As filed with the Securities and Exchange Commission on January 19, 2011

Registration No. 333-168792

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 4 to
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)

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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(2)
Common Stock, $0.01 par value	$123,337,500	$14,319.49

(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.

(2) $10,695 of this amount was previously paid.

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 January 19, 2011

7,150,000 Shares

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 7,150,000 shares of common stock offered by this prospectus. We expect the public offering price to be between $13.00 and $15.00 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 16 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 1,072,500 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, after underwriting discounts and commissions but 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 , 2011.

UBS Investment Bank **Piper Jaffray** **Citi**

Simmons & Company International

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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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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 subsidiaries, 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;
- "Nexant" refers to Nexant, Inc.; and
- "CDTECH" refers to Catalytic Distillation 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 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 (the most current data available from SRI); 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. Conversion into gallons for the fuels markets is based upon fuel densities identified by Air BP Ltd. and the American Petroleum Institute.

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 the 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 for such products 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. While we are a development stage company that has generated minimal revenue and has experienced net losses since inception, we believe that our 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

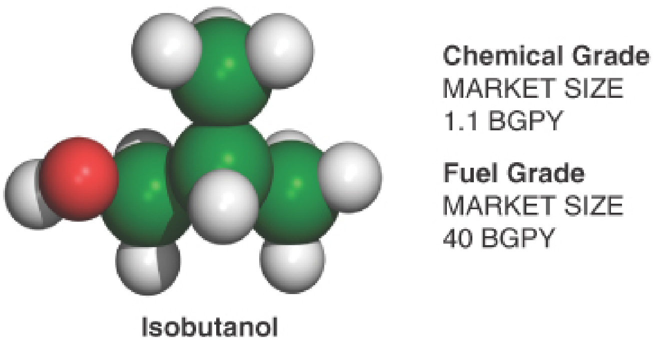
Relative to petroleum-based products, we expect that chemicals and fuels made from our isobutanol will provide our potential customers with the advantages of lower cost volatility and increased supply options for their raw materials. Our isobutanol, and the products produced from it will also offer our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

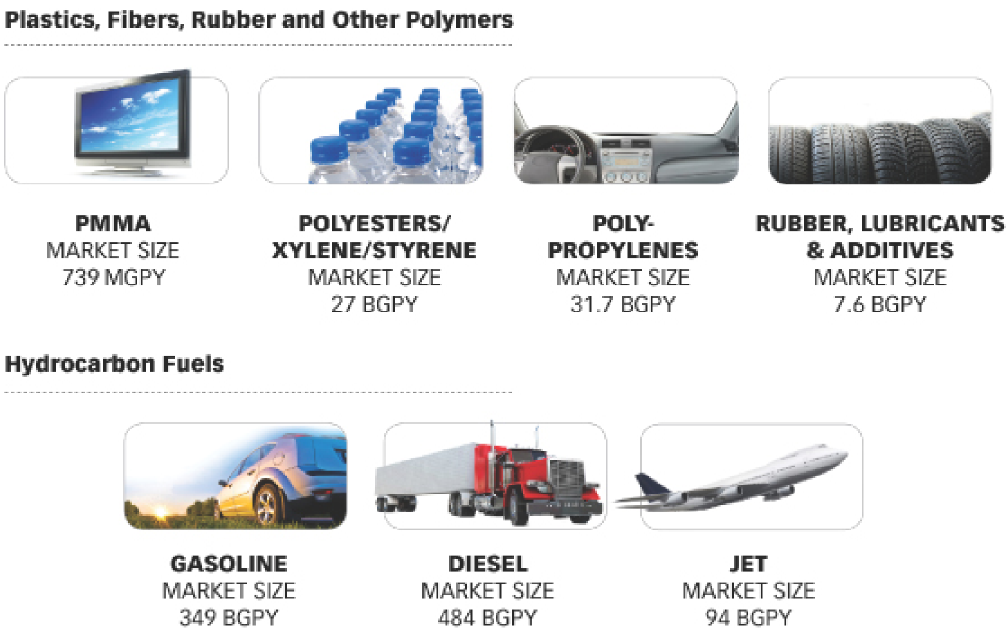
- **Isobutanol.** Without any modification isobutanol has direct applications as a specialty chemical and a fuel blendstock. In the specialty chemical market, among other things, isobutanol can be sold for immediate use as a solvent. The global market for butanol as a specialty chemical represents approximately 1.1 BGPY, based upon volume data from SRI. 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. Combined, the total global market for isobutanol as a fuel blendstock and specialty chemical represents approximately 41.1 BGPY. Since our potential customers in these markets would not be required to develop any additional infrastructure to use our isobutanol, we believe that selling into these markets will result in a lower risk profile and produce attractive margins.
- **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 the 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.

The graphic below outlines the variety and 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 figures 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 also intend to develop relationships with companies that are engineering and piloting the processes necessary to convert isobutanol to biobased jet fuel and then license this technology to refiners and petrochemical companies that intend to use our isobutanol and other biobased butanols for the production of biobased jet fuel.

We are also in discussions with a number of companies that may consider using our isobutanol, without modification, as a specialty chemical or a fuel blendstock. In November 2010, we entered into a non-binding letter of intent with Sasol Chemical Industries Ltd., acting through its Solvents Division, pursuant to which we intend to negotiate the terms of a definitive agreement for the sale and distribution of our isobutanol to be used primarily in solvent applications. This ready market for isobutanol is particularly valuable because the use of isobutanol as a specialty chemical does not require regulatory approval.

We are also actively pursuing commercial relationships with petrochemical manufacturers that have the ability to produce butenes and other hydrocarbon products from our isobutanol and with large brand owners regarding the use of our isobutanol in the production of biobased plastics, fibers, rubber and other polymers. In November 2010, we entered into a non-binding letter of intent with South Hampton Resources, Inc., or SHR, an independent specialty petrochemical manufacturer with over 50 years of experience in toll processing and product development, pursuant to which SHR will develop processes to dehydrate our isobutanol into isobutylene to serve the market for isobutylenes and to further process at least a portion of that isobutylene to produce kerosene for use as a renewable jet fuel blendstock.

We believe that the relationships described above 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 or distribution 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 also 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 2.4 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. In September 2010, we closed the transactions contemplated by the acquisition agreement and acquired a 22 MGPY ethanol production facility in Luverne, Minnesota which we intend to retrofit for isobutanol production. We paid a purchase price of approximately $20.7 million in connection with these transactions. In addition, we acquired and paid for $4.9 million in estimated working capital. We paid the aggregate purchase price from available cash reserves and previously arranged financing.

Additionally, in November 2010 we executed a non-binding letter of intent with a large ethanol producer in the Midwest. This letter of intent contemplates a joint venture between this ethanol producer and us pursuant to which the ethanol producer would provide its existing 50 MGPY ethanol production facility and we would be responsible for retrofitting such facility to produce isobutanol. Upon completion of the retrofit, both parties to the joint venture would receive a portion of the profits from the sale of isobutanol, consistent with our business model. However, there can be no assurance that we will be able to enter into a definitive joint venture agreement with this ethanol producer.

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 September 2010, we acquired 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. We have begun the project engineering and permitting portion of the Luverne facility retrofit process 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 350 million gallons of isobutanol in 2015.

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 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 acquisition of a 22 MGPY ethanol production facility 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, and our CEO, Dr. Patrick Gruber, has spent over 20 years developing and successfully commercializing industrial biotechnology products. 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 September 2010, we acquired a 22 MGPY ethanol production facility in Luverne, Minnesota. We have begun the project engineering and permitting portion of the Luverne facility retrofit process and expect to 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 350 million gallons of isobutanol in 2015.
- **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.

Summary risk factors

Our business is subject to numerous risks and uncertainties that you should understand before making an investment decision. These risks are discussed more fully in the section entitled “Risk Factors” beginning on page 16 of this prospectus. These include:

- we are a development stage company and have not generated any revenues from the sale of isobutanol, and our business may fail if we are not able to successfully commercialize isobutanol and the products derived from it;
- we have incurred losses to date, anticipate continuing to incur losses in the future and may never achieve or sustain profitability;
- we have no experience producing isobutanol at the commercial scale needed for the development of our business, and we will not succeed if we cannot produce commercial quantities of isobutanol in a timely and economic manner;
- our strategy involves accessing and retrofitting existing ethanol production facilities to produce isobutanol and we may not be able to meet the volume demands of our potential customers if we are unable to successfully identify and acquire access to facilities suitable for efficient retrofitting;
- we have no experience retrofitting commercial ethanol production facilities to produce isobutanol or operating commercial isobutanol facilities, and any unexpected delays, operational difficulties, cost-overruns or failures in the retrofit process could slow our commercial production of isobutanol and harm our performance;
- no market currently exists for isobutanol as a fuel, a fuel blendstock or a building block for the production of hydrocarbons, and our business may fail if we are unable to successfully market our isobutanol to potential customers, including refiners and chemical producers;
- we intend to market our isobutanol as a building block in the production of biofuels and biobased alternatives to petroleum-based products, and if the price of oil falls our customers may be unable to produce biobased products that are commercially viable alternatives to petroleum-based products;
- we may not be able to obtain regulatory approval for the use of our isobutanol in the fuels and chemicals markets;
- our ability to compete may be adversely affected 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 ability to compete may be adversely affected if we are unsuccessful in defending against any claims by competitors or others that we are infringing upon their intellectual property rights, such as if Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP, is successful in its lawsuit alleging that we are infringing their patent for the production of isobutanol using certain microbial host cells;
- we have agreed to preliminary terms for a number of supply and distribution agreements with future customers, however, none of these agreements are binding and our performance may suffer if we fail to successfully transition these preliminary commitments into definitive supply and distribution agreements or to negotiate sufficient long-term supply agreements for our production of isobutanol;
- we believe that our isobutanol is fully compatible with existing refinery and transportation infrastructure but if our isobutanol proves unsuitable for use in the existing infrastructure, the market adoption of our isobutanol may be adversely affected;
- fluctuations in the price of corn and other feedstocks may affect our cost structure; and
- concerns about genetically engineered products and processes, and similar concerns about feedstocks grown on land that could be used for food production, could limit our revenues.

Industry overview

Petroleum is a fundamental source of chemicals and fuels, with annual global demand in 2008 estimated at $3.0 trillion, based on data from the IEA and the EIA. 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. and filed an amendment to our certificate of incorporation changing our name to Gevo, Inc. on March 29, 2006. 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.

The offering

Common stock offered by Gevo	7,150,000 shares (or 8,222,500 shares if the underwriters exercise their option to purchase additional shares in full).
Common stock to be outstanding after this offering.	24,898,802 shares (or 25,971,302 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. We completed our acquisition of Agri-Energy in September 2010, at which time Agri-Energy became a subsidiary of Gevo Development, and we do not have agreements or commitments for any other specific acquisitions at this time. A portion of the net proceeds of this offering may be used to complete the retrofit of Agri-Energy's ethanol production facility in Luverne, Minnesota. 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, expenses associated with litigation and the costs associated with being a public company. Please see "Use of Proceeds."
Risk factors	See "Risk Factors" starting on page 16 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 17,748,802 shares outstanding as of December 31, 2010 and excludes:

- 2,894,265 shares of common stock issuable upon the exercise of options outstanding as of December 31, 2010 at a weighted average exercise price of $2.83 per share;
- 858,000 shares of common stock issuable upon the exercise of outstanding common stock warrants as of December 31, 2010 at an exercise price of $2.70 per share;
- 412,318 shares of common stock issuable upon the exercise of outstanding preferred stock warrants as of December 31, 2010 at a weighted average exercise price of $6.96 per share, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see

"Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and subject to adjustment to reflect the actual offering price; and

- 2,489,880 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, assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price.

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

- the conversion of all of our outstanding shares of preferred stock into 16,588,145 shares of common stock in connection with the consummation of this offering, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price, 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.

Certain of our current stockholders, including LANXESS Corporation and Total Energy Ventures International, have indicated an interest in purchasing shares in this offering. However, the underwriters will have the discretion as to whether to sell any shares to these stockholders. In addition, there can be no assurance that these stockholders will ultimately decide to buy shares in this offering.

Summary historical and pro forma 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 nine months ended September 30, 2009 and 2010 and the consolidated balance sheet data as of September 30, 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 September 30, 2010 and results of operations for the nine months ended September 30, 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 and unaudited pro forma, as adjusted financial data. This pro forma and 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. This pro forma and pro forma, as adjusted financial data should be read together with Agri-Energy’s financial statements and accompanying notes appearing elsewhere in this prospectus and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Agri-Energy is engaged in the business of producing and selling ethanol and related products through an ethanol plant located in Luverne, Minnesota. We acquired Agri-Energy with the intention of retrofitting the ethanol plant to produce isobutanol. We intend to 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 sale 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.

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 10 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.” For purposes of the disclosure contained in this section, “the company,” “we,” “us” and “our” refer to Gevo, Inc. and Gevo Development, as the context requires, and include Agri-Energy following the completion of our acquisition on September 22, 2010.

Consolidated statements of operations data:	Year ended December 31, 2007	Year ended December 31, 2008	Year ended December 31, 2009	Nine months ended September 30, 2009	Nine months ended September 30, 2010(5)	Pro forma (6) Year ended December 31, 2009	Pro forma (6) Nine months ended September 30, 2010
Revenues:							
Grant revenue	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 1,175,000	$ 660,000	$ 1,175,000
Licensing revenue	—	—	—	—	138,000	—	138,000
Ethanol sales and related products	—	—	—	—	975,000	40,108,000	31,469,000
Total revenues	275,000	208,000	660,000	551,000	2,288,000	40,768,000	32,782,000
Cost of goods sold	—	—	—	—	(856,000)	(37,179,000)	(28,941,000)
Gross margin	275,000	208,000	660,000	551,000	1,432,000	3,589,000	3,841,000
Operating expenses:							
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(6,730,000)	(11,432,000)	(10,508,000)	(11,432,000)
Selling, general and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(5,685,000)	(19,114,000)	(10,728,000)	(20,008,000)
Lease termination costs	(894,000)	—	—	—	—	—	—
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(22,000)	(10,000)	—	(22,000)	—
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(12,425,000)	(30,546,000)	(21,258,000)	(31,440,000)
Loss from operations	(7,162,000)	(13,311,000)	(18,569,000)	(11,874,000)	(29,114,000)	(17,669,000)	(27,599,000)
Other (expense) income:							
Interest expense	(140,000)	(1,385,000)	(1,103,000)	(798,000)	(1,448,000)	(3,123,000)	(2,957,000)
Interest and other income	76,000	154,000	277,000	247,000	96,000	347,000	251,000
Loss from change in fair value of warrant liabilities(1)	—	—	(490,000)	(400,000)	(3,302,000)	(490,000)	(3,302,000)
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(951,000)	(4,654,000)	(3,266,000)	(6,008,000)
Net loss	(7,226,000)	(14,542,000)	(19,885,000)	(12,825,000)	(33,768,000)	(20,935,000)	(33,607,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(1,789,000)	—	(1,789,000)
Net loss attributable to Gevo, Inc. common stockholders	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (12,825,000)	$ (35,557,000)	$ (20,935,000)	$ (35,396,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (11.70)	$ (31.12)	$ (19.03)	$ (30.98)
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	1,096,095	1,142,498	1,100,294	1,142,498
Net loss used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(2)(3)			$ (19,395,000)		$ (30,466,000)	$ (20,445,000)	$ (30,305,000)
Pro forma net loss per share of common stock, basic and diluted (unaudited)(4)			$ (1.62)		$ (1.91)	$ (1.71)	$ (1.88)
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		15,977,487	11,966,689	16,136,629

(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 18 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.
(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 "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.
(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 nine months ended September 30, 2010 give effect to the conversion of all of our outstanding convertible preferred stock into common stock (and the related reversal of the deemed dividend 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, as if such conversion has occurred at the beginning of each period or upon issuance, if later. See "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.
(5) Since Agri-Energy was acquired on September 22, 2010, our consolidated results of operations for the nine months ended September 30, 2010 include the results of operations of Agri-Energy from September 23, 2010 to the period end date.
(6) The pro forma 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 nine months ended September 30, 2010 as if the consummation of the Agri-Energy acquisition had occurred on January 1, 2009.

	As of September 30, 2010(1)		
Consolidated balance sheet data:	**Actual**	**Pro forma(2)**	**Pro forma as adjusted(3)(4)**
Cash and cash equivalents	$ 22,516,000	$ 22,516,000	$ 111,609,000
Working capital	17,461,000	17,461,000	106,554,000
Total assets	57,850,000	57,850,000	146,943,000
Convertible preferred stock warrant liability	3,003,000	—	—
Current and long-term secured debt, net of debt discounts	20,320,000	20,320,000	20,320,000
Convertible preferred stock	146,000	—	—
Gevo, Inc. stockholders' equity	25,042,000	28,045,000	117,138,000

(1) Since Agri-Energy was acquired on September 22, 2010, our balance sheet as of September 30, 2010 includes Agri-Energy.
(2) 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), which is subject to adjustment to reflect the actual offering price 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.
(3) The pro forma, as adjusted consolidated balance sheet data gives effect to the items described in footnote (2) above as well as the sale of 7,150,000 shares of common stock in this offering at an assumed initial public offering price of $14.00 per share (the mid-point 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.
(4) Each $1.00 increase or decrease in the assumed initial public offering price of $14.00 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, working capital, total assets and stockholders' equity by approximately $6.65 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 $33.8 million for the nine months ended September 30, 2010. As of September 30, 2010, we had an accumulated deficit of $78.0 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. Historically, our revenues have been primarily derived from government grants and cooperative agreements. Since the completion of the Agri-Energy acquisition we have generated revenue from the sale of ethanol and related products, and we expect to continue to generate revenue from the sale of all such products that are produced prior to the completion of our retrofit. 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. In addition, the cost of preparing, filing, prosecuting, maintaining and enforcing patent, trademark and other intellectual property rights and defending ourselves against claims by others that we may be violating their intellectual property rights may be significant. In particular, we expect to incur significant litigation costs in defending the lawsuit filed by Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP for the development and marketing of isobutanol, alleging that we have infringed upon its patent relating to the production of isobutanol (as described further in “Business—Legal Proceedings”). 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.

If we are unable to fund our planned retrofit of the ethanol production facility in Luverne, Minnesota, our first commercial production of isobutanol could be delayed.

In September 2010, we acquired ownership of an ethanol production facility in Luverne, Minnesota, which we intend to retrofit to produce isobutanol. We expect to pay much of the retrofit costs with our own funds, but may require additional funding to complete the retrofit. While we anticipate that additional funding for the retrofit may be available from TriplePoint Capital, LLC, or TriplePoint, cost overruns or other unexpected difficulties could cause the retrofit to cost more than we anticipate, which could increase our need for such funding. Such funds may not be available when we need them, on terms that are acceptable to us or at all, which could delay or prevent our initial commercial production of isobutanol.

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 consummated the Agri-Energy acquisition in September 2010, 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. There is no guarantee that we will be able to maintain Agri-Energy's 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 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 at a commercial scale, 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 have acquired one 22 MGPY ethanol production facility, and we plan to acquire additional production capacity to enable us to produce and sell over 350 MGPY of isobutanol in 2015. 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.

For each ethanol production facility to which we acquire access, 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 of, 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 achieved our commercial performance targets using our second-generation biocatalyst at our mini-plant, but have not yet done so at the demonstration plant scale. 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 rises 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 sensitive 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 sensitive 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 statutes 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 and distribution agreements, which could harm our commercial prospects.

