginning on the initial date of your appointment and ending one (1) year after termination of your engagement with Gevo for any reason, you will not directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise, (i) do anything to divert or attempt to divert from Gevo any business related to its fermentation products and corresponding derivatives, including, without limitation, solicit or interfere with any of Gevo’s customers, clients, members, business partners or suppliers, (ii) solicit, induce, recruit or encourage any person engaged by Gevo to terminate his or her engagement, or (iii) engage, invest or participate in any business that is similar Gevo’s fermentation products and corresponding derivatives during your engagement with Gevo; provided, however, that you may own, as a passive investor, publicly-traded securities of any corporation that competes with Gevo’s fermentation products and corresponding derivatives so long as such securities do not, in the aggregate, constitute more than three percent (3%) of any class of outstanding securities of such corporations.

You agree that during your tenure on the Board, in the event a conflict of interest arises based upon your employment, engagement or participation with any other firm or entity, you will promptly disclose such conflict to the Board in writing. You represent that presently no such conflict of interest exists.

This letter may not be modified or amended except by a specific written agreement, signed by you and an authorized signatory of Gevo. This letter supersedes and replaces any prior representations, understandings or agreements, whether oral, written or implied between you and Gevo.

Exhibit 21.1

Subsidiaries of Gevo, Inc.

Name of Subsidiary	Jurisdiction
Gevo Development, LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated August 12, 2010 relating to the consolidated financial statements of Gevo, Inc. and its subsidiary (the “Company”) (which report expresses an unqualified opinion on the consolidated financial statements and includes explanatory paragraphs referring to the Company’s status as a development stage enterprise and the change in the method of accounting for preferred stock warrants), appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading “Experts” in such Prospectus.

/s/ Deloitte & Touche, LLP
Denver, Colorado
August 12, 2010

CONSENT OF INDEPENDENT AUDITORS

We consent to the use in this Registration Statement on Form S-1 of our report dated August 12, 2010 related to the combined financial statements of Agri-Energy as of and for the years ended December 31, 2008 and 2009 (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the preparation of the combined financial statements from the separate records maintained by CORN-er Stone Farmers Cooperative), appearing in the Prospectus, which is part of this Registration Statement, and to the reference to us under the heading "Experts" in such Prospectus.

/s/ Deloitte & Touche, LLP
Denver, Colorado
August 12, 2010

Paul Hastings

Paul, Hastings, Janofsky & Walker LLP
4747 Executive Drive
12th Floor
San Diego, CA 92121
telephone 858-458-3000 • facsimile 858-458-3005 • www.paulhastings.com

(858) 458-3031
teriobrien@paulhastings.com

August 12, 2010

VIA EDGAR AND OVERNIGHT DELIVERY

U.S. Securities and Exchange Commission
Division of Corporate Finance
100 F Street, N.E.
Mail Stop 6010
Washington, D.C. 20549

Re: Gevo, Inc. Registration Statement on Form S-1

Dear Sir or Madam:

On behalf of Gevo, Inc. (the “Company”), we transmit for filing under the Securities Act of 1933, as amended, and pursuant to Regulation S-T promulgated thereunder, the Company’s Registration Statement on Form S-1 (the “Form S-1”) for the initial public offering of shares of the Company’s Common Stock, together with copies of the exhibits being filed at this time. Original signature pages to the Form S-1 have been manually executed and will be retained by the Company for five years.

Pursuant to Rule 13(c) of Regulation S-T, a filing fee of $10,695 was wired to the Securities and Exchange Commission on August 9, 2010.

Please direct any questions or comments regarding this filing to the undersigned at (858) 458-3031 or to Deyan Spiridonov at (858) 458-3044.

Sincerely,

/s/ Teri O’Brien

cc: Patrick Gruber, Gevo, Inc.
Mark Smith, Gevo, Inc.
Brett Lund, Gevo, Inc.
Deyan Spiridonov, Paul, Hastings, Janofsky & Walker LLP