We have engaged in negotiations with a number of companies, and have agreed to preliminary terms regarding supplying isobutanol or the products derived from it to various companies for their use or further distribution, including LANXESS Inc., TOTAL PETROCHEMICALS USA, INC., Toray Industries, Inc., Sasol Chemical Industries Ltd. and United Air Lines, Inc. However, none of these agreements are binding, and we have yet to negotiate any final, definitive supply or distribution 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 and distribution 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 produced from our isobutanol more expensive to transport and less appealing to potential customers. Reduced compatibility with either refinery or transportation infrastructure may 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 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 350 million gallons of isobutanol in 2015. In addition, the cost of preparing, filing, prosecuting, maintaining and enforcing patent, trademark and other intellectual property rights and defending ourselves against claims by others that we may be violating their intellectual property rights may be significant. Currently, we are a defendant to a lawsuit filed by Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP for the development and marketing of isobutanol, alleging that we have infringed upon its patent relating to the production of isobutanol (as described further in “Business—Legal Proceeding”). 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;
- 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, as we may be unable to pass the full amount of feedstock cost increases on to our customers.

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 the price and availability of natural gas may harm our performance.

The ethanol facilities we plan to retrofit to produce isobutanol, including the Agri-Energy facility in Luverne, Minnesota, use significant amounts of natural gas to produce ethanol. After retrofit with our GIFT™ technology, these facilities will continue to require natural gas to produce isobutanol. Accordingly, our business is dependent upon natural gas supplied by third parties. Should the price of natural gas increase, our performance could suffer. Likewise, disruptions in the supply of natural gas could have a material impact on our business and results of operations.

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.

Changes in the prices of distiller’s grains could have a material adverse affect on our financial condition.

We sell distiller’s grains as a co-product from the production of ethanol at the Agri-Energy facility in Luverne, Minnesota and we also plan to sell the distiller’s grains that will be produced as a co-product of our commercial isobutanol production. Distiller’s grains compete with other animal feed products, and decreases in the prices of these other products could decrease the demand for and price of distiller’s grains. If the price of distiller’s grains decreases, our revenue from the sale of distiller’s grains could suffer, which could have a material adverse effect on our financial condition.

To the extent that we produce ethanol at accessed plants before commencing isobutanol production, we will be vulnerable to fluctuations in the price of and cost to produce ethanol.

We believe that the ethanol production facilities we access, including the Agri-Energy facility in Luverne, Minnesota, will continue to produce ethanol during most of the retrofit process. We expect to obtain income from this ethanol production. Our earnings from ethanol revenue will be dependent on the price of, demand for and cost to produce ethanol. Decreases in the price of ethanol, whether caused by decreases in gasoline prices, changes in regulations, seasonal fluctuations or otherwise, will reduce our revenues, while increases in the cost of production will reduce our margins. Many of these risks, including fluctuations in feedstock costs and natural gas costs, are identical to risks we will face in the production of isobutanol. To the extent that ethanol production costs increase or price decreases, earnings from ethanol production could suffer, which could have a material adverse effect on our business.

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 nearly 14 billion gallons of liquid transportation fuels sold in 2011 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 business, 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. Other than our acquisition of Agri-Energy, we have not engaged in acquisitions in the past, 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 be adversely affected 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 ability to compete may also be adversely affected if we are unsuccessful in defending against any claims by competitors or others that we are infringing upon their intellectual property rights, such as if Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP, is successful in its lawsuit alleging that we are infringing their patent for the production of isobutanol using certain microbial host cells.

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 December 31, 2010, we exclusively licensed rights to 73 issued patents and filed patent applications in the US and in various foreign jurisdictions, and we own rights to approximately 184 filed patent applications in the US and in various foreign jurisdictions. When and if issued, patents would expire at the end of their term and any patent would 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.

None of the patent applications that we have filed in the US or in any foreign jurisdictions, and only certain of the patent applications filed by third parties in which we own rights, have been issued. 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 filed 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 filed 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 filed 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 adversely affected. 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 be adversely affected. 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.

The various bioindustrial markets in which we plan to operate are subject to frequent and extensive litigation regarding patents and other intellectual property rights. Therefore, 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. In addition, many companies in intellectual property-dependent industries, including the renewable energy industry, have employed intellectual property litigation as a means to gain an advantage over their competitors. As a result, we may be required to defend against claims of intellectual property infringement that may be asserted by our competitors against us and, if the outcome of any such litigation is adverse to us, it may affect our ability to compete effectively. Currently, we are defending against a lawsuit filed by Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP to develop and market isobutanol, in which it has alleged that we have infringed their patent for certain recombinant microbial host cells that produce isobutanol and methods for the production of isobutanol using such host cells.

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 current and 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, such as our process for producing isobutanol, 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, including, but not limited to Butamax Advanced Biofuels LLC. We cannot assure you that we will ultimately prevail if any of this third-party intellectual property is asserted against us, or in the current patent infringement lawsuit recently filed by Butamax Advanced Biofuels LLC .

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 December 31, 2010, the aggregate outstanding principal and final payment under our loan from Lighthouse was approximately $3.1 million, and the aggregate outstanding principal and final payments under the two loans from TriplePoint was approximately $18.9 million.

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.

We engage in hedging transactions, which could harm our business.

Through our Agri-Energy subsidiary in Luverne, Minnesota, we currently engage in hedging transactions to offset some of the effects of volatility in commodity prices. We expect to engage in similar transactions once we begin commercial isobutanol production. We generally follow a policy of using exchange-traded futures contracts to reduce our net position in merchandisable agricultural commodity inventories and forward cash purchase contracts to manage price risk. Hedging activities may cause us to suffer losses, such as if we purchase a position in a declining market or sell a position in a rising market. Furthermore, hedging exposes us to the risk that the other party to a hedging contract defaults on its obligation. We may vary the hedging strategies we undertake, which could leave us more vulnerable to increases in commodity prices or decreases in the prices of isobutanol, distiller's grains or ethanol. Losses from hedging activities and changes in hedging strategy could have a material adverse effect on our operations.

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 with 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 2030. We believe 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 become 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, assuming the sale of 7,150,000 shares of common stock in this offering, our officers, directors and existing stockholders who hold at least 5% of our common and preferred stock as of December 31, 2010 will together control approximately 59.9% of our outstanding common stock. As of December 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 26.8%, 10.5%, 9.2%, 7.1% and 6.3% of our outstanding common stock, respectively on an as-converted basis, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price. See “Capitalization—Conversion of our Series D-1 Preferred Stock” 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, supply or distribution 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. When this offering is completed, assuming the sale of 7,150,000 shares of common stock in this offering, our three largest stockholders as of December 31, 2010 will beneficially own, collectively, approximately 46.5% 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 December 31, 2010, upon completion of this offering we will have 24,898,802 outstanding shares of common stock, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, assuming no exercise of the underwriters' option to purchase additional shares. This includes the 7,150,000 shares that we are selling in this offering. Of the remaining shares, 17,748,802 shares of common stock will be subject to a 180-day contractual lock-up with the underwriters. 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 December 31, 2010, there were 2,894,265 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), holders of an aggregate of approximately 17,212,463 shares of our outstanding common stock (including shares of our common stock issuable upon the exercise of outstanding options and warrants), subject to adjustment to reflect the actual offering price, 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 “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

We also intend to register approximately 5,384,145 shares of common stock that have been reserved for issuance under our stock incentive plans, assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price. 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 $9.30 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 $14.00 per share (the midpoint of the price range set forth on the cover page of this prospectus). 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 Agri-Energy's $12.5 million loan and security agreement with TriplePoint, as amended, subject to certain limited exceptions, Agri-Energy 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 Agri-Energy if amounts are then outstanding pursuant to its loan and security agreement with TriplePoint.

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. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as guarantees of future events. 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 additional ethanol production facilities;
- the timing and costs associated with our planned retrofits of production facilities;
- our access to capital, including pursuant to those certain loan and security agreements 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;

Forward-looking statements

- the cost of protecting intellectual property rights and/or defending against patent infringement claims, and our ability to compete in the event of an adverse outcome in any legal or administrative proceeding regarding intellectual property rights or patent infringement;
- government regulatory and industry certification, approval and acceptance of our product and its derivatives;
- government policymaking and incentives relating to renewable fuels;
- 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, and Nexant. This information involves a number of assumptions and limitations. Although we believe the information in these industry publications, surveys and forecasts is reliable, we have not independently verified the accuracy or completeness of the information. 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 $89.1 million from the sale of 7,150,000 shares of common stock offered in this offering based on an assumed initial public offering price of $14.00 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 $14.00 per share would increase (decrease) the net proceeds to us from this offering by $6.65 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 1,072,500 additional shares, we estimate that our net proceeds will be approximately $103.1 million based on an assumed initial public offering price of $14.00 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. We completed our acquisition of Agri-Energy in September 2010, at which time Agri-Energy became a subsidiary of Gevo Development, and we do not have agreements or commitments for any other specific acquisitions at this time. A portion of the net proceeds of this offering may be used to complete the retrofit of Agri-Energy's ethanol production facility in Luverne, Minnesota. 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, expenses associated with litigation 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 return 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 Agri-Energy's $12.5 million loan and security agreement with TriplePoint, as amended, subject to certain limited exceptions, Agri-Energy 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 Agri-Energy if amounts are then outstanding pursuant to its loan and security agreement with TriplePoint.

Capitalization

The following table sets forth our cash and cash equivalents and our capitalization as of September 30, 2010:

- on an actual basis; and
- on a pro forma basis to reflect:
  - the filing of a restated certificate of incorporation to authorize 100,000,000 shares of common stock and 5,000,000 shares of undesignated preferred stock;
  - the conversion of all of our outstanding shares of convertible preferred stock into 16,588,145 shares of common stock, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price (see "Capitalization—Conversion of our Series D-1 Preferred Stock" 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 our receipt of the estimated net proceeds from this offering, based on an assumed initial public offering of 7,150,000 shares at a price of $14.00 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.

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 September 30, 2010		
	Actual	Pro forma (unaudited)	Pro forma, as adjusted
Cash and cash equivalents	$ 22,516,000	$ 22,516,000	$ 111,609,000
Convertible preferred stock warrant liability	$ 3,003,000	—	—
Secured long-term debt, net of current portion and debt discounts	$ 19,034,000	$ 19,034,000	$ 19,034,000
Stockholders' equity:			
Convertible preferred stock, $0.01 par value per share; 15,246,000 shares authorized, 14,613,602 shares issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma and pro forma, as adjusted	$ 146,000	—	—
Preferred stock, $0.01 par value per share; no shares authorized, issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma; 5,000,000 shares authorized, no shares issued and outstanding, pro forma, as adjusted	—	—	—
Common stock, $0.01 par value per share; 30,000,000 shares authorized; 1,160,657 issued and outstanding, actual; 30,000,000 shares authorized, 17,748,802 shares issued and outstanding, pro forma; 100,000,000 shares authorized, 24,898,802 shares issued and outstanding, pro forma, as adjusted	12,000	177,000	249,000
Additional paid-in capital	102,878,000	105,862,000	194,883,000
Accumulated deficit	(77,994,000)	(77,994,000)	(77,994,000)
Total stockholders' equity	$ 25,042,000	$ 28,045,000	$ 117,138,000
Total capitalization	$ 47,079,000	$ 47,079,000	$ 136,172,000

Each $1.00 increase or decrease in the assumed initial public offering price of $14.00 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 $6.65 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 set forth above is based on the number of shares of our common stock outstanding as of September 30, 2010 and excludes:

- 2,894,265 shares of common stock issuable upon the exercise of options outstanding as of September 30, 2010 at a weighted average exercise price of $2.83 per share;
- 858,000 shares of common stock issuable upon the exercise of common stock warrants outstanding as of September 30, 2010 at an exercise price of $2.70 per share;
- 412,318 shares of common stock issuable upon the exercise of outstanding preferred stock warrants as of September 30, 2010 at a weighted average exercise price of $6.96 per share, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price; and
- 2,489,880 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, assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price.

CONVERSION OF OUR SERIES D-1 PREFERRED STOCK

In connection with this offering, all of our outstanding preferred stock will be converted into common stock. As of September 30, 2010, there were 1,902,087 shares of Series D-1 preferred stock outstanding. There were also outstanding warrants to purchase an additional 105,140 shares of Series D-1 preferred stock at an exercise price of $17.12 per share. The shares of Series D-1 preferred stock that will be issued upon the exercise of these warrants will convert into common stock on the same terms as the shares of Series D-1 preferred stock outstanding as of September 30, 2010. In this prospectus, we have determined the conversion ratios of our preferred stock using an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price. Due to the beneficial conversion feature of our Series D-1 preferred stock, it may convert into common stock at a different ratio than the rest of our preferred stock.

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 preferred stock of $17.12 by the conversion price of the Series D-1 preferred stock 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. However, 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 preferred stock 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 following the final closing of the Series D-1 financing. If the offering or qualified financing closes between January 1, 2011 and September 30, 2011, the conversion price of the Series D-1 preferred stock will be adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in a qualified financing.

Capitalization

By way of example, the following table shows the effect of various initial public offering prices within the range set forth on the cover page of this prospectus, on the Series D-1 preferred stock conversion ratio and on our capitalization following this offering on a pro forma, as adjusted basis to reflect the applicable conversion ratio adjustments and pro forma, as adjusted assumptions set forth in the capitalization table above. The initial offering prices shown below are hypothetical and illustrative, and assume that this offering or a qualified financing is completed on or before September 30, 2011.

			On a pro forma basis as of September 30, 2010		On a pro forma, as adjusted basis as of September 30, 2010
Assumed initial offering price ($) (a)	Series D-1 preferred stock to common stock conversion price ($)(1) (b) = (a)*60%	Series D-1 preferred stock to common stock conversion ratio (c) = $17.12/(b)	Additional shares of common stock issuable as a result of the Series D-1 beneficial conversion feature(2) (d) = (e)-(1,902,087)	Total shares of common stock issuable upon conversion of the Series D-1 preferred stock(3) (e) = (c)* (1,902,087)	Total shares of common stock outstanding after this offering(4)
13.00	7.80	1:2.19487	2,272,746	4,174,833	25,197,005
13.50	8.10	1:2.11358	2,118,122	4,020,209	25,042,381
14.00	8.40	1:2.03810	1,974,543	3,876,630	24,898,802
14.50	8.70	1:1.96782	1,840,867	3,742,954	24,765,126
15.00	9.00	1:1.90222	1,716,101	3,618,188	24,640,360

(1) For purposes of the table set forth above, we have assumed that the offering or qualified financing will close between January 1, 2011 and September 30, 2011, and have therefore assumed that the conversion price of the Series D-1 preferred stock will be adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in the qualified financing.

(2) Based on a total of 1,902,087 shares of Series D-1 preferred stock outstanding as of September 30, 2010. There are also outstanding warrants to purchase an additional 105,140 shares of Series D-1 preferred stock at an exercise price of $17.12 per share. The shares of Series D-1 preferred stock that will be issued upon the exercise of these warrants will convert into common stock on the same terms as the shares of Series D-1 preferred stock outstanding as of September 30, 2010.

(3) Pursuant to our amended and restated certificate of incorporation, the number of shares of common stock that each holder of Series D-1 preferred stock will be entitled to receive upon conversion thereof will be rounded down to the nearest whole share and each holder will receive cash in lieu of any fractional share that it would otherwise be entitled to receive. For purposes of the table set forth above, the number of shares of common stock issuable to each holder upon conversion has been rounded down to the nearest whole share to eliminate such fractional shares.

(4) Excludes the following:

- 2,894,265 shares of common stock issuable upon the exercise of options outstanding as of September 30, 2010 at a weighted average exercise price of $2.83 per share;
- 858,000 shares of common stock issuable upon the exercise of warrants outstanding as of September 30, 2010 at a weighted average exercise price of $2.70 per share; and
- 412,318 shares of common stock issuable upon the exercise of preferred stock warrants outstanding as of September 30, 2010 at a weighted average exercise price of $6.96 per share, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price.

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 September 30, 2010 was $28.0 million, or $1.58 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 September 30, 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price. See “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering. Our pro forma, as adjusted net tangible book value at September 30, 2010, after giving effect to the sale by us of 7,150,000 shares of common stock in this offering at an assumed initial public offering price of $14.00 per share and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, would have been approximately $117.1 million, or $4.70 per share. This represents an immediate increase in pro forma, as adjusted net tangible book value of $3.12 per share to existing stockholders and an immediate dilution of $9.30 per share to new investors purchasing shares of our common stock in this offering at the assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$ 14.00
Pro forma net tangible book value per share at September 30, 2010	1.58	
Increase in pro forma net tangible book value per share attributable to this offering	3.12	
Pro forma, as adjusted net tangible book value per share after this offering		4.70
Dilution per share to new investors		$ 9.30

A $1.00 increase (decrease) in the assumed initial public offering price of $14.00 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 $6.65 million, the pro forma, as adjusted net tangible book value per share by $0.27 per share and the dilution in the pro forma net tangible book value to new investors in this offering by $0.73 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.

Dilution

The following table shows, as of September 30, 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 $14.00 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	17,748,802	71%	$ 90,692,000	48%	$ 5.11
New investors	7,150,000	29	100,100,000	52	14.00
Total	24,898,802	100.0%	$190,792,000	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 $14.00 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 $7.15 million, $7.15 million and $0.29, respectively, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and before deducting the underwriting discount and estimated offering expenses payable by us.

The discussion and tables in this section regarding dilution are based on 17,748,802 shares of common stock issued and outstanding as of December 31, 2010, which assumes the conversion of all of our preferred stock into an aggregate of 16,588,145 shares of our common stock upon the completion of this offering, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and subject to adjustment to reflect the actual offering price, and excludes:

- 2,894,265 shares of common stock issuable upon the exercise of options outstanding as of September 30, 2010 at a weighted average exercise price of $2.83 per share;
- 858,000 shares of common stock issuable upon the exercise of common stock warrants outstanding as of September 30, 2010 at an exercise price of $2.70 per share;
- 412,318 shares of common stock issuable upon the exercise of preferred stock warrants outstanding as of September 30, 2010 at a weighted average exercise price of $6.96 per share, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), and subject to adjustment to reflect the actual offering price; and
- 2,489,880 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, assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price

range set forth on the cover page of this prospectus) (see “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price.

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 68.3% 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 31.7% of the total number of shares of our common stock outstanding after this offering.

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 September 30, 2010 would have been $41.4 million, or $1.89 per share, and the pro forma, as adjusted net tangible book value after this offering would have been $130.5 million, or $4.49 per share, causing dilution to new investors of $9.51 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 nine months ended September 30, 2009 and 2010 and the consolidated balance sheet data as of September 30, 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 September 30, 2010 and results of operations for the nine months ended September 30, 2009 and 2010. Operating results for the nine months ended September 30, 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. For purposes of the disclosure contained in this section, "the company," "we," "us" and "our" refer to Gevo, Inc. and Gevo Development, as the context requires, and include Agri-Energy following the completion of our acquisition on September 22, 2010.

Consolidated statements of operations data:	Years ended December 31, 2005	2006	2007	2008	2009	Nine months ended September 30, 2009	2010(5)
Revenues:							
Grant revenue	$ —	$ 100,000	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 1,175,000
Licensing revenue	—	—	—	—	—	—	138,000
Ethanol sales and related products	—	—	—	—	—	—	975,000
Total revenues	—	100,000	275,000	208,000	660,000	551,000	2,288,000
Cost of goods sold	—	—	—	—	—	—	(856,000)
Gross margin	—	100,000	275,000	208,000	660,000	551,000	1,432,000
Operating expenses:							
Research and development	(161,000)	(902,000)	(3,699,000)	(7,376,000)	(10,508,000)	(6,730,000)	(11,432,000)
Selling, general and administrative	(99,000)	(328,000)	(2,601,000)	(6,065,000)	(8,699,000)	(5,685,000)	(19,114,000)
Lease termination costs	—	—	(894,000)	—	—	—	—
Loss on abandonment or disposal of assets	—	—	(243,000)	(78,000)	(22,000)	(10,000)	—
Total operating expenses	(260,000)	(1,230,000)	(7,437,000)	(13,519,000)	(19,229,000)	(12,425,000)	(30,546,000)
Loss from operations	(260,000)	(1,130,000)	(7,162,000)	(13,311,000)	(18,569,000)	(11,874,000)	(29,114,000)

Selected consolidated financial data

Consolidated statements of operations data:	Years ended December 31, 2005	2006	2007	2008	2009	Nine months ended September 30, 2009	2010(5)
Other (expense) income:							
Interest expense	$ —	$ —	$ (140,000)	$ (1,385,000)	$ (1,103,000)	$ (798,000)	$ (1,448,000)
Interest and other income	1,000	20,000	76,000	154,000	277,000	247,000	96,000
Loss from change in fair value of warrant liabilities(1)	—	—	—	—	(490,000)	(400,000)	(3,302,000)
Other (expense) income—net	1,000	20,000	(64,000)	(1,231,000)	(1,316,000)	(951,000)	(4,654,000)
Net loss	(259,000)	(1,110,000)	(7,226,000)	(14,542,000)	(19,885,000)	(12,825,000)	(33,768,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	—	—	(1,789,000)
Net loss attributable to Gevo, Inc. common stockholders	$ (259,000)	$ (1,110,000)	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (12,825,000)	$ (35,557,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (0.27)	$ (1.17)	$ (7.40)	$ (13.83)	$ (18.07)	$ (11.70)	$ (31.12)
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	1,096,095	1,142,498
Net loss used in computing pro forma net loss per share of common stock, basic and diluted (unaudited)(2)(3)					$ (19,395,000)		$ (30,466,000)
Pro forma net loss per share of common stock, basic and diluted (unaudited)(4)					$ (1.62)		$ (1.89)
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		16,136,629

(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 18 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, for all periods presented as if such conversion has occurred at the beginning of each period or upon issuance, if later. See "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of an initial public offering or qualified financing.

(5) Since Agri-Energy was acquired on September 22, 2010, our consolidated results of operations for the nine months ended September 30, 2010 include the results of operations of Agri-Energy from September 23, 2010 to the period end date.

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Selected consolidated financial data

Consolidated balance sheet data:	As of December 31, 2005	2006	2007	2008	2009	As of September 30, 2010(1)
Cash and cash equivalents	$ 183,000	$ 1,005,000	$ 63,000	$ 9,635,000	$ 21,240,000	$ 22,516,000
Total assets	228,000	1,776,000	2,391,000	13,094,000	26,383,000	57,850,000
Fair value of warrant liabilities	—	—	—	—	982,000	3,003,000
Secured long-term debt, including current portion, net of debt discounts	—	—	1,579,000	8,178,000	7,701,000	20,320,000
Total liabilities	44,000	205,000	3,029,000	9,936,000	11,300,000	32,808,000
Accumulated deficit	(259,000)	(1,369,000)	(8,595,000)	(23,137,000)	(42,437,000)	(77,994,000)
Total stockholders' equity (deficit)	184,000	1,571,000	(638,000)	3,158,000	15,083,000	25,042,000

(1) Since Agri-Energy was acquired on September 22, 2010, our balance sheet as of September 30, 2010 includes Agri-Energy.

Unaudited pro forma condensed consolidated combined financial information

The following unaudited pro forma condensed consolidated combined statements of operations 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 statements of operations. 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 nine months ended September 30, 2010, in both cases as if the transactions contemplated by the Agri-Energy acquisition agreement had occurred on January 1, 2009. 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 September 22, 2010, we completed the acquisition of Agri-Energy pursuant to which we purchased all of the outstanding units of Agri-Energy, LLC and certain operating assets of Agri-Energy Limited Partnership. Pursuant to the acquisition agreement, we paid an aggregate purchase price comprised of $20,685,000 in cash plus the purchase of working capital totaling $4,919,000 (based on an estimate of actual working capital amounts at September 22, 2010). The purchase price was allocated to the following: property, plant and equipment of $20,685,000 and working capital of $4,919,000. We paid the aggregate purchase price with available cash reserves and by borrowing $12,500,000 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").

Agri-Energy is engaged in the business of producing and selling ethanol and related products through an ethanol plant located in Luverne, Minnesota. We acquired Agri-Energy with the intention of retrofitting the ethanol plant to produce isobutanol. We intend to 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 sale 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.

The unaudited pro forma condensed consolidated combined statements of operations presented are based on the assumptions and adjustments described in the accompanying notes. The unaudited pro forma condensed consolidated combined statements of operations are prepared for illustrative purposes only and are not necessarily indicative of the results of operations that would have actually been reported had the acquisitions described above occurred on January 1, 2009 nor are they necessarily indicative of the future results of operations of the combined company. The unaudited pro forma condensed consolidated combined statements of operations 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. Final purchase accounting adjustments for Agri-Energy may differ materially from the pro forma adjustments presented here.

Unaudited pro forma condensed consolidated combined financial information

These unaudited pro forma condensed consolidated combined statements of operations 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 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)
Revenues:				
Product revenue	$ —	$ 40,108,000	$ —	$ 40,108,000
Grant revenue	660,000	—	—	660,000
Total revenues	$ 660,000	$ 40,108,000	$ —	$ 40,768,000
Operating expenses:				
Cost of goods sold	—	(36,985,000)	(194,000)(2)	(37,179,000)
Research and development	(10,508,000)	—	—	(10,508,000)
Selling, general and administrative	(8,699,000)	(2,029,000)	—	(10,728,000)
Loss on abandonment or disposal of assets	(22,000)	—	—	(22,000)
Total operating expenses	(19,229,000)	(39,014,000)	(194,000)	(58,437,000)
Loss from operations	(18,569,000)	1,094,000	(194,000)	(17,669,000)
Other (expense) income:				
Minnesota producer payment	—	934,000(3)	(934,000)(3)	—
Interest expense	(1,103,000)	(145,000)	(1,875,000)(4)	(3,123,000)
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) income—net	(1,316,000)	859,000	(2,809,000)	(3,266,000)
Income taxes	—	—	— (5)	—
Net (loss) income attributable to Gevo, Inc. common stockholders	$(19,885,000)	$ 1,953,000	$ (3,003,000)	$ (20,935,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (18.07)			$ (19.03)
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 incremental depreciation expense of $194,000 for the year ended December 31, 2009 based on the fair value of acquired property, plant and equipment.

(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 be remitted to CORN-er Stone Farmers' Cooperative.

(4) Interest expense on funds borrowed for the acquisition of Agri-Energy at 13% interest, the interest payable under the agreement, plus a portion of the final payment of 8% of the borrowed funds. See Note 7 of our 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 a pass through entity 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.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED STATEMENT OF OPERATIONS

For the Nine Months Ended September 30, 2010

Condensed consolidated combined statements of operations data:	Gevo(1)	Agri-Energy(1)	Adjustments for acquisition(1)	Pro forma condensed consolidated combined(1)
Revenues:				
Product revenue	$ 975,000	$ 30,494,000	$ —	$ 31,469,000
Government grant revenue	1,175,000	—	—	1,175,000
Licensing revenue	138,000	—	—	138,000
Total revenues	$ 2,288,000	$ 30,494,000	$ —	$ 32,782,000
Operating expenses:				
Cost of goods sold	(856,000)	(27,827,000)	(258,000)(2)	(28,941,000)
Research and development	(11,432,000)	—	—	(11,432,000)
Selling, general and administrative	(19,114,000)	(894,000)	—	(20,008,000)
Total operating expenses	(31,402,000)	(28,721,000)	(258,000)	(60,381,000)
Income (loss) from operations	(29,114,000)	1,773,000	(258,000)	(27,599,000)
Other (expense) income:				
Minnesota producer payments	—	2,494,000(3)	(2,494,000)(3)	—
Interest expense	(1,448,000)	(103,000)	(1,406,000)(4)	(2,957,000)
Interest and other income	96,000	155,000	—	251,000
Loss from change in fair value of warrant liabilities	(3,302,000)	—	—	(3,302,000)
Other (expense) income—net	(4,654,000)	2,546,000	(3,900,000)	(6,008,000)
Income taxes	—	—	— (5)	—
Net (loss) income	(33,768,000)	4,319,000	(4,158,000)	(33,607,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	(1,789,000)	—	—	(1,789,000)
Net (loss) income attributable to Gevo, Inc. common stockholders	$(35,557,000)	$ 4,319,000	$ (4,158,000)	$ (35,396,000)
Net loss per share of common stock attributable to Gevo, Inc. stockholders, basic and diluted	$ (31.12)			$ (30.98)
Weighted average number of common shares used in computing net loss per share of common stock, basic and diluted	1,142,498			1,142,498

(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 nine months ended September 30, 2010 as if the transactions contemplated by the acquisition agreement with Agri-Energy had occurred on January 1, 2009. The column titled "Gevo" includes the results of Agri-Energy after September 22, 2010, the date of our acquisition of Agri-Energy, as these results are reflected in our consolidated statement of operations. The column titled "Agri-Energy" includes the results of Agri-Energy for the period from January 1, 2010 through September 22, 2010.

(2) Represents incremental depreciation expense of $258,000 for the nine months ended September 30, 2010 based on the fair value of acquired property, plant and equipment.

(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 be remitted to CORN-er Stone Farmers' Cooperative.

(4) Represents interest expense on funds borrowed for the acquisition of Agri-Energy at 13% interest, the interest payable under the agreement, plus a portion of the final payment of 8% of the borrowed funds. See Note 7 of our 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 a pass through entity 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 nine months ended September 30, 2010 due to the net loss reported, as adjusted, 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 October 2010, our second-generation biocatalyst has achieved a fermentation time of 52 hours and achieved approximately 94% of the theoretical maximum yield of isobutanol from feedstock, meeting our targeted fermentation performance criteria well in advance of 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 350 million gallons of isobutanol in 2015.

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. In September 2010, Gevo, Inc. acquired the remaining 10% of the outstanding equity interests of Gevo Development, from CDP Gevo, LLC, or CDP, a Texas limited liability company, pursuant to an equity purchase agreement. Gevo, Inc. currently owns 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary.

At September 30, 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, obtaining adequate financing to acquire access to and complete the retrofit of ethanol plants to isobutanol production, 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

Between March and May 2010, we issued 1,843,675 shares of Series D-1 preferred stock at a price of $17.12 per share for gross cash proceeds of approximately $31,564,000 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.

Exclusive supply agreement with LANXESS

On January 14, 2011, we entered into an exclusive supply agreement with LANXESS Inc. pursuant to which LANXESS Inc. has granted us an exclusive first right to supply LANXESS Inc. and its affiliates with certain of their requirements of bio-based isobutanol during the term. Our exclusive first right to supply bio-based isobutanol to LANXESS Inc. and its affiliates will be subject to the terms of a supply agreement to be mutually agreed upon by the parties at a later date, see "Business—Production and Distribution" below for additional information on the proposed terms of the supply agreement. Additionally, pursuant to the terms of the exclusive supply agreement we have granted LANXESS Inc., subject to certain exceptions and conditions, an exclusive right to acquire our bio-based isobutanol to (a) produce isobutylene and butenes for use and sale in the field of chemicals, (b) produce butadiene and isobutylene for use in the production of polybutadiene and butyl rubber, and (c) produce isobutylene for use in the production of polyisobutylene. The initial term of the mutual exclusivity is ten years, subject to mutual extension.

Please see the section entitled "Certain Relationships and Related Party Transactions" for additional information.

Agri-Energy acquisition

In August 2010, we entered into an acquisition agreement with Agri-Energy. In September 2010, we closed the transactions contemplated by the acquisition agreement, and acquired a 22 MGPY ethanol production facility in Luverne, Minnesota that we intend to retrofit to produce isobutanol. We paid a purchase price of approximately $20.7 million. In addition, we acquired and paid for $4.9 million in estimated working capital. The purchase price was allocated to the following: property, plant and equipment of $20.7 million and working capital of $4.9 million. We paid 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"). We have begun the project engineering and permitting portion of the Luverne facility retrofit process. 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 350 million gallons of isobutanol in 2015.

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 sale 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, we are developing and will implement a risk management strategy focused on securing 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 also 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.

Agri-Energy comparison of years ended December 31, 2008 and 2009

During the years ended December 31, 2008 and 2009, Agri-Energy reported total revenues of $50,906,000 and $40,108,000, respectively. Revenues included ethanol, E-85, distiller's grains and other related products. The higher revenue reported for the year ended December 31, 2008 compared to the year ended December 31, 2009 was driven by higher ethanol, E-85 and distiller's grains sales. Ethanol sales included in revenue were $40,706,000 of total revenues for the year ended December 31, 2008 compared to $32,918,000 for the year ended December 31, 2009 primarily reflecting a higher selling price per gallon of approximately 15% during fiscal year 2008 combined with approximately 5% more total gallons sold. Distiller's grains revenue for the year ended December 31, 2008 was $7,756,000 compared to $6,527,000 for the year ended December 31, 2009, primarily reflecting the higher average cost per bushel of corn in 2008. The cost to acquire corn is a significant factor in establishing the selling price of distiller's grains. In addition, E-85 sales were $2,338,000 in the year 2008 compared to $556,000 in the year 2009 due to the termination of a distribution arrangement for that product.

Agri-Energy reported a gross loss of $10,460,000 for the year ended December 31, 2008 compared to a gross margin for the year ended December 31, 2009 of $3,123,000. The improved gross margin in 2009 was driven by the decrease of approximately 40% per bushel in the average cost to acquire corn compared to the year 2008. Corn is the most significant cost component in the production of ethanol and distiller’s grains. Additional cost savings were achieved as a result of a significant decrease in the cost of natural gas, also a significant cost component in the production of ethanol and distiller’s grains, which was significantly lower in the year 2009 compared to the year 2008.

Selling, general and administrative expenses in fiscal year 2008 were $1,181,000 compared to $2,029,000 for the year 2009. The higher selling, general and administrative expenses in the year 2009 resulted from Agri-Energy’s write-off of a receivable from Aventine Renewable Energy (ARE) in the amount of $1,006,000. ARE, the previous ethanol marketing firm for Agri-Energy, declared bankruptcy. Prior to the bankruptcy, Agri-Energy had filed suit against ARE for failure to pay for ethanol shipped to ARE in February 2009. The reserved account receivable from ARE of $1,440,000, which represents ethanol shipped to ARE in February 2009, remains in question as bankruptcy proceedings have commenced and the lawsuit has been placed on hold by the court. 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. The claims related to the ARE receivable were excluded from Gevo Development’s acquisition of Agri-Energy and remain the property of CORN-er Stone Farmers’ Cooperative.

Other income, net of interest expense, was $2,275,000 for the year ended December 31, 2008 compared to $859,000 for the year ended December 31, 2009. Other income, net for each of these years, includes an incentive payment from the State of Minnesota based on the number of gallons of ethanol produced during the first ten years of Agri-Energy’s operation. Although the required time-frame for operation has been completed, the State of Minnesota continues to make payments due to prior year underfunding. The State of Minnesota will annually make payments if and when funds are made available. Agri-Energy recognized income from these payments as they were received. Incentive income of $2,085,000 and $934,000 was recorded under this program for the years ended December 31, 2008 and 2009, respectively. The claims related to these producer payments were excluded from Gevo Development’s acquisition of Agri-Energy and remain the property of CORN-er Stone Farmers’ Cooperative.

After accounting for the items described above, Agri-Energy reported a net loss of $9,366,000 for the year ended December 31, 2008 compared to net income of $1,953,000 for the year ended December 31, 2009.

Agri-Energy comparison of six months ended June 30, 2009 and 2010

In September 2010, we acquired a 22 MGPY ethanol production facility in Luverne, Minnesota from Agri-Energy. Accordingly, Agri-Energy has not prepared stand alone financial statements for the quarter ended September 30, 2010. The results of Agri-Energy subsequent to closing the transaction are included in our consolidated results of operations discussed separately below.

During the six months ended June 30, 2009 and 2010, Agri-Energy reported total revenues of $17,905,000 and $20,017,000 respectively. Revenues included ethanol, E-85, distiller’s grains and other related products. The lower revenue reported for the six months ended June 30, 2009 compared to the six months ended June 30, 2010 resulted primarily from lower ethanol and distiller’s grains sales. Ethanol sales included in revenue were $14,008,000 for the six months ended June 30, 2009 compared to $16,882,000 for the six months ended June 30, 2010, primarily reflecting an approximately 9% lower average selling price per gallon of ethanol during the six months ended June 30, 2009 year combined with approximately 10% fewer gallons sold. Distiller’s grains sales for the six months ended June 30, 2009 were $3,601,000 compared to $2,883,000 for the six months ended June 30, 2010.

Agri-Energy reported a gross loss of $1,349,000 for the six months ended June 30, 2009 compared to a gross margin of $1,108,000 for the six months ended June 30, 2010. The increased gross margin in the

2010 period was driven by a decrease of approximately 13% per bushel in the average cost to acquire corn compared to the 2009 period. Corn is the most significant cost component in the production of ethanol and distiller's grains.

Selling, general and administrative expenses in the six months ended June 30, 2009 were $1,482,000 compared to $565,000 for the six months ended June 30, 2010. The higher selling, general and administrative expenses in the six months ended June 30, 2009 result from Agri-Energy's write-off of a receivable from ARE in the amount of $1,006,000 following ARE declaring bankruptcy.

Other expense, including interest expense, was $27,000 for the six months ended June 30, 2009 compared to other income, net of interest expense, of $66,000 for the six months ended June 30, 2010.

After accounting for the items described above, Agri-Energy reported a net loss of $2,858,000 for the six months ended June 30, 2009 compared to net income of $609,000 for the six months ended June 30, 2010.

The combined financial statements of Agri-Energy were prepared in connection with the acquisition of Agri-Energy by Gevo Development, a subsidiary of Gevo, Inc. The combined financial statements and related notes 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 was a wholly owned subsidiary of CORN-er Stone Farmers' Cooperative, or Cooperative, which is a cooperative association. Agri-Energy Limited Partnership is a limited partnership. The .01% general partnership interest of Agri-Energy Limited Partnership is held by CORN-er Stone Ethanol Management, Inc. which is a wholly owned subsidiary of the Cooperative. The 99.99% limited partnership interest of Agri-Energy Limited Partnership is under common ownership with the Cooperative. The assets, liabilities and operations of Agri-Energy Limited Partnership, which were not acquired by Gevo Development 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 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. Accordingly, changes in net parent investment represent net investments reported in the acquired entity to support acquired operations. Amounts recorded for services rendered by other entities owned by the Cooperative are recorded as due to related party in Agri-Energy's combined financial statements.

REVENUES, COST OF GOODS SOLD AND OPERATING EXPENSES

Revenues

Revenues relating to government research grants and cooperative agreements are recognized in the period during which the related costs are incurred, provided that the conditions under the awards have been met and only perfunctory obligations are outstanding.

We also derive revenue from the sale of the ethanol, distiller's grains and other products produced as part of the ethanol production process and we expect that we will continue to record revenue from these sources during the period of the retrofit of the Agri-Energy facility to isobutanol production. Revenue from the sale 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 or determinable and collectability of the revenue is reasonably assured. Ethanol and related products are generally shipped free on board shipping point.

Cost of goods sold and gross margin

Our gross margin is derived from our total revenues less our cost of goods sold. Cost of goods sold includes costs for direct labor, materials and certain plant overhead costs. Direct labor includes compensation of non-management personnel involved in the operation of the ethanol plant. Direct materials consist of the costs of corn feedstock, denaturant and process chemicals. Plant overhead costs primarily consist of plant utilities and plant depreciation. Cost of goods sold is mainly affected by the cost of corn and natural gas. Corn is generally the most significant raw material cost. We purchase natural gas to power steam generation in the ethanol production process and to dry the distiller's grains. Cost of goods sold also includes net gains or losses from derivatives relating to corn and natural gas.

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, plant 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.

Selling, general and administrative

Selling, 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, plant and equipment not used in our product development programs or recorded in cost of goods sold, and travel and relocation expenses. After completion of this offering, we anticipate incurring a significant increase in selling, 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.

We record selling, general and administrative expenses for the operations of the Luverne facility that 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 wholly owned subsidiaries, Gevo Development and Agri-Energy. 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 Financial Accounting Standards Board (FASB) Accounting Standards Codification (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 September 30, 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	—
June 3, 2010 to June 8, 2010	357,104	$ 10.07	$ 10.07	—
June 24, 2010	24,826	$ 10.07	$ 10.07	—
September 10, 2010 to September 13, 2010	64,950	$ 12.67	$ 12.67	—

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, and for the nine months ended September 30, 2010, were estimated using the following assumptions:

	Options granted in year 2008	Options granted in year 2009	Options granted during the nine months ended September 30, 2010
Risk-free interest rate	1.92%–4.43%	2.15%–2.55%	1.85%–2.53%
Expected dividend yield	None	None	None
Expected volatility factor	70%–75%	76%–80%	76%–80%
Expected option life (in years)	4.87–6.08	5.08–6.07	5.00–6.08
Expected forfeitures	0%–5%	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 selling, 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 selling, general and administrative expense while $274,000 was recorded as a research and development expense. In the nine months ended September 30, 2009 and 2010, we recognized a total of $258,000 and $10,024,000 in stock-based compensation expense, respectively, of which $149,000 and $2,045,000, respectively, was attributable to employee stock options and $109,000 and $227,000, respectively, was attributable to nonemployee stock options and restricted stock, and $0 and $7,752,000, respectively, was attributable to the warrant issued to CDP and the purchase of the 10% minority interest in Gevo Development from CDP. Of this total amount for the nine months ended September 30, 2009 and 2010, $138,000 and $9,507,000, respectively, was recorded as selling, general and administrative expense, while $120,000 and $517,000, 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. During the second quarter of 2010, we granted options to purchase 381,930 shares of common stock at a price of $10.07 per share. During the third quarter of 2010, we granted options to purchase 64,950 shares of common stock at a price of $12.67 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, $1,198,000 and $7,000 in the fourth quarter of 2009, the second quarter of 2010, and the third quarter of 2010, respectively, 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 1 MGPY 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, at March 31, 2010 after completion of our initial closing of the Series D-1 preferred stock financing, at August 31, 2010 and at September 30, 2010. 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
August 31, 2010	12.67
September 30, 2010	18.97

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 stockholders 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 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. We estimated a fair market value at March 31, 2010 of $10.07 per common share.

In September 2010, we completed a valuation to estimate the fair market value of a share of our common stock as of August 31, 2010 using the same methodology that we used for our valuation as of March 31, 2010. We estimated a fair value at August 31, 2010 of $12.67 per common share.

In October 2010, we completed a valuation to estimate the fair market value of a share of our common stock as of September 30, 2010 using the same methodology that we used for our valuations as of March 31, 2010 and August 31, 2010. We estimated a fair value at September 30, 2010 of $18.97 per common share. For the August 31, 2010 and September 30, 2010 valuations, we used the following assumptions: risk free interest rate of 0.15%, expected volatility of between 49.14% and 61.90%, and an expected time to a liquidity event of 0.17 years.

No single event caused the valuation of our common stock to increase from January 2008 to September 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 The Regents 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.
- We completed the acquisition of Agri-Energy in September 2010 gaining access to our first commercial facility for future retrofit to isobutanol production.
- As of October 2010, our second-generation biocatalyst has achieved a fermentation time of 52 hours and achieved approximately 94% of the theoretical maximum yield of isobutanol from feedstock, meeting our targeted fermentation performance criteria well in advance of our planned commercial launch of isobutanol production in the first half of 2012.

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 September 30, 2010, the fair value of preferred stock warrants was estimated to be $982,000 and $3,003,000, 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 $400,000 and $3,302,000, for the nine months ended September 30, 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	September 30, 2010
Risk-free interest rate	1.00%	1.14%	0.15%
Expected volatility factor	67.50%	91.60%	49.14%
Expected time to a liquidity event (in years)	3	2	0.17

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. In connection with signing and borrowing under the loan agreements with TriplePoint, we issued warrants to TriplePoint in August and September 2010 to acquire 105,140 shares our Series D-1 preferred stock in the aggregate with an exercise price of $17.12 per share, or shares of preferred stock issued in the next round of financing, if the price per share in such financing would be below $17.12, at an exercise price equal to the per share sales price in such financing. In September 2010, Khosla Ventures I, LP exercised their warrant to purchase 108,076 shares of Series C preferred stock at an exercise price of $5.48 per share resulting in total proceeds to us in the amount of $592,000. Upon exercise of the warrant, we reclassified $1,458,000 from preferred stock warrant liability to equity. 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 September 30, 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 stockholders 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 four months, a risk-free discount rate of 0.15% and a volatility input of 49.14% based upon two 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 September 30, 2010.

Type of preferred stock warrants	Year(s) of issuance	Number of warrant shares originally granted	Number of warrant shares outstanding at September 30, 2010	Exercise price	Issuance date original value assigned	Fair value of warrants outstanding at January 1, 2009	Fair value of warrants outstanding at December 31, 2009	Fair value of warrants outstanding at September 30, 2010
								(unaudited)
Series A-3 preferred stock warrant	2006, 2007	15,000	15,000	$ 1.75	$ 18,000	$ 30,000	$ 68,000	$ 258,000
Series A-4 preferred stock warrant	2007, 2008	15,021	15,021	2.33	27,000	27,000	65,000	250,000
Series C preferred stock warrant	2008, 2009	113,012(1)	113,012	5.48	432,000	118,000	356,000	1,525,000
Series C preferred stock warrant	2008	108,076(1)	0	5.48	398,000	114,000	341,000	—
Series D preferred stock warrant	2009	55,000	55,000	7.04	202,000	—	152,000	656,000
Series D-1 preferred stock warrant	2010	105,140	105,140	17.12	177,000	—	—	314,000
		411,249	303,173		$1,254,000	$ 289,000	$ 982,000	$ 3,003,000

(1) In September 2010, Khosla Ventures I, LP exercised their warrant to purchase 108,076 shares of Series C preferred stock at a price of $5.48 per share. As such, there were 113,012 Series C preferred stock warrants outstanding at September 30, 2010.

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 had closed on or prior to December 31, 2010, the conversion price of the Series D-1 would have been 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. In order to calculate the value of this beneficial conversion feature, we compared the Series D-1 preferred issuance price of $17.12 to the estimated fair value of two shares of common stock of $20.14, as of the original issue dates of the Series D-1 preferred (representing the conversion rate of the Series D-1 preferred if an initial public offering or qualified financing does not occur by September 30, 2011). On the basis of this comparison, the company has recorded an amount representing the intrinsic value of the beneficial conversion feature of $3.02 per share, or the difference between $20.14 and $17.12. As the company issued a total of 1,902,087 shares of Series D-1 preferred between March and May 2010, it recorded the beneficial conversion feature at its aggregate intrinsic value of approximately $5,744,000 (1,902,087 shares multiplied by $3.02 per share) as a discount on the Series D-1 preferred 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 event that this offering closes on or before September 30, 2011, the Series D-1 preferred stock will convert to common stock at a rate of 2.03810 shares of common stock for each share of Series D-1 preferred stock, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price. See "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

Revenue recognition

Prior to our acquisition of Agri-Energy on September 22, 2010, substantially all of our revenue related to government research grants and cooperative agreements. Revenue under these research grants and cooperative agreements is recognized in the period during which the related costs are incurred, provided that the conditions under the awards have been met and only perfunctory obligations are outstanding. We expect the revenue from research grants and cooperative agreements will continue through at least the next twelve months.

After consummation of the Agri-Energy acquisition, we began recording revenue from the sale of ethanol and related products. We recognize revenue 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 or determinable; and collectability 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 us and our customers. In accordance with our 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. Ethanol and related products sales are recorded net of commissions.

Intercompany revenues are eliminated on a consolidated basis for reporting purposes. There were no intercompany revenues to eliminate through September 30, 2010.

Cost of goods sold

Cost of goods sold includes costs for direct labor, materials and certain plant overhead costs. Direct labor includes compensation of non-management personnel involved in the operation of the ethanol plant. Direct materials consist of the costs of corn feedstock, denaturant and process chemicals. Plant overhead costs primarily consist of plant utilities and plant depreciation. Cost of goods sold is mainly affected by the cost of corn and natural gas. Corn is generally the most significant raw material cost. We purchase natural gas to power steam generation in the ethanol production process and to dry the distiller's grains. Cost of goods sold also includes net gains or losses from derivatives relating to corn and natural gas.

We enter into forward purchase contracts for corn and natural gas as a means of securing corn and natural gas used in ethanol production. We also enter into exchange-traded futures contracts for corn as a means of managing exposure to changes in corn prices. These transactions are considered to be derivatives and are recorded on the balance sheet as assets and liabilities based on each derivative's fair value. Changes in the fair value of the derivative contracts are recognized currently in income, as a component of cost of goods sold, unless specific hedge accounting criteria are met. We have not designated any of our derivatives as hedges for financial reporting purposes.

Inventory

Corn, ethanol, distiller's grains, enzymes and other inventory items are stated at the lower of cost or market value. Cost is determined by the first-in, first-out method. Ethanol inventory cost consists of the applicable share of raw material, direct labor and manufacturing overhead costs.

Derivatives and hedging

Our activities, through our Agri-Energy subsidiary, expose us to a variety of market risks, including the effects of changes in commodity prices. These financial exposures are monitored and managed by our management as an integral part of our overall risk-management program. Our 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 our operating results.

We periodically enter into forward purchase contracts for corn and natural gas to ensure supply and manage the prices of these commodities. These contracts are considered to be derivative transactions, are valued at market price and are recorded as derivative assets or derivative liabilities in the consolidated balance sheet. Changes in market price are recorded in cost of goods sold.

We generally follow a policy of using exchange-traded futures contracts to reduce our net position in merchandisable agricultural commodity inventories and forward cash purchase contracts to reduce price risk. Exchange-traded futures contracts are valued at market price and are recorded as derivative assets or derivative liabilities on the consolidated balance sheet and changes in market price are recorded in cost of goods sold.

Our derivatives do not include any credit risk related contingent features. For the exchange-traded contracts, we maintain a margin deposit. We will not enter into these derivative financial instruments for trading or speculative purposes, and we have not designated any of our derivatives as hedges for financial accounting purposes.

Impairment of long-lived assets

In accordance with FASB ASC 360, *Property, Plant, and Equipment*, we assess impairment of long-lived assets, which include property, plant and equipment, for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable. Circumstances which could trigger a review include, but are not limited to, significant decreases in the market price of the asset; significant adverse changes in the business climate, legal or regulatory factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; or expectations that the asset will more likely than not be sold or disposed of significantly before the end of its estimated useful life.

Given our current period cash flow combined with a history of operating losses, we evaluated the recoverability of the book value of our property, plant and equipment. We performed an undiscounted cash flow analysis, the results of which indicate that the sum of the undiscounted cash flows is substantially in excess of the book value of the property, plant and equipment. Accordingly, no impairment charges have been recorded during the period from June 9, 2005 (date of inception) through September 30, 2010.

Prior to the acquisition of Agri-Energy, our property, plant and equipment were substantially comprised of laboratory and related equipment used in our demonstration plant in St. Joseph, Missouri and our pilot plant and laboratories in Englewood, Colorado. This equipment is used directly in the development and testing of our technology, including our proprietary separation process and biocatalysts, and the testing of isobutanol that we produce. Any resulting technological improvements are incorporated into our retrofit and production processes. We believe our laboratory equipment and demonstration plant will continue to have future utility, as we intend to continue using it to test and develop enhancements to our retrofit and production processes, in support of our acquired operations at Agri-Energy and any additional ethanol production facilities that we acquire, and to test the methods and feasibility of converting the isobutanol that we produce into a variety of renewable products, in support of our future commercialization efforts. Accordingly, we have based our undiscounted cash flow analysis on the cash flows that we anticipate from these future operations.

Upon our acquisition of Agri-Energy on September 22, 2010, we recorded the acquired property, plant and equipment at their fair values. The Agri-Energy acquired property, plant and equipment constitute a majority of our total property, plant and equipment.

We have 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, we may make changes to our 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.

We make estimates and judgments about future undiscounted cash flows. Although our cash flow forecasts are based on assumptions that are consistent with our plans, there is significant exercise of judgment involved in determining the cash flow attributable to a long-lived asset over its estimated remaining useful life. As a result, the carrying amounts of our long-lived assets could be reduced through impairment charges in the future.

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	Nine months ended September 30, 2009	2010
Revenues:					
Granted revenue	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 1,175,000
Licensing revenue	—	—	—	—	138,000
Ethanol sales and related products	—	—	—	—	975,000
Total revenues	275,000	208,000	660,000	551,000	2,288,000
Cost of goods sold				—	(856,000)
Gross margin	275,000	208,000	660,000	551,000	1,432,000
Operating expenses:					
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(6,730,000)	(11,432,000)
Selling, general and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(5,685,000)	(19,114,000)
Lease termination costs	(894,000)	—	—	—	—
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(22,000)	(10,000)	—
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(12,425,000)	(30,546,000)
Loss from operations	(7,162,000)	(13,311,000)	(18,569,000)	(11,874,000)	(29,114,000)
Other (expense) income:					
Interest expense	(140,000)	(1,385,000)	(1,103,000)	(798,000)	(1,448,000)
Interest and other income	76,000	154,000	277,000	247,000	96,000
Loss from change in fair value of warrant liabilities	—	—	(490,000)	(400,000)	(3,302,000)
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(951,000)	(4,654,000)
Net loss	(7,226,000)	(14,542,000)	(19,885,000)	(12,825,000)	(33,768,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(1,789,000)
Net loss attributable to Gevo, Inc. common stockholders	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (12,825,000)	$ (35,557,000)

Comparison of nine months ended September 30, 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:

	Nine months ended September 30, 2009	Nine months ended September 30, 2010	$ Increase (decrease)	% Change
Revenues:				
Grant revenue	$ 551,000	$ 1,175,000	$ 624,000	113%
Licensing revenue	—	138,000	138,000	N/A
Ethanol sales and related products	—	975,000	975,000	N/A
Total revenues	551,000	2,288,000	1,737,000	315%
Cost of goods sold	—	(856,000)	(856,000)	N/A
Gross margin	551,000	1,432,000	881,000	160%
Operating expenses:				
Research and development	(6,730,000)	(11,432,000)	4,702,000	70%
Selling, general and administrative	(5,685,000)	(19,114,000)	13,429,000	236%
Loss on abandonment or disposal of assets	(10,000)	—	(10,000)	(100%)
Total operating expenses	(12,425,000)	(30,546,000)	18,121,000	146%
Loss from operations	(11,874,000)	(29,114,000)	17,240,000	145%
Other (expense) income:				
Interest expense	(798,000)	(1,448,000)	650,000	81%
Interest and other income	247,000	96,000	(151,000)	(61%)
Loss from change in fair value of warrant liabilities	(400,000)	(3,302,000)	2,902,000	726%
Other expense—net	(951,000)	(4,654,000)	3,703,000	389%
Net loss	(12,825,000)	(33,768,000)	20,943,000	163%
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	(1,789,000)	1,789,000	N/A
Net loss attributable to Gevo, Inc. common stockholders	$(12,825,000)	$(35,557,000)	$22,732,000	177%

Revenues: The increase in grant revenue of $624,000, or 113%, primarily relates to additional awards from the US Department of Agriculture and the Army Research Laboratory that commenced in the fourth quarter of 2009. The increase in ethanol sales and related products of $975,000 is due to our acquisition of Agri-Energy that occurred on September 22, 2010. The increase in licensing revenue of $138,000 relates to our licensing of Clostridia strains to a company in the business of producing n-butanol through fermentation.

Cost of goods sold and gross margin: The increase in cost of goods sold of $856,000 relates to our acquisition of Agri-Energy on September 22, 2010. Prior to our acquisition of Agri-Energy, we did not have any cost of goods sold. Cost of goods sold includes costs for direct labor, materials and certain plant overhead costs. Direct labor includes compensation of non-management personnel involved in the operation of our ethanol plant. Our gross margin is derived from our total revenues less our cost of goods sold.

Research and development: The increase in research and development expense of $4,702,000, or 70%, was primarily driven by expenses recorded under our licensing agreement with Cargill for an increase of $1,383,000, an increase in depreciation expense of $1,284,000, which includes depreciation of equipment at our demonstration facility, the incurrence of payroll and related expenses of $583,000, an increase in stock-based compensation of $398,000, and an increase of $435,000 relating to our use of consultants and for contracted research, including work under our contractor and development agreements with VIB, Caltech, UCLA and Cargill. Research and development expense includes stock-based compensation expense of $120,000 and $517,000 in the nine months ended September 30, 2009 and 2010, respectively.

Selling, general and administrative: The increase in selling, general and administrative expense of $13,429,000, or 236%, was primarily driven by an increase in stock-based compensation expense of $9,369,000 and legal fees of $1,479,000, which relate primarily to our acquisition of Agri-Energy, legal expenses to support our intellectual property positions and other general legal fees. We also had increases in management fees paid to CDP of $427,000, the incurrence of payroll and related expenses, including relocation and recruiting, of $904,000, and use of consultants of $574,000. Selling, general and administrative expense included stock-based compensation expense of $138,000 and $9,507,000 in the nine months ended September 30, 2009 and 2010, respectively. Included in the $9,507,000 of stock-based compensation in selling, general and administrative expense for the nine months ended September 30, 2010 is $6,978,000 relating to the warrant issued to CDP and $774,000 relating to the purchase of the 10% minority interest in Gevo Development from CDP, both of which are described in Notes 6 and 13 to our consolidated financial statements.

Interest expense: Interest expense increased by $650,000, or 81%, due to the incurrence of additional debt, higher interest rates on our secured long-term debt facility and higher amortization of debt discounts and debt issue costs relating to our debt with Lighthouse and TriplePoint. In August 2010, we paid off a portion of our Lighthouse debt, consisting of $5,000,000 in principal and $250,000 in final payment, which resulted in accelerating the recognition of $332,000 of debt discounts to non-cash interest expense.

Interest and other income: The decrease in interest and other income of $151,000, or 61%, is 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 $2,902,000, or 726%, 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.

Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock: The increase in deemed dividend – amortization of beneficial conversion feature on Series D-1 convertible preferred stock of $1,789,000 relates to our issuance of Series D-1 convertible preferred stock between March and May 2010 which conversion ratio adjusts such that each share of Series D-1 preferred stock is convertible into two shares of common stock if an initial public offering or qualified financing does not occur by September 30, 2011.

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%
Selling, 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.

Selling, general and administrative: The increase in selling, 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. Selling, 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 selling, 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 selling, 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%
Selling, 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.

Selling, general and administrative: The increase in selling, 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. Selling, 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 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 September 30, 2010, we have funded our operations primarily through an aggregate of $89,068,000 from the sale of preferred equity securities, $26,578,000 in borrowings under our secured debt financing arrangements and $3,531,000 from revenues. To date, we have not generated any revenues from the sale of isobutanol.

As of September 30, 2010, our cash and cash equivalents totaled $22,516,000, including proceeds from the issuance of our Series D-1 preferred stock. Between March and May 2010, we issued 1,843,675 shares of Series D-1 preferred stock at a price of $17.12 per share for gross cash proceeds of approximately $31,564,000 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 addition, we have $119,000 of restricted cash in certificates of deposit. Based on our current level of operations and anticipated growth, we believe that the anticipated net proceeds from this offering and 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	Nine months ended September 30, 2010
Net cash used in operating activities	(5,869,000)	(11,741,000)	(16,099,000)	(15,870,000)
Net cash used in investing activities	(1,559,000)	(2,315,000)	(2,942,000)	(24,810,000)
Net cash provided by financing activities	6,486,000	23,628,000	30,646,000	41,956,000

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 $15,870,000 during the nine months ended September 30, 2010 reflected our net loss of $33,768,000 offset by non-cash charges totaling $15,298,000 and changes in operating assets and liabilities of $2,600,000. Non-cash charges included depreciation and amortization of $2,173,000, stock-based compensation of $9,250,000, loss from change in fair value of warrant liabilities of $3,302,000 and non-cash interest expense and amortization of debt discounts of $573,000. The net source of cash from our operating assets and liabilities of $2,600,000 primarily reflected accrued milestone payments under our Cargill license agreement that are payable in 2011 and 2012 and amounts accrued for work performed by ICM.

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 nine months ended September 30, 2010, cash used in investing activities included $472,000 for capital expenditures and $24,378,000 related to the purchase and acquisition of Agri-Energy (aggregate cash purchase price of $24,963,000 less cash acquired of $585,000).

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 nine months ended September 30, 2010, cash provided by financing activities was $41,956,000, primarily due to the net proceeds of $31,411,000 from our sale of Series D-1 preferred stock, gross debt borrowings from TriplePoint of $17,500,000, proceeds from the exercise of a preferred stock warrant of $592,000, repayment of $5,000,000 of principal and $250,000 of final payment under our debt with Lighthouse, payment of deferred offering costs relating to this offering of $1,351,000 and payment of debt issue costs relating to our TriplePoint debt of $962,000.

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.

Potential additional investment by existing investors

Several of our investors, including LANXESS Corporation, Total Energy Ventures International, Khosla Ventures I, LP, Khosla Ventures III, LP, Virgin Green Fund I, L.P., Burrill Life Sciences Capital Fund III, L.P., Malaysian Life Sciences Capital Fund Ltd. and Osage University Partners Seed Fund, L.P., have committed to invest an additional $34 million in a private placement of our preferred stock in the event that this offering is not completed. As of January 14, 2011, these funds have been placed into escrow and will be drawn upon if we decide to close the private placement.

Agri-Energy acquisition

In August 2010, we entered into an acquisition agreement with Agri-Energy. In September 2010, we closed the transactions contemplated by the acquisition agreement and acquired a 22 MGPY ethanol production facility in Luverne, Minnesota that we intend to retrofit to produce isobutanol. We paid a purchase price of approximately $20.7 million. In addition, we acquired and paid for $4.9 million in estimated working capital. We paid 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"). We have begun the project engineering and permitting portion of the Luverne facility retrofit process. 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 350 million gallons of isobutanol in 2015.

Gevo Development, LLC and CDP Gevo, LLC

In September 2010, Gevo, Inc. acquired 100% of the class B interests in Gevo Development, which comprise 10% of the outstanding equity interests of Gevo Development, from CDP pursuant to an equity purchase agreement. Gevo, Inc. currently owns 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1,143,000, (i) $500,000 of which was paid on September 22, 2010, (ii) $274,000 of which was paid on 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. As of September 22, 2010, each of the owners of CDP is employed by Gevo, Inc. as an Executive Vice President, Upstream Business Development and 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 July 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, required interest only payments for the period from July 2009 through December 2010, and requires 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. This loan is also secured by substantially all of the assets of Agri-Energy, LLC. Additionally, under the terms of each of (i) the loan and security agreement and (ii) Gevo, Inc.'s guarantee of Gevo Development's and Agri-Energy'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 on August 31, 2014, 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 could borrow up to $12.5 million to finance the transactions contemplated by the acquisition agreement with Agri-Energy. In September 2010, Gevo Development borrowed the $12.5 million and closed the transactions contemplated by the acquisition agreement, at which time the loan and security agreement was amended and Agri-Energy, LLC became a borrower under the loan and security agreement. 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% and is subject to an end-of-term payment equal to 8% of the amount borrowed. The loan is secured by the equity interests of Agri-Energy held by Gevo Development and substantially all the assets of Agri-Energy. The loan matures on September 1, 2014, and provides for interest only payments during the first 24 months. The loan is guaranteed by Gevo, Inc. pursuant to a continuing guaranty 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.

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	$ —	$ —
Cash interest payments on long-term debt(1)	1,654,000	965,000	619,000	70,000	—	—
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	$ 13,723,000	$ 2,410,000	$ 7,196,000	$ 3,825,000	$ 292,000	$ —

(1) Includes principal and final payments on our long-term debt as of December 31, 2009. In August 2010, we paid off approximately $5 million of principal on our debt with Lighthouse and borrowed $5 million from TriplePoint. In September 2010, we borrowed an additional $12.5 million from TriplePoint. For more information on these subsequent events, please see "—Secured long-term debt" above.

(footnotes continued on following page)

(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. In September 2010, Gevo, Inc. purchased all of the outstanding class B interests in Gevo Development from CDP pursuant to an equity purchase agreement. In connection with this transaction, the commercialization agreement was terminated and is of no further force or effect and Gevo, Inc. is no longer obligated to pay the management fees that would otherwise have become due to CDP, please see "—Gevo Development, LLC and CDP Gevo, LLC" above.

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 March 2010, we completed milestone number three and recorded the related milestone amount of $2,000,000 to research and development expense at its present value amount of $1,578,000 because the milestone payment will be paid over a period greater than twelve months from the date it was incurred. At September 30, 2010, the milestone payment of $2,000,000 was recorded as a total liability of $1,682,000, net of a discount of $318,000, of which $682,000 was recorded in accounts payable and accrued expenses, and $1,000,000 was recorded in other liabilities on our 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 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. The accretion of the liability from March 2010 to September 30, 2010 of $104,000 was recorded to interest expense.

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 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 September 30, 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, 2013 are included in the improvement rights.

During 2009 we entered into a contractor agreement with Caltech under which Caltech will provide us with 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 did not have during the periods presented, and we do not currently have, 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.

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 $22,516,000 at December 31, 2008 and 2009 and September 30, 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 nine months ended September 30, 2010, our interest income would have declined by approximately $13,000 and $10,000, 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.

Commodity price risk

We produce ethanol and distiller's grains from corn and our business is sensitive to changes in the price of corn. The price of corn is subject to fluctuations due to unpredictable factors such as weather, corn planted and harvested acreage, changes in national and global supply and demand and government programs and policies. We use natural gas in the ethanol production process and, as a result, our business is also sensitive to changes in the price of natural gas. The price of natural gas is influenced by such weather factors as extreme heat or cold in the summer and winter, or other natural events like hurricanes in the spring, summer and fall. Other natural gas price factors include North American exploration and production, and the amount of natural gas in underground storage during both the injection and withdrawal seasons. Ethanol prices are sensitive to world crude-oil supply and demand, crude-oil refining capacity and utilization, government regulation and consumer demand for alternative fuels. Distiller's grains prices are sensitive to various demand factors such as numbers of livestock on feed, prices for feed alternatives and supply factors, primarily production by ethanol plants and other sources. We attempt to reduce the market risk associated with fluctuations in the price of corn and natural gas by employing a variety of risk management and economic hedging strategies. Strategies include the use of forward purchase contracts and exchange-traded futures contracts.

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, based upon volume data from SRI, CMAI and Nexant, and substantially all of the global hydrocarbon fuels market, based upon volume data from the IEA.

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 the 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 the incumbent petrochemical products will have lower market adoption hurdles, as the infrastructure and applications for such products 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. While we are a development stage company that has generated minimal revenue and has experienced net losses since inception, we believe that our 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.

Since our potential customers in these markets would not be required to develop any additional infrastructure to use our isobutanol, we believe that selling into these markets will result in a lower risk profile and produce attractive margins.

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. Based on conversations between our officers and these producers and an SRI study, we believe 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. Based on conversations between our officers and these producers and multiple market studies, we believe 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. Based on conversations between our officers and these producers, an article in ICIS Chemical Business

and multiple market studies, we believe 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. Based on conversations between our officers and these producers, multiple news articles and producer press releases, we believe 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. Based on conversations between our officers and these producers, producer press releases and a CMAI presentation, we believe 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 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 our 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.

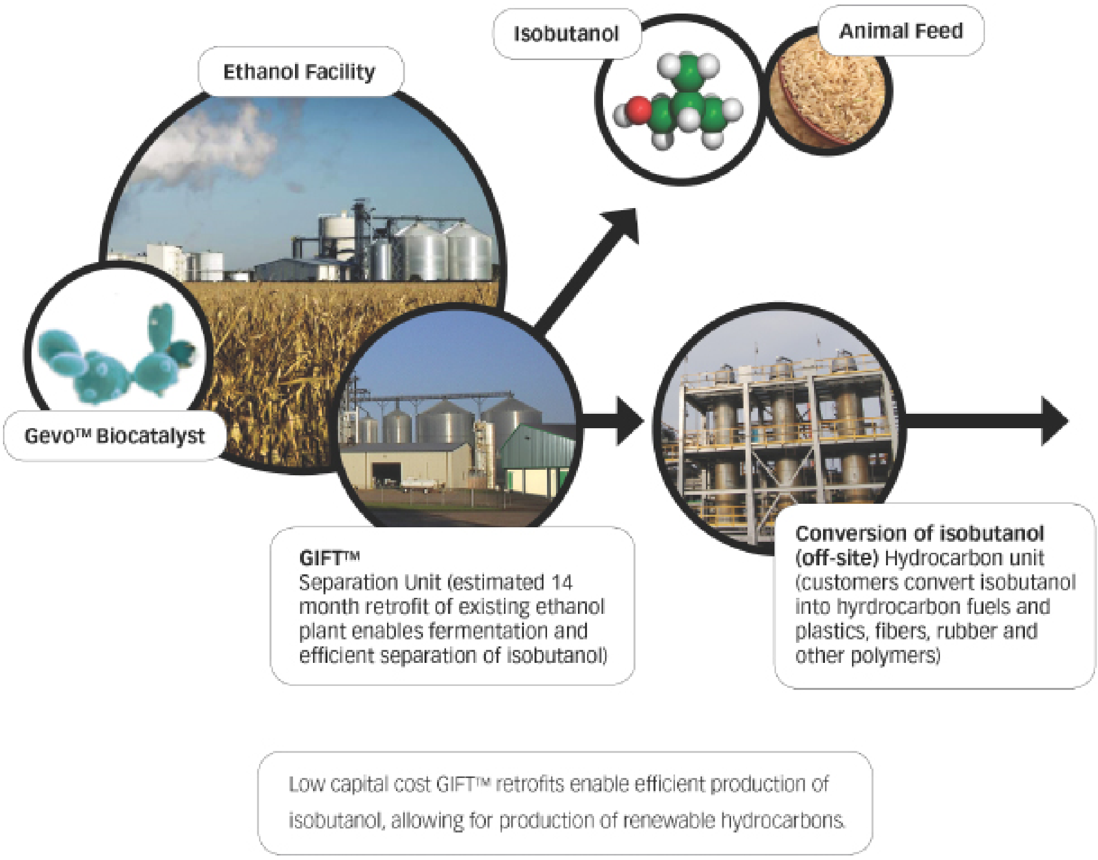
Through our exclusive alliance with ICM, a leading engineering firm that has designed approximately 60% of current US operating ethanol production capacity, which the RFA estimates to be over 12 BGPY, we are developing our retrofit equipment package and have successfully demonstrated the production of 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.

In September 2010, we acquired a 22 MGPY ethanol production facility in Luverne, Minnesota. We have begun the project engineering and permitting portion of the Luverne facility retrofit process. 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 350 million gallons of isobutanol in 2015.

Additionally, in November 2010, we executed a non-binding letter of intent with a large ethanol producer in the Midwest. This letter of intent contemplates a joint venture between this ethanol producer and us pursuant to which the ethanol producer would provide its existing 50 MGPY gallon ethanol production facility and we would be responsible for retrofitting such facility to produce isobutanol. Upon completion of the retrofit, both parties to the joint venture would receive a portion of the profits from the sale of isobutanol, consistent with our business model. However, there can be no assurance that we will be able to enter into a definitive joint venture agreement with this ethanol producer.

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 2.4 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 production to be targeted to ready markets, for use as a specialty chemical, and 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.

In September 2010, we acquired a 22 MGPY ethanol production facility in Luverne, Minnesota which we intend to retrofit for isobutanol production. During the retrofit process, we intend to continue to produce and sell ethanol and related distiller's grains. Following retrofit of the facility to isobutanol production, we intend to 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 December 31, 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.

- **Sasol Chemical Industries**. In November 2010, we entered into a non-binding letter of intent with Sasol Chemical Industries Ltd., acting through its Solvents Division. This letter of intent sets forth the proposed initial terms of a possible sales and distribution agreement for our isobutanol for use as a solvent or as a chemical feedstock to downstream processes. Under the terms of the letter of intent, the parties intend to negotiate a definitive sales and distribution agreement that will have an initial term of three years, with the initial shipment of isobutanol expected to occur in the first quarter of 2012. The letter of intent proposes that, subject to entering into a definitive sales and distribution agreement, Sasol would purchase and distribute 40,000 tons of our isobutanol in 2012, and would purchase and distribute 60,000 to 80,000 tons each year thereafter, with an option to purchase and distribute additional volume should we develop additional isobutanol production capacity.

To facilitate 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 biobased kerosene as 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 kerosene produced from our isobutanol. We also intend to develop relationships with companies that are engineering and piloting the processes necessary to convert isobutanol to biobased jet fuel.

To further facilitate our entry into the markets for butenes and hydrocarbon products such as jet fuel, we are currently engaged in discussions with numerous petrochemical manufacturers that have the ability to produce these products from our isobutanol. If we are successful in entering into arrangements with petrochemical manufacturers, we would either sell isobutanol to them directly or work with them on a contract or toll processing basis to produce the butenes and other hydrocarbon products needed to satisfy the demands of our future customers. In November 2010, we entered into a non-binding letter of intent with South Hampton Resources, Inc., or SHR, an independent specialty petrochemical manufacturer with over 50 years of experience in toll processing and product development, pursuant to which SHR will develop processes to dehydrate our isobutanol into isobutylene to serve the market for isobutylenes and to further process at least a portion of that isobutylene to produce kerosene for use as a renewable jet fuel blendstock. This letter of intent contemplates an initial production capacity of 2,000 barrels per day of kerosene produced from our isobutanol for a two to three year timeframe, beginning in 2012. We believe that our relationships with SHR and other petrochemical manufacturers will enable us to access the infrastructure necessary to produce hydrocarbon products from our isobutanol to meet the demands of our future customers. However, there can be no assurance that we will be able to enter into a definitive agreement with SHR, or any other petrochemical manufacturer.

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 growth 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. Both our first- and second- generation biocatalysts are able to achieve a product yield on sugar of approximately 94% of theoretical maximum by weight, 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 acquisition of a 22 MGPY ethanol production facility 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 new chemical and fuel market applications of our isobutanol. Meanwhile, we expect to take advantage of the current markets for isobutanol by forming relationships and negotiating supply and distribution agreements with potential customers and distributors such as Sasol. 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. Finally, in order to support the development of biobased fuels, we intend to develop relationships with companies that are engineering and piloting the processes necessary to convert isobutanol to biobased jet fuel. 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, and our CEO, Dr. Patrick Gruber, has spent over 20 years developing and successfully commercializing industrial biotechnology products. 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 and 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% 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 48 to 72 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 October 2010, our second-generation biocatalyst has achieved a fermentation time of 52 hours and achieved approximately 94% of the theoretical maximum yield of isobutanol from feedstock, meeting our targeted fermentation performance criteria well in advance of 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)	48-72(2)

(1) Commercial targets accomplished with first- and second-generation biocatalysts.

(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.

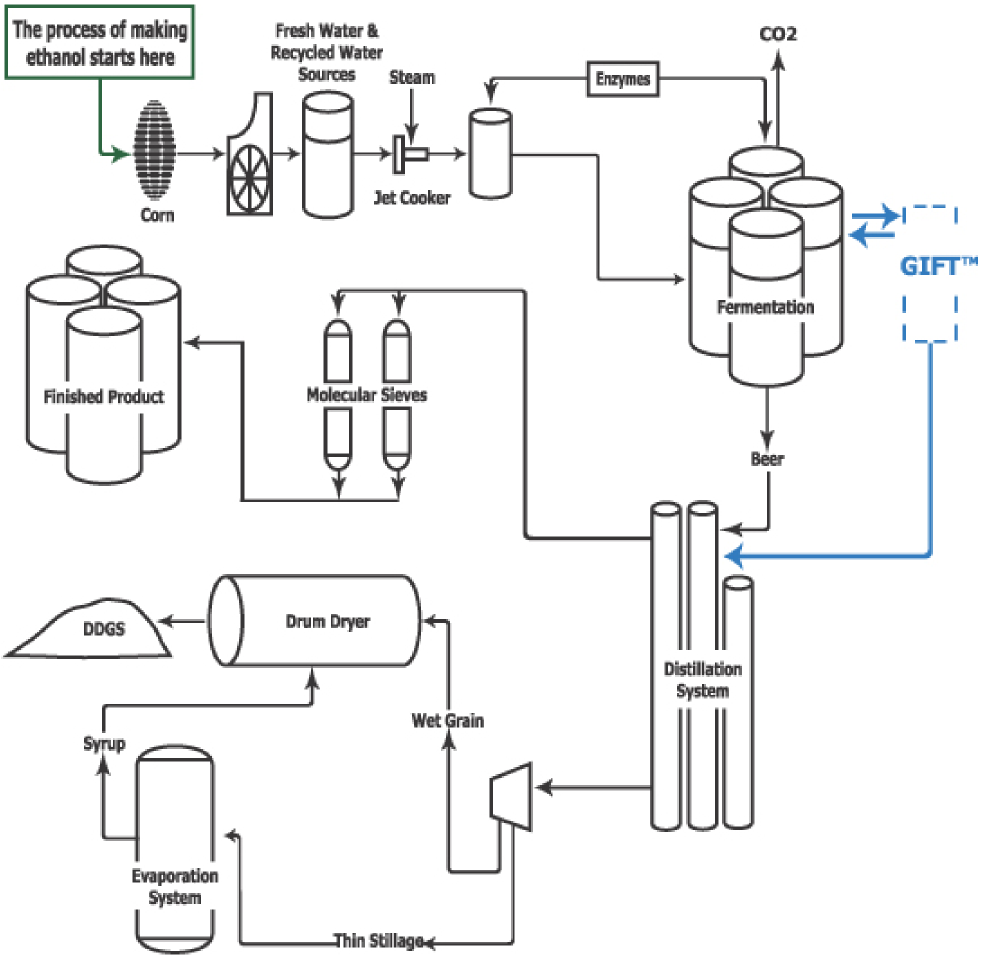
FEEDSTOCK FLEXIBILITY

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. The vast majority of fuel ethanol currently produced in the US is produced from corn feedstock, which is abundant, according to data from the US Department of Agriculture and the RFA. 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.



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 in the dewatering column of the distillation system, 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. In order to reach these markets, we have already started to develop relationships with companies that are engineering and piloting the processes necessary to convert isobutanol to biobased jet fuel, and we intend to continue to work with such companies to promote the use of isobutanol as a hydrocarbon feedstock.

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 September 2010, we acquired a 22 MGPY ethanol production facility in Luverne, Minnesota. We have begun the project engineering and permitting portion of the Luverne facility retrofit process and expect to 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 350 million gallons of isobutanol in 2015.
- **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 based on data from the IEA and EIA. 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 EPA currently limits gasoline blends for use in normal automobile engines to a maximum of 15% ethanol for model years 2007 and later, and 10% for all other model years. 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., pursuing 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 December 31, 2010, we exclusively licensed rights to 73 issued patents and filed 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 December 31, 2010, we have submitted 184 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 filed 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.

We have obtained a registered trademark for Gevo Integrated Fermentation Technology® in the US, and have pending US trademark applications for Gevo™ and GIFT™. The Gevo™ and GIFT™ marks are also registered or 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. In particular, we expect to incur significant litigation costs in defending the lawsuit filed by Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP for the development and marketing of isobutanol, alleging that we have infringed upon its patent relating to the production of isobutanol (as described further in "Business—Legal Proceedings"). 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, as amended, is effective through December 31, 2011.

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 feedstocks of corn or grain sorghum. Pursuant to the commercialization agreement, we are working 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 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 materials 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, 2013. The term of the license agreement continues until the expiration or unenforceability of all of the licensed patent rights and improvement 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 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. Since Gevo Development's inception, Gevo, Inc. has been the sole owner of the class A interests, which comprise 90% of the outstanding equity interests of Gevo Development. When Gevo Development was formed, CDP Gevo, LLC, or CDP, which is beneficially owned by the two co-managing directors of Gevo Development, was the sole owner of the class B interests, which comprise the remaining 10% of the outstanding equity interests of Gevo Development. In September 2010, Gevo, Inc. acquired 100% of the outstanding class B interests of Gevo Development from CDP pursuant to an equity purchase agreement. As a result of this acquisition, Gevo, Inc. currently owns 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary. See further discussion under the heading "Equity Purchase Agreement and Related Transactions" below.

Amended and Restated 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. In September 2010, upon the consummation of Gevo, Inc.'s purchase of the class B interests from CDP, the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement would 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. We valued the warrant at approximately $13,956,000 on September 22, 2010 and recognized 50% of this amount as stock based compensation on September 22, 2010. We will recognize the remaining 50% over the 24 month vesting period beginning on September 22, 2010.

Equity Purchase Agreement and Related Transactions. In September 2010, Gevo, Inc. became the sole owner of Gevo Development by acquiring 100% of the class B interests in Gevo Development, which comprise 10% of the outstanding equity interests of Gevo Development, from CDP pursuant to an equity purchase agreement. This equity purchase agreement, which was entered into in August 2010, provided that the purchase of the class B interests would close on the earlier of September 22, 2010, or the date Gevo, Inc. completed this offering. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1,143,000, (i) $500,000 of which was paid on September 22, 2010, (ii) $274,000 of which was paid on 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 equity purchase agreement. As of September 22, 2010, each of the owners of CDP is employed by Gevo, Inc. as an Executive Vice President, Upstream Business Development and as a co-managing director of Gevo Development. Upon the closing of the transactions contemplated by the equity purchase agreement, Gevo, Inc. amended and restated CDP's warrant agreement, as described above.

Agri-Energy acquisition

Acquisition Agreement. In August 2010, we entered into an acquisition agreement pursuant to which we 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. In September 2010, we consummated the transactions contemplated by this acquisition agreement, and acquired ownership of a 22 MGPY ethanol production facility located in Luverne, Minnesota which we plan to retrofit for isobutanol production. We paid a purchase price of approximately $20.7 million. In addition, we acquired and paid for $4.9 million in estimated working capital. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provided for an aggregate of approximately $3.5 million to be placed into escrow as security for deficiencies in working capital and seller indemnification obligations.

We have begun the project engineering and permitting portion of the Luverne facility retrofit process. 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 on August 31, 2014, 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. This loan is also secured by substantially 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 could borrow up to $12.5 million to finance the transactions contemplated by the acquisition agreement with Agri-Energy. In September 2010, Gevo Development borrowed the $12.5 million and closed the transactions contemplated by the acquisition agreement, at which time the loan and security agreement was amended and Agri-Energy, LLC became a borrower under the loan and security agreement. The loan and security agreement includes customary affirmative and negative covenants for agreements of this type and events of default. The loan bears interest at a rate equal to 13% and is subject to an end-of-term payment equal to 8% of the amount borrowed. The loan is secured by the equity interests of Agri-Energy held by Gevo Development and substantially all the assets of Agri-Energy. The loan matures on September 1, 2014, with interest only payments during the first 24 months, and is guaranteed by Gevo, Inc. pursuant to a continuing guaranty 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.

Warrant Agreement 2. In August 2010, in connection with entering into the second loan and security agreement, Gevo, Inc. issued TriplePoint a warrant to purchase up to 73,014 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 warrant is divided into two tranches. Tranche A, which represents a warrant to purchase 18,254 shares of Series D-1 preferred stock, vested upon the issuance of the warrant in August 2010. Tranche B, which represents a warrant to purchase 54,760 shares of Series D-1 preferred stock, vested upon the initial advance under the $12.5 million loan and security agreement in September 2010. 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, 2007, 2008 and 2009:

	2007	2008	2009
Biocatalyst development	$ 3,000,000	$ 5,166,000	$ 7,007,000
Process engineering and operation of pilot and 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 St. 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 these next generation products, may be limited in scope, which may significantly limit the uses for which our isobutanol and these next generation products 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 valuable 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 statutes 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 environment. 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. Our subsidiary, Agri-Energy, owns and operates an ethanol production facility in Luverne, Minnesota that we intend to retrofit for isobutanol production. This production facility is on approximately 55 acres of land and contains approximately 50,000 square feet of building space. The production facility was originally constructed in 1998. The land and buildings are owned by Agri-Energy which has granted to TriplePoint a mortgage lien and security interest in such property to secure its obligations under the $12.5 million loan and security agreement with TriplePoint and its guaranty of Gevo, Inc.’s obligations under the $5 million loan and security agreement with TriplePoint.

EMPLOYEES

As of December 31, 2010, Gevo, Inc. and its subsidiaries employed 91 employees. Gevo, Inc. employed 64 of our total employees, 60 of which were located in Englewood, Colorado. Of the Gevo, Inc. employees, 41 were engaged in research and development activities and 23 were engaged in general, administrative and business development activities. As of December 31, 2010, 20 Gevo, Inc. employees held Ph.D. degrees. As of December 31, 2010, our subsidiary Agri-Energy employed 27 employees, all of which were located in Luverne, Minnesota, and involved in the operations of our ethanol production facility. None of our employees are represented by a labor union, and we consider our employee relations to be good.

LEGAL PROCEEDINGS

On January 14, 2010, Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP for the development and marketing of isobutanol, filed a complaint in the United States District Court for the District of Delaware, as Case No. 1:11-cv-00054-UNA, alleging that we are infringing one or more claims made in U.S. Patent No. 7,851,188, entitled “Fermentive production of four carbon alcohols.” This patent, which is currently owned by Butamax, claims certain recombinant microbial host cells that produce isobutanol and methods for the production of isobutanol using such host cells. Butamax is seeking a declaratory judgment, injunctive relief, damages and costs, including attorney’s fees and expenses. We believe that Butamax’s claims are without merit and intend to contest Butamax’s allegations of infringement and defend this matter vigorously.

Management

EXECUTIVE OFFICERS, KEY EMPLOYEES AND DIRECTORS

The following table sets forth certain information about our executive officers and directors, as of December 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.	53	Executive Vice President, Technology
Mark Smith	49	Chief Financial Officer
Jack Huttner	56	Executive Vice President, Corporate Development and Public Affairs
Brett Lund, J.D., M.B.A.	35	Executive Vice President, General Counsel and Secretary
David Black, M.B.A.	48	Executive Vice President, Upstream Business Development
Michael Slaney, J.D.	47	Executive Vice President, Upstream Business Development
Shai Weiss(1)(2)	42	Chairman of the Board of Directors
Ganesh M. Kishore, Ph.D.(1)	57	Director
Véronique Hervouet	49	Director
Stacy J. Smith(3)	48	Director
Ron Commander, Ph.D.(1)	60	Director
Bruce A. Smith(2)(3)	67	Director
Carlos A. Cabrera(2)(3)	59	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's 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. 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 Organization, 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, J.D., M.B.A. 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. from Duke Law School, an M.B.A. from Duke University’s Fuqua School of Business 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.

David Black has served as one of the company’s Executive Vice Presidents, Upstream Business Development since September 2010 and served as a Co-Managing Director of Gevo Development since September 2009. From 2007 to 2009, Mr. Black was a Co-Managing Partner of ClearDevelopment Partners, LLC, a clean energy development firm he co-founded. In 2005, he co-founded the biofuels company ASAlliances Biofuels, LLC, or ASAB, with Mr. Slaney for the purpose of developing and operating ethanol plants. He served as ASAB’s Chief Executive Officer from 2005 to 2006. Prior to co-founding ASAB, Mr. Black was a partner at Deloitte & Touche, where he served as the co-head of Deloitte’s national corporate finance management consulting practice. Mr. Black holds an M.B.A. from Southern Methodist University and a B.S. in finance from Arizona State University.

Michael Slaney, J.D. has served as one of the company’s Executive Vice Presidents, Upstream Business Development since September 2010 and served as a Co-Managing Director of Gevo Development since September 2009. From 2007 to 2009, Mr. Slaney was a Co-Managing Partner of ClearDevelopment Partners, LLC, a clean energy development firm he co-founded. In 2005, he co-founded the biofuels company ASAB with Mr. Black for the purpose of developing and operating ethanol plants. He served as ASAB’s Chief Operating Officer from 2005 to 2006. Prior to co-founding ASAB, Mr. Slaney was a partner in the M&A and corporate finance departments of Akin Gump Strauss Hauer & Feld LLP. Mr. Slaney holds a J.D. from Indiana University and a B.S. in accounting and business administration from the University of Kansas.

Shai Weiss has served as a director of the company since 2007 and was appointed chairman of the board of directors in September 2010. 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's 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 April 2007, 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 provides advisory services to life science businesses. Between April 2007 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, and Chief Technology Officer 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 products such as ROUNDUP READY SOY, the development of a manufacturing process for Nutrasweet® and aiding in transforming Monsanto into a leading food and nutrition company. Dr. Kishore co-founded the plant biotechnology and informatics company Metahelix Life Sciences Pvt Ltd in India, Mogene LC in St. Louis, Missouri and Abunda in San Francisco, California. He serves or has served 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 also a member of the American Association for the Advancement of Science. 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 and advising on strategy and financial matters, including financial reporting.

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 has 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. Since July 2010, he has also served as a member of the supervisory board of LyondellBasell Industries N.V., a publicly traded independent chemical company. 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 under the terms of our amended and restated certificate of incorporation 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. Mr. Shai Weiss is the chairman of our board of directors.

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 Véronique Hervouet, Ron Commander and Ganesh M. Kishore, and their terms will expire at the annual meeting of stockholders to be held in 2011;
- the Class II directors will be Stacy J. Smith, Carlos A. Cabrera and Patrick R. Gruber, and their terms will expire at the annual meeting of stockholders to be held in 2012; and
- the Class III directors will be Shai Weiss and Bruce A. Smith, 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 that 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 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 was granted an initial option to purchase 12,413 shares of our common stock, and, in the event that the company completes an initial public offering, will receive subsequent annual equity grants as provided in their respective offer letters, 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, 2010.

Name	Fees earned or paid in cash ($)	Option awards ($)(1)	All other compensation ($)	Total ($)
Frances Arnold, Ph.D.(2)	—	—	20,938	20,938
Shai Weiss	—	—	—	—
Ganesh M. Kishore, Ph.D.	—	—	—	—
Véronique Hervouet	—	—	—	—
Stacy J. Smith(3)	50,000	80,236	—	130,236
Ron Commander, Ph.D.(4)	—	—	—	—
Bruce A. Smith(5)	60,000	80,344	—	140,344
Carlos A. Cabrera(6)	50,000	80,344	—	130,344

(footnotes continued on following page)

(1) The amounts in the “Option awards” column reflect the aggregate grant date fair value of awards granted in the year ended December 31, 2010 in accordance with FASB ASC Topic 718, 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 consolidated financial statements. As of December 31, 2010, Messrs. Stacy Smith, Bruce Smith and Carlos Cabrera had outstanding option awards to purchase 12,413 shares each.
(2) Represents the aggregate amount paid to Dr. Arnold during fiscal year 2010 related to services provided under her consulting agreement. Dr. Arnold resigned as a director effective June 24, 2010.
(3) Mr. Stacy Smith was appointed to our board of directors in June 2010.
(4) Dr. Commander was appointed to our board of directors in May 2010.
(5) Mr. Bruce Smith was appointed to our board of directors in June 2010. Fees paid include an additional $10,000 paid to Mr. Smith as compensation for his service as chairman of the audit committee.
(6) 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, 2010 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, 2010 are:

- Dr. Patrick R. Gruber, Chief Executive Officer
- Mark Smith, Chief Financial Officer
- Dr. Christopher Ryan, Executive Vice President, Business Development
- David Black, Executive Vice President, Upstream Business Development
- Michael Slaney, Executive Vice President, Upstream Business Development

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 the compensation committee of 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 this 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 Drs. Gruber and Ryan and Mr. Smith in June 2010, which will become effective upon the closing of this offering. Following the company's acquisition of the class B interests in Gevo Development from CDP, the beneficial owners of CDP, Messrs. Black and Slaney, entered into employment agreements with Gevo effective September 22, 2010. 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 2010 and the new base salaries that will become effective upon the consummation of this offering for our named executive officers:

Name of executive officer	2010 base salary rate	New base salary rate (effective upon the closing of this offering)
Patrick R. Gruber, Ph.D(1)	$410,000	$ 500,000
Mark Smith	275,000	325,000
Christopher Ryan, Ph.D.	285,000	325,000
David Black(2)	375,000	375,000
Michael Slaney(2)	375,000	375,000

(1) Effective June 1, 2010, Dr. Gruber's base salary was increased from $350,000 to $410,000.

(2) Messrs. Black and Slaney became employees of Gevo, Inc. on September 22, 2010 and their base salary rates will not be affected by the consummation of this offering.

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 December 2010, our compensation committee adopted the 2010 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).

For 2010, our compensation committee retained the same target bonus amount as in 2009 for Dr. Gruber and the same target bonus percentages as in 2009 for Dr. Ryan and Mr. Smith. Such bonus targets and the amounts actually paid are subject to adjustment based on company and individual performance as assessed in the judgment of the compensation committee. Messrs. Black and Slaney joined Gevo, Inc. during fiscal year 2010 and were not eligible for incentive bonuses in 2010 under the terms of their respective employment agreements. The table below sets forth the annual incentive bonus targets for each of our named executive officers that were eligible to receive a bonus in 2010:

Name of executive officer	2010 bonus target (as % of 2010 base salary)
Patrick R. Gruber, Ph.D.	18.3%
Mark Smith	30.0
Christopher Ryan, Ph.D.	30.0
David Black(1)	—
Michael Slaney(1)	—

(1) Under the terms of their employment agreements, Messrs. Black and Slaney became eligible to receive annual incentive bonuses in an amount up to 40% of their respective base salaries beginning in calendar year 2011.

During 2010, our compensation committee, with input from our Chief Executive Officer, established five categories of corporate performance targets: (i) targets related to securing access to ethanol plants for future retrofit to isobutanol production, (ii) targets related to technology development including (a) the production of isobutanol at laboratory scale from cellulosic biomass using a modified version of our licensed biocatalyst, (b) the development of hydrocarbon technology applications of isobutanol with future technology partners and (c) the development of a commercial version of our biocatalyst for deployment into the demonstration plant, (iii) targets related to the company’s production capabilities, including the upgrade of the demonstration plant and completion of demonstration simulations and processing runs using corn mash, (iv) targets related to the negotiation of future supply agreements with customers representing more than 30 MGPY of isobutanol production, including a future supply agreement with an airline customer for the supply of renewable jet fuel and (v) targets related to securing financing for the acquisition of our initial production facility and future financing needs, including preparations for this offering. No weighting was assigned to the individual performance targets. In December 2010, our compensation committee determined that the company had achieved 90% of its corporate performance targets and the company performance factor was set at 90%, out of 100%.

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. In 2010, the compensation committee determined that each of Drs. Gruber and Ryan and Mr. Smith would receive a discretionary bonus payment in excess of their target amounts equal to $82,500, $45,000 and $30,000, respectively. The compensation committee approved these discretionary amounts due to the level of overall achievement of established milestones and in recognition of the executives' efforts to prepare the company to meet future technical and financial milestones.

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)

Name of executive officer	Bonus target (base salary x target %) ($)	2010 Company performance factor (%)	2010 Bonus Based on Achievement of Company Performance Factor	Individual bonus ($)	Total Bonus payment ($)
Patrick R. Gruber, Ph.D.	75,000	90.0	67,500	82,500	150,000
Mark Smith	82,500	90.0	74,250	30,000	104,250
Christopher Ryan, Ph.D.	85,500	90.0	76,950	45,000	121,950
David Black(1)	—	—	—	—	—
Michael Slaney(1)	—	—	—	—	—

(1) Under the terms of their employment agreements, Messrs. Black and Slaney became eligible to receive annual incentive bonuses in an amount up to 40% of their respective base salaries beginning in calendar year 2011.

In June 2010, we entered into employment agreements with each of Drs. Gruber and Ryan and Mr. Smith 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. Following the acquisition of the class B interests in Gevo Development from CDP, Messrs. Black and Slaney entered into employment agreements with Gevo, Inc. which became effective on September 22, 2010. 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. Annual incentive bonus eligibility commences in 2011 for Messrs. Black and Slaney. 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 Black(1)	40.0
Michael Slaney(1)	40.0

(1) The employment agreements with Messrs. Black and Slaney are currently effective and are not contingent on the consummation of this offering.

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 the compensation committee. 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 2010 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. In keeping with our market-competitive philosophy, our compensation committee established the foregoing vesting schedules for 2010 because it determined that such vesting represents market practice in our industry based on their experience. For the options granted to our named executive officers in 2010, vesting commenced upon the executive officer's respective date of hire.

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.

On September 22, 2010, in connection with the purchase of the class B interests in Gevo Development, Messrs. Black and Slaney became employees of Gevo, Inc. In connection with the formation of Gevo Development in September 2009, 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. CDP is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney. The warrant shares were initially unvested and vested in increments upon the achievement of specific performance milestones. No amounts had been recorded for these warrants in our consolidated statements of operations through September 21, 2010, as none of the performance milestones had been met. Therefore, the lowest aggregate fair value of the award at September 21, 2010 was zero. On September 22, 2010, Messrs. Black and Slaney became employees of Gevo, Inc. and the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement vested on September 22, 2010. The remaining warrant shares will vest over a two-year period beginning on September 22, 2010, subject to acceleration and/or termination under certain circumstances. We valued the warrant, using the option-pricing method, at approximately $13,956,000 on the modification date of September 22, 2010 and recognized 50% of this amount, $6,978,000, as stock-based compensation on that date. We will recognize the remaining 50% of the warrant's value over the 24 month vesting period which began on September 22, 2010. For presentation purposes, as Messrs. Black and Slaney are the beneficial owners of CDP, we have attributed 50% of the value of the warrant on the modification date of September 22, 2010, or $6,978,000 each, to Messrs. Black and Slaney.

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 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. 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. Messrs. Black and Slaney have not been awarded any stock option grants. Messrs. Black and Slaney are the beneficial owners of CDP, which has been granted a warrant to purchase 858,000 shares of the company's common stock at an exercise price of $2.70 per share. The warrant issued to CDP was granted in September 2009 and amended and restated in September 2010, as discussed above.

In June 2010, we entered into employment agreements with each of Drs. Gruber and Ryan and Mr. Smith 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. In September 2010, we entered into employment agreements with Messrs. Black and Slaney, which became effective immediately. 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 Black(1)	—
Michael Slaney(1)	—

(1) Under the terms of their employment agreements, in the event that the company has consummated an initial public offering, Messrs. Black and Slaney will each become eligible to receive annual equity incentive awards of $200,000 beginning in April 2012.

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 Gevo, Inc. 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 and Ryan and Mr. Smith 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. In September 2010, we entered into employment agreements with Messrs. Black and Slaney, which became effective immediately. 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.

2010 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, 2010. In this prospectus, we refer to these officers 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.	2010	384,385	681,765	150,000	54,504(4)	1,270,654
Chief Executive Officer, Director	2009	363,462	427,820	75,000	57,025(4)	923,307
Mark L. Smith	2010	275,000	129,527	104,250	11,069(5)	519,846
Chief Financial Officer	2009	285,577	26,904	52,140	10,577(5)	375,198
Christopher Ryan, Ph.D.	2010	285,000	294,923	121,950	31,107(6)	732,980
Executive Vice President, Business Development	2009	153,462(7)	318,028	29,461	286,210(6)	787,161
David Black(8)	2010	87,981(9)	—	—	7,336,122(10)	7,424,103
Executive Vice President, Upstream Business Development						
Michael Slaney(8)	2010	87,981(9)	—	—	7,336,122(10)	7,424,103
Executive Vice President, Upstream Business Development						

(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 years 2010 and 2009, we made 26 and 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 FASB ASC Topic 718, 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.

(footnotes continued on following page)

(3) The bonuses earned on the basis of performance relative to target bonus metrics in calendar year 2010 and 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 2010” under the column “Estimated Possible Payouts Under Non-Equity Incentive Plan Awards” for the target amounts named executive officers were eligible to earn in 2010. Our board of directors retained discretion to approve payments in excess of the target amounts and exercised that discretion to make certain payments to Drs. Gruber and Ryan and Mr. Smith in 2010. The dollar amounts reported in this column were paid out as cash payments in December 2010 and January 2010, respectively.

(4) For 2010, represents $12,250 for company match on 401(k) plan, $29,122 for payments to maintain a corporate apartment and $13,132 for gross-up tax assistance provided. For 2009, 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.

(5) For 2010, represents $11,069 for company match on 401(k) plan. For 2009, represents $10,577 for company match on 401(k) plan.

(6) For 2010, represents $12,250 for company match on 401(k) plan, $4,306 for gross-up tax assistance provided and $14,551 in relocation assistance. For 2009, 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 provided in 2009 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.

(7) Dr. Ryan joined us in June 2009. The 2009 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.

(8) Messrs. Black and Slaney entered into employment agreements with Gevo, Inc. on September 22, 2010. In September 2010, Gevo, Inc. became the sole owner of Gevo Development by acquiring 100% of the class B interests in Gevo Development from CDP pursuant to an equity purchase agreement. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1,143,000, $500,000 of which was paid on September 22, 2010, $274,000 of which was paid on 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. Please see “Other Material Agreements— Gevo Development, LLC” above. Payments made to CDP for purchase of the class B interests have been excluded from the amounts included in the table above. CDP is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney.

(9) Messrs. Black and Slaney joined Gevo, Inc. in September 2010. The 2010 salaries reflected for Messrs. Black and Slaney represent actual salaries earned from employment with Gevo, Inc. in 2010, which were based on annual base salaries of $375,000.

(footnotes continued on following page)

(10) In conjunction with the formation of Gevo Development in September 2009, 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. The warrant shares were initially unvested and vested in increments upon the achievement of specific performance milestones. No amounts had been recorded for these warrants in our consolidated statements of operations through September 21, 2010, as none of the performance milestones had been met. Therefore, the lowest aggregate fair value of the award at September 21, 2010 was zero. On September 22, 2010, Messrs. Black and Slaney became employees of Gevo, Inc. and the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement vested on September 22, 2010. The remaining warrant shares will vest over a two-year period which began on September 22, 2010, subject to acceleration and/or termination under certain circumstances. We valued the warrant, using the option-pricing method, at approximately $13,956,000 on the modification date of September 22, 2010 and recognized 50% of this amount, $6,978,000, as stock-based compensation on that date. We will recognize the remaining 50% of the warrant's value over the 24 month vesting period which began on September 22, 2010. As CDP is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney, for presentation purposes, we have shown the full value of the warrant as calculated on the modification date, September 22, 2010, of $13,956,000 as 50% attributable to each of Messrs. Black and Slaney. The amount shown of $7,336,122 for each of Messrs. Black and Slaney is comprised of $6,978,000, which represents 50% of the full value of the warrant to CDP as calculated on the modification date of September 22, 2010, and $358,122, representing 50% of the total management fees paid to CDP during 2010.

GRANTS OF PLAN-BASED AWARDS IN 2010 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 to our named executive officers during the year ended December 31, 2010.

Name	Grant date	Estimated possible payouts under non-equity incentive plan awards($)(1) Target	All other option awards; number of securities underlying options (#)	Exercise or base price of option awards ($/share)	Grant date fair value of option awards ($)(2)
Patrick R. Gruber, Ph.D.	—	75,000			
	6/3/2010		105,000	10.07	681,765
Mark Smith	—	82,500			
	6/3/2010		19,500	10.07	129,527
Christopher Ryan, Ph.D.	—	85,500			
	6/3/2010		44,000	10.07	294,923

(footnotes continued on following page)

(1) Represents awards granted under our 2010 cash incentive bonus program, which were based on achievement of certain milestones in fiscal year 2010. This column shows the awards that were possible at the target level of performance. The column titled “Non-Equity Incentive Plan Compensation” in the Summary Compensation Table shows the actual awards earned in fiscal year 2010 by our named executive officers under the 2010 cash incentive bonus program. These amounts were paid in December 2010.

(2) The amounts set forth in the “Grant Date Fair Value of Option Awards” column reflect the aggregate grant date fair value of awards determined in accordance with FASB ASC Topic 718, assuming no forfeitures. The assumptions, other than forfeitures, used in determining such amounts are described in Note 1 to our consolidated financial statements included elsewhere in this prospectus.

OUTSTANDING EQUITY AWARDS AT 2010 FISCAL YEAR-END

The following table shows the grants of stock options to our named executive officers that were outstanding on December 31, 2010, the last day of our fiscal year.

	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)	253,115	100,068	0.46	5/2/2017
	7/1/2008	7/1/2008(3)	195,725	128,234	1.16	7/1/2018
	11/16/2009	5/2/2007(3)	217,499	25,291	2.70	11/16/2019
	6/3/2010	5/2/2007(3)	94,063	10,937	10.07	6/3/2020
Mark Smith	12/04/2008	11/5/2008	65,104	59,896	1.16	12/04/2018
	11/16/2009	11/5/2008	7,813	7,187	2.70	11/16/2019
	6/3/2010	11/5/2008	10,156	9,344	10.07	6/3/2020
Christopher Ryan, Ph.D.	11/16/2009	6/15/2009	65,625	109,375	2.70	11/16/2019
	6/3/2010	6/15/2009	16,500	27,500	10.07	6/3/2020

(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 2010 TABLE

None of our named executive officers exercised stock options during 2010.

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 Dr. Ryan and Mr. Smith. In connection with this offering, we have entered into new employment agreements with Drs. Gruber and Ryan and Mr. Smith to take effect upon the consummation of this offering. We have also entered into employment agreements with Messrs. Black and Slaney, each of which became effective on September 22, 2010.

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. Effective June 1, 2010, our compensation committee approved an increase in Dr. Gruber’s annual base salary to $410,000.

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, provided that he executes a general release of claims in favor of the company within 60 days of the date of termination, he shall also receive 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 is 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, provided that he executes a general release of claims in favor of the company within 60 days of the date of termination, he shall also receive 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, provided that he executes a general release of claims in favor of the company within 60 days of the date of termination, he shall also receive 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 Black

On September 22**,** 2010, we entered into an employment agreement with Mr. Black, which became effective immediately. Under the employment agreement, Mr. Black's base salary is $375,000 per year, subject to annual review and adjustment by our board of directors. As of 2011, Mr. Black 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. Beginning in April 2012, provided that we have consummated an initial public offering, Mr. Black will be 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. Whether or not a public offering has closed, Mr. Black may also receive additional stock awards at the discretion of our board of directors. Mr. Black is also entitled to participate in or receive benefits under all of our existing and future incentive programs and is 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. Black'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. In the event that the company has consummated an initial public offering, Mr. Black, or his estate, will also be entitled to a lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination, provided that Mr. Black has executed a general release of claims in favor of the company within 60 days of the date of any termination resulting from disability.

If Mr. Black'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 and 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. Mr. Black and his family will receive continued coverage under any company sponsored 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 Mr. Black's outstanding unvested stock options and other equity awards shall immediately vest. Additionally, provided that he has executed a general release of claims in favor of the company within 60 days of the date of termination, Mr. Black will be entitled to a lump-sum payment which varies based upon the date of termination and whether the company has consummated an initial public offering. If the termination occurs before March 31, 2012 and a public offering has not closed, Mr. Black will be entitled to a payment equal to the greater of (i) six months of his base salary in effect at the time of termination plus 50% of his eligible annual bonus in effect at the time of termination, and (ii) his base salary payable through March 31, 2012 plus 100% of his eligible annual bonus in effect at the time of termination, multiplied by a fraction with a numerator equal to the number of months remaining until March 31, 2012 and a denominator equal to 12. If the termination occurs before March 31, 2012 and a public offering has closed, Mr. Black will entitled to a payment equal to the greater of (i) twelve months of his base salary in effect at the time of termination plus 100% of his eligible annual bonus in effect at the time of termination, and (ii) his base salary payable through March 31, 2012 plus 100% of his eligible annual bonus in effect at the time of termination, multiplied by a fraction with a numerator equal to the number of months remaining until March 31, 2012 and a denominator equal to 12. If the termination occurs after March 31, 2012 and a public offering has not closed, Mr. Black will be entitled to a payment equal to six months of his base salary in effect at the time of termination plus 50% of his eligible annual bonus in effect at the time of termination. If the termination occurs after March 31, 2012 and a public offering has closed, Mr. Black will be entitled to a payment equal to twelve months of his base salary in effect at the time of termination plus 100% of his eligible annual bonus in effect at the time of termination. 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, except that before the closing of this offering, cause shall instead have the meaning of “cause” under applicable law.

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

Michael Slaney

On September 22, 2010, we entered into an employment agreement with Mr. Slaney, which became effective immediately. Under the employment agreement, Mr. Slaney’s base salary is $375,000 per year, subject to annual review and adjustment by our board of directors. As of 2011, Mr. Slaney 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. Beginning in April 2012, provided that we have consummated an initial public offering, Mr. Slaney will be 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. Whether or not a public offering has closed, Mr. Slaney may also receive additional stock awards at the discretion of our board of directors. Mr. Slaney is also entitled to participate in or receive benefits under all of our existing and future incentive programs and is 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. Slaney’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. In the event that the company has consummated an initial public offering, Mr. Slaney, or his estate, will also be entitled to a lump-sum payment equal to his annual base salary at the rate in effect at the time of such termination, provided that Mr. Slaney has executed a general release of claims in favor of the company within 60 days of the date of any termination resulting from disability.

If Mr. Slaney’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 and 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. Mr. Slaney and his family will receive continued coverage under any company sponsored 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 Mr. Slaney’s outstanding unvested stock options and other equity awards shall immediately vest. Additionally, provided that he has executed a general release of claims in favor of the company within 60 days of the date of termination, Mr. Slaney will be entitled to a lump-sum payment which varies based upon the date of termination and whether the company has consummated an initial public offering. If the termination occurs before March 31, 2012 and a public offering has not closed, Mr. Slaney will be entitled to a payment equal to the greater of (i) six months of his base salary in effect at the time of termination plus 50% of his eligible annual bonus in effect at the time of termination, and (ii) his base salary payable through March 31, 2012 plus 100% of his eligible annual bonus in effect at the time of termination, multiplied by a fraction with a numerator equal to the number of months remaining until March 31, 2012 and a denominator equal to 12. If the termination occurs before March 31, 2012 and a public offering has closed, Mr. Slaney will entitled to a payment equal to the greater of (i) twelve months of his base salary in effect at the time of termination plus 100% of his eligible annual bonus in effect at the time of termination, and (ii) his base salary payable through

March 31, 2012 plus 100% of his eligible annual bonus in effect at the time of termination, multiplied by a fraction with a numerator equal to the number of months remaining until March 31, 2012 and a denominator equal to 12. If the termination occurs after March 31, 2012 and a public offering has not closed, Mr. Slaney will be entitled to a payment equal to six months of his base salary in effect at the time of termination plus 50% of his eligible annual bonus in effect at the time of termination. If the termination occurs after March 31, 2012 and a public offering has closed, Mr. Slaney will be entitled to a payment equal to twelve months of his base salary in effect at the time of termination plus 100% of his eligible annual bonus in effect at the time of termination. 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, except that before the closing of this offering, cause shall instead have the meaning of "cause" under applicable law.

The employment agreement also provides certain payments and benefits to Mr. Slaney 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 and Ryan and Mr. Smith 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. In September 2010, we entered into employment agreements with Messrs. Black and Slaney, which became effective immediately, but whose change of control provisions only become effective upon the closing of an initial public offering. 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 (i) his annual base salary in effect immediately prior to such change of control and (ii) 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. For the avoidance of doubt, CDP's amended and restated warrant to purchase common stock of the company, which is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney, shall not be accelerated by this provision, and will instead continue to be governed by its own vesting terms. 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 our named executive officers 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 change of control provisions in the new employment agreements were in effect on December 31, 2010 and assuming that such termination and change of control, where applicable, occurred on December 31, 2010.

	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 ($)(2)	Value of accelerated warrants ($)(3)	Benefits ($)	Base salary ($)	Bonus ($)	Value of accelerated equity awards ($)(2)	Value of accelerated warrants ($)(4)	Benefits ($)
Patrick R. Gruber, Ph.D.	1,000,000	500,000	3,330,216	—	24,377	1,000,000	500,000	3,330,216	—	24,377
Mark Smith	325,000	130,000	887,000	—	12,189	650,000	260,000	887,000	—	12,189
Christopher Ryan, Ph.D.	325,000	130,000	1,344,013	—	12,189	650,000	260,000	1,344,013	—	12,189
David Black(5)	711,473	—	—	2,120,869	12,189	750,000	—	—	1,060,434	12,189
Michael Slaney(5)	711,473	—	—	2,120,869	12,189	750,000	—	—	1,060,434	12,189

(1) In the event that one of the named executive officers 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 mid-point of the price range set forth on the cover page of this prospectus exceeded the aggregate exercise price of such awards as of December 31, 2010.

(3) Pursuant to the terms of the Amended and Restated CDP Warrant, upon the termination without cause or the resignation for good reason of either Mr. Black or Mr. Slaney, 50% of the unvested warrant shares will immediately vest and become exercisable. For the avoidance of doubt, in the event that both Messrs. Black and Slaney are terminated without cause or resign for good reason, 100% of the unvested warrant shares will immediately vest and become exercisable. The Amended and Restated CDP Warrant was issued to CDP in September 2009 in connection with the formation of Gevo Development, and was amended and restated in September 2010 in connection with the sale of the class B interests in Gevo Development from CDP to Gevo, Inc. CDP is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney, we have therefore attributed 50% of the value of the warrant acceleration to each of Messrs. Black and Slaney.

(4) Pursuant to the terms of the Amended and Restated CDP Warrant, upon a sale, issuance or transfer of 50% or more of the fully diluted shares of the company's common stock, a sale or transfer of all or substantially all of the assets of the company, or 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, 50% of the unvested warrant shares will immediately vest and become exercisable. As CDP is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney, we have attributed 50% of the value of the warrant acceleration to each of Messrs. Black and Slaney.

(5) The payments to which Messrs. Black and Slaney are entitled upon termination without cause or resignation for good reason vary depending upon whether or not an initial public offering has closed, as discussed above in the employment agreement summaries. However, for a termination occurring on December 31, 2010, the payments are determinable and will equal the individual's base salary payable from the date of the employment agreement through March 31, 2012, multiplied by a fraction with a numerator equal to the number of months remaining until March 31, 2012 and a denominator equal to 12.

CONFIDENTIAL 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 , 2011, 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 Chief Financial Officer).

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 2,489,880 shares of our common stock (with such total number of shares being adjusted for future stock splits, stock dividends, recapitalizations and other similar transactions), assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price . 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 expire, or are forfeited, cancelled, settled or become 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 stockholder 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 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 or 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 or 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 December 31, 2010, we had reserved an aggregate of 3,254,853 shares of our common stock for issuance pursuant to the 2006 Plan. As of December 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 2,894,265 shares of our common stock were outstanding at a weighted average exercise price per share of $2.83, and 171,931 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 or 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 during a period of time not to exceed 60 days following the termination of service, or such longer period as specified in the optionee’s option agreement. 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 during a period of time not to exceed six months following the termination of service, or such longer period as specified in the optionee’s option agreement. 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 plan to adopt and 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, received stockholder approval on   , and will become effective upon consummation of our initial public offering.

Share reserve

We expect that we will initially reserve 1,244,940 shares of our common stock for issuance under our 2010 employee stock purchase plan, assuming that 7,150,000 shares are sold in the offering and assuming a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus) (see "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering), subject to adjustment to reflect the actual offering price.

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 2010, 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 funds 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 the chairman of our board of 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 the chairman of our board of 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 the chairman of our board of 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 respective 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(1)	108,076	$ 2,369,020
Virgin Green Fund I, L.P.(2)	28,786	630,980

(1) In September 2010, Khosla Ventures I, LP exercised their warrant to purchase 108,076 shares of Series C preferred stock at a price of $5.48 per share.
(2) Shai Weiss is the chairman of our board of 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 the chairman of our board of 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

CDP GEVO, LLC

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. Prior to September 22, 2010, CDP Gevo, LLC, or CDP, which is beneficially owned 50% by David Black and 50% by Michael Slaney, was the sole owner of the class B interests, which comprise 10% of the outstanding equity interests of Gevo Development. Messrs. Black and Slaney have served as co-managing directors of Gevo Development since its formation in September 2009 and have served as Executive Vice Presidents, Upstream Business Development of Gevo, Inc. since September 2010.

Commercialization agreement and guaranty agreement

In September 2009, Gevo, Inc. and Gevo Development entered into a commercialization agreement with CDP pursuant to which CDP agreed to provide certain services to Gevo Development. Under the commercialization agreement, CDP received quarterly management fees and bonuses from Gevo Development upon the achievement of established milestones. These payments were guaranteed by Gevo, Inc. pursuant to a guaranty agreement entered into by Gevo, Inc. in September 2009. During 2009 and 2010, Gevo Development paid $528,000 and $716,000, respectively, in fees and bonuses to CDP under the commercialization agreement. The commercialization agreement and guaranty agreement were terminated in September 2010 in connection with CDP's sale of the class B interests in Gevo Development to Gevo, Inc.

Exchange agreement

In September 2009, Gevo, Inc. entered into an exchange agreement with CDP that governed the terms pursuant to which CDP's class B interests in Gevo Development would, in certain circumstances, convert into shares of common stock of Gevo, Inc. Under the terms of the exchange agreement, in the event that a termination event occurred at a time when none of the parties owned a production facility, CDP's class B interests would be forfeited without consideration. In the event of the closing of a fundamental event, as defined in the exchange agreement, including, without limitation, a change in control, initial public offering or sale or transfer of all or substantially all of the assets of Gevo, Inc., CDP's class B interests would convert into shares of Gevo, Inc.'s common stock based upon their relative values as of the closing date. The exchange agreement was terminated in August 2010, at which time none of the class B interests had been forfeited or converted.

Amended and restated 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. In September 2010, upon the consummation of Gevo, Inc.'s purchase of the class B interests from CDP, the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement would 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.

Equity purchase agreement and related transactions.

In September 2010, Gevo, Inc. became the sole owner of Gevo Development by acquiring 100% of the class B interests in Gevo Development, which comprise 10% of the outstanding equity interests of Gevo Development, from CDP pursuant to an equity purchase agreement. This equity purchase agreement, which was entered into in August 2010, provided that the purchase of the class B interests would close on the earlier of September 22, 2010, or the date Gevo, Inc. completed this offering. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1,143,000, (i) $500,000 of which was paid on September 22, 2010, (ii) $274,000 of which was paid on 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 equity purchase agreement. Upon the closing of the transactions contemplated by the equity purchase agreement, Gevo, Inc. amended and restated CDP's warrant agreement, as described above.

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 December 31, 2010, the holders of 17,212,463 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and shares of common stock issuable upon exercise of outstanding warrants, subject to adjustment to reflect the actual offering price, 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 "Capitalization—Conversion of our Series D-1 Preferred Stock" 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.

EXCLUSIVE SUPPLY AGREEMENT WITH LANXESS

On January 14, 2011, we entered into an exclusive supply agreement with LANXESS Inc. pursuant to which LANXESS Inc. has granted us the exclusive first right to supply LANXESS Inc. and its affiliates with certain of their requirements of bio-based isobutanol during the term. Our exclusive first right to supply bio-based isobutanol to LANXESS Inc. and its affiliates will be subject to the terms of a supply agreement to be mutually agreed upon by the parties at a later date, see "Business—Production and Distribution" above for additional information on the proposed terms of the supply agreement. Additionally, pursuant to the terms of the exclusive supply agreement we have granted LANXESS Inc., subject to certain exceptions and conditions, an exclusive right to acquire our bio-based isobutanol to (a) produce isobutylene and butenes for use and sale in the field of chemicals, (b) produce butadiene and isobutylene for use in the production of polybutadiene and butyl rubber, and (c) produce isobutylene for use in the production of polyisobutylene. The initial term of the mutual exclusivity is ten years, subject to mutual extension.

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.

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 2010 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."

Several of our investors, including LANXESS Corporation, Total Energy Ventures International, Khosla Ventures I, LP, Khosla Ventures III, LP, Virgin Green Fund I, L.P., Burrill Life Sciences Capital Fund III, L.P., Malaysian Life Sciences Capital Fund Ltd. and Osage University Partners Seed Fund, L.P., have committed to invest an additional $34 million in a private placement of our preferred stock in the event that this offering is not completed. As of January 14, 2011, these funds have been placed into escrow and will be drawn upon if we decide to close the private placement.

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 December 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 December 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 17,748,802 shares of common stock outstanding on December 31, 2010, which assumes the conversion of all of our outstanding shares of preferred stock into 16,588,145 shares of common stock in connection with the completion of this offering, based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price (see “Capitalization—Conversion of our Series D-1 Preferred Stock” 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 24,898,802 shares of our common stock outstanding immediately after the completion of this offering, assuming no exercise of the underwriters’ overallotment option.

Name and address of beneficial owner	Number of shares beneficially owned		Percentage of shares beneficially owned	
	Prior to the offering	After the offering	Prior to the offering	After the offering
5% Stockholders:				
Entities affiliated with Khosla Ventures(1)	6,668,983	6,668,983	37.6%	26.8%
Virgin Green Fund I, L.P.(2)	2,627,783	2,627,783	14.8%	10.5%
Total Energy Ventures International(3)	2,299,785	2,299,785	13.0%	9.2%
Burrill Life Sciences Capital Fund III, L.P.(4)	1,765,978	1,765,978	9.9%	7.1%
Malaysian Life Sciences Capital Fund Ltd.(5)	1,557,929	1,557,929	8.8%	6.3%
LANXESS Corporation	1,190,477	1,190,477	6.7%	4.8%
Named executive officers and directors:				
Patrick R. Gruber, Ph.D.(6)	806,915	806,915	4.3%	3.1%
Mark Smith(7)	89,720	89,720	*	*
Christopher Ryan, Ph.D.(8)	91,250	91,250	*	*
David Black(9)	518,375	518,375	2.8%	2.0%
Michael Slaney(9)	518,375	518,375	2.8%	2.0%
Shai Weiss(2)	2,627,783	2,627,783	14.8%	10.5%
Ganesh M. Kishore, Ph.D.(5)	1,557,929	1,557,929	8.8%	6.3%
Ron Commander, Ph.D.(10)	1,190,477	1,190,477	6.7%	4.8%
Véronique Hervouet(11)	—		—	
Carlos A. Cabrera(12)	12,413	12,413	*	*
Bruce A. Smith(12)	12,413	12,413	*	*
Stacy J. Smith(12)	12,413	12,413	*	*
All executive officers and directors as a group (fifteen persons)	7,276,996	7,276,996	37.03%	27.15%

* Represents beneficial ownership of less than 1% of the outstanding shares of our common stock.

(1) Includes 4,633,583 shares held by Khosla Ventures I, LP, 77,142 shares held by VK Services, LLC and 1,958,258 shares held by Khosla Ventures III, 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.

(footnotes continued on following page)

(4) The address for Burrill Life Sciences Capital Fund III, L.P. is One Embarcadero Center, Suite 2700, San Francisco, CA 94111.

(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 806,915 shares issuable pursuant to stock options exercisable within 60 days of December 31, 2010.

(7) Represents 89,720 shares issuable pursuant to stock options exercisable within 60 days of December 31, 2010.

(8) Represents 91,250 shares issuable pursuant to stock options exercisable within 60 days of December 31, 2010.

(9) Represents 518,375 shares that may be acquired pursuant to the exercise of a warrant held prior by CDP Gevo, LLC. CDP Gevo, LLC is beneficially owned 50% by Mr. Black and 50% by Mr. Slaney, each of whom may be held to have voting and dispositive power over 100% of the shares held by CDP Gevo, LLC. Messrs. Black and Slaney each disclaim beneficial ownership of shares held by CDP Gevo, LLC, except to the extent of their respective pecuniary interests therein. The address for CDP Gevo, LLC is 3811 Turtle Creek Blvd., Suite 750, Dallas, TX 75219.

(10) Includes 1,190,477 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.

(11) Excludes 2,299,785 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.

(12) Represents 12,413 shares issuable pursuant to stock options exercisable within 60 days of December 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 100,000,000 shares of common stock, $0.01 par value per share, and 5,000,000 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price. See "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of this offering.

As of December 31, 2010, there were outstanding:

- 17,748,802 shares of our common stock held by approximately 35 stockholders; and
- 2,894,265 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 December 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 “Capitalization—Conversion of our Series D-1 Preferred Stock” 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	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)
Series D-1 preferred stock	214,285(5)	8.40(6)	8/5/17(4)

(1) Warrant expires 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.
(4) Warrant expires upon the later of (i) the specified expiration date or (ii) five years after the completion of this offering. Warrant was originally issued for 105,140 shares.
(5) Reflects the maximum number of shares of common stock issuable upon the exercise of the underlying warrants on an as-converted basis, based upon a Series D-1 conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price.
(6) Reflects the exercise price per share of common stock on an as-converted basis, based upon a Series D-1 conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), subject to adjustment to reflect the actual offering price.

REGISTRATION RIGHTS

We are party to an investors' rights agreement which provides that holders of 17,212,463 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 a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and shares of common stock issuable upon the exercise of outstanding warrants, subject to adjustment to reflect the actual offering price, 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 "Capitalization—Conversion of our Series D-1 Preferred Stock" 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 the stockholders and not by a consent in writing, and that only our board of directors may call a special meeting of the 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 December 31, 2010, upon completion of this offering, 24,898,802 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 17,748,802 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, 248,988 shares immediately after this offering (or 259,713 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 may, in its 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 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 and estate 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 and estate 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 AND ESTATE 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 (but not the Medicare contribution tax for taxable years beginning after December 31, 2012) 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% 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 (but not the Medicare contribution tax for taxable years beginning after December 31, 2012) 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

Shares of our common stock that are 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 generally require, for payments made after December 31, 2012, withholding at a rate of 30% on dividends in respect of, and gross proceeds from the sale or other disposition 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 or other disposition 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%, 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.

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Underwriting

We are offering the shares of our common stock described in this prospectus through the underwriters named below. UBS Securities LLC, Piper Jaffray & Co. and Citigroup Global Markets Inc. 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	
Piper Jaffray & Co.	
Citigroup Global Markets Inc.	
Simmons & Company International	
Total	7,150,000

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 1,072,500 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 1,072,500 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 $4 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 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 may, in its 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 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 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 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 Securities 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 or 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 have applied to have our common stock approved for listing on The Nasdaq Global Market under the 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 include:

- 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 above. See “No Sales of Similar Securities.”

NOTICE TO INVESTORS

Notice to prospective investors in the 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;

- to fewer than 100 natural or legal persons or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 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 amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State; and the expression "2010 PD Amending Directive" means Directive 2010/73/EU. 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: (i) persons who are outside the United Kingdom; (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"); or (iii) 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 (i)-(iii) 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 France

Neither this prospectus nor any other offering material relating to the shares described in this prospectus has been submitted to the clearance procedures of the Autorité des Marchés Financiers or of the competent authority of another member state of the European Economic Area and notified to the Autorité des Marchés Financiers. The shares have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus nor any other offering material relating to the shares has been or will be:

- released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- used in connection with any offer for subscription or sale of the shares to the public in France.

Such offers, sales and distributions will be made in France only:

- to qualified investors (investisseurs qualifiés) or to a restricted circle of investors (cercle restreint d'investisseurs), in each case investing for their own account, all as defined in, and in accordance with articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French Code monétaire et financier;
- to investment services providers authorized to engage in portfolio management on behalf of third parties; or
- in a transaction that, in accordance with article L.411-2-II-1°-or-2°-or 3° of the French Code monétaire et financier and article 211-2 of the General Regulations (Règlement Général) of the Autorité des Marchés Financiers, does not constitute a public offer (appel public à l'épargne).

The shares may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French Code monétaire et financier.

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 subsidiaries 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.

The information contained in this prospectus relating to the estimated timing, cost and results of our GIFT™ retrofit process was derived from the reports of ICM, and has been included herein upon the authority of ICM as an expert.

The information contained in this prospectus relating to the testing of isobutanol's contribution to stress crack corrosion in pipeline materials was derived from the report of DNV Columbus, Inc., and has been included herein upon the authority of DNV Columbus, Inc. as an expert.

Where you can find additional information

We have filed with the SEC, 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.

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Gevo, Inc. and Subsidiaries
Englewood, Colorado

We have audited the accompanying consolidated balance sheets of Gevo, Inc. and its subsidiaries (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, except for Note 19, as to which the date is November 4, 2010

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Gevo, Inc. and Subsidiaries (A Development Stage Company)

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2008 AND 2009 AND SEPTEMBER 30, 2010 (UNAUDITED)

	December 31, 2008	December 31, 2009	September 30, 2010 (unaudited)	Pro Forma as of September 30, 2010 (Note 1) (unaudited)
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 9,635,000	$ 21,240,000	$ 22,516,000	
Accounts receivable	—	99,000	2,316,000	
Inventories	—	—	3,048,000	
Current portion of restricted certificate of deposit	40,000	40,000	40,000	
Prepaid expenses and other current assets	35,000	163,000	1,339,000	
Margin deposit	—	—	905,000	
Total current assets	9,710,000	21,542,000	30,164,000	
PROPERTY, PLANT AND EQUIPMENT—Net	3,132,000	4,632,000	23,930,000	
RESTRICTED CERTIFICATE OF DEPOSIT—Less current portion	159,000	119,000	79,000	
DEFERRED OFFERING COSTS	—	—	2,580,000	
DEBT ISSUE COSTS	—	—	1,007,000	
DEPOSITS AND OTHER ASSETS	93,000	90,000	90,000	
TOTAL	$ 13,094,000	$ 26,383,000	$ 57,850,000	
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Accounts payable and accrued expenses	$ 1,644,000	$ 2,521,000	$ 7,879,000	
Current portion of secured long-term debt—Net of $228,000, $0 and $115,000 discount at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively	1,769,000	—	1,286,000	
Derivative liability	—	—	535,000	
Fair value of warrant liabilities	—	982,000	3,003,000	—
Total current liabilities(*)	3,413,000	3,503,000	12,703,000	
SECURED LONG-TERM DEBT—Net of $485,000, $688,000 and $1,603,000 discount, less current portion, at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively	6,409,000	7,701,000	19,034,000	
OTHER LIABILITIES	114,000	96,000	1,071,000	
Total liabilities	9,936,000	11,300,000	32,808,000	
COMMITMENTS AND CONTINGENCIES (Note 17)				
STOCKHOLDERS' EQUITY				
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 September 30, 2010 (unaudited), respectively; 7,986,956, 12,603,439, and 14,613,602 shares issued and outstanding at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively; aggregate liquidation preference of $25,005,000, $57,504,000, and $90,660,000 at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively; no shares authorized, issued or outstanding pro forma (unaudited)	80,000	126,000	146,000	—
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 September 30, 2010 (unaudited), respectively; 1,164,072, 1,151,376 and 1,160,657 shares issued and outstanding at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively; 30,000,000 shares authorized, 17,748,802 shares issued and outstanding pro forma (unaudited)	12,000	12,000	12,000	177,000
Additional paid-in capital	26,203,000	57,382,000	102,878,000	105,862,000
Deficit accumulated during development stage	(23,137,000)	(42,437,000)	(77,994,000)	(77,994,000)
Total stockholders' equity	3,158,000	15,083,000	25,042,000	28,045,000
TOTAL	$ 13,094,000	$ 26,383,000	$ 57,850,000	

* Liabilities of the Company's consolidated subsidiaries for which creditors do not have recourse to the general credit of Gevo. Inc. were $0, $0 and $2,050,000 at December 31, 2008, 2009 and September 30, 2010 (unaudited), respectively, and are recorded within current liabilities.

See notes to consolidated financial statements

Gevo, Inc. and Subsidiaries (A Development Stage Company)

CONSOLIDATED STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED DECEMBER 31, 2007, 2008 AND 2009 AND NINE MONTHS ENDED SEPTEMBER 30, 2009 AND 2010 (UNAUDITED)

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Nine Months Ended September 30, 2009 (unaudited)	Nine Months Ended September 30, 2010 (unaudited)	From June 9, 2005 (Date of Inception) Through September 30, 2010 (unaudited)
REVENUES:						
Grant revenue	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 1,175,000	$ 2,418,000
Licensing revenue	—	—	—	—	138,000	138,000
Ethanol sales and related products	—	—	—	—	975,000	975,000
Total revenues	275,000	208,000	660,000	551,000	2,288,000	3,531,000
COST OF GOODS SOLD	—	—	—	—	(856,000)	(856,000)
GROSS MARGIN	275,000	208,000	660,000	551,000	1,432,000	2,675,000
OPERATING EXPENSES:						
Research and development	(3,699,000)	(7,376,000)	(10,508,000)	(6,730,000)	(11,432,000)	(34,078,000)
Selling, general and administrative	(2,601,000)	(6,065,000)	(8,699,000)	(5,685,000)	(19,114,000)	(36,906,000)
Lease termination costs	(894,000)	—	—	—	—	(894,000)
Loss on abandonment or disposal of assets	(243,000)	(78,000)	(22,000)	(10,000)	—	(343,000)
Total operating expenses	(7,437,000)	(13,519,000)	(19,229,000)	(12,425,000)	(30,546,000)	(72,221,000)
LOSS FROM OPERATIONS	(7,162,000)	(13,311,000)	(18,569,000)	(11,874,000)	(29,114,000)	(69,546,000)
OTHER (EXPENSE) INCOME:						
Interest expense	(140,000)	(1,385,000)	(1,103,000)	(798,000)	(1,448,000)	(4,076,000)
Interest and other income	76,000	154,000	277,000	247,000	96,000	624,000
Loss from change in fair value of warrant liabilities	—	—	(490,000)	(400,000)	(3,302,000)	(3,792,000)
Other expense—net	(64,000)	(1,231,000)	(1,316,000)	(951,000)	(4,654,000)	(7,244,000)
NET LOSS	(7,226,000)	(14,542,000)	(19,885,000)	(12,825,000)	(33,768,000)	(76,790,000)
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	—	—	—	—	(1,789,000)	(1,789,000)
NET LOSS ATTRIBUTABLE TO GEVO, INC. COMMON STOCKHOLDERS	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (12,825,000)	$ (35,557,000)	$ (78,579,000)
Net loss per share attributable to Gevo, Inc. common stockholders—basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (11.70)	$ (31.12)	
Weighted average number of common shares outstanding—basic and diluted	976,909	1,051,848	1,100,294	1,096,095	1,142,498	
Pro forma net loss per share attributable to Gevo, Inc. common stockholders—basic and diluted (unaudited)			$ (1.62)		$ (1.89)	
Pro forma weighted average common shares outstanding—basic and diluted (unaudited)			11,966,689		16,136,629	

See notes to consolidated financial statements

Gevo, Inc. and Subsidiaries (A Development Stage Company)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	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)

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Gevo, Inc. and Subsidiaries (A Development Stage Company)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY — (Continued)

	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)	1,902,087	19,000			26,801,000		26,820,000
Beneficial conversion feature—Series D-1 (unaudited)					5,744,000		5,744,000
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock (unaudited)					1,789,000	(1,789,000)	—
Stock issuance costs (unaudited)					(153,000)		(153,000)
Stock-based compensation (unaudited)					9,250,000		9,250,000
Forfeiture of restricted common stock (unaudited)			(22,266)				—
Exercise of stock options to common stock (unaudited)			31,547		16,000		16,000
Issuance of Series C preferred stock upon exercise of warrant (unaudited)	108,076	1,000			2,049,000		2,050,000
Net loss for the nine months ended September 30, 2010 (unaudited)						(33,768,000)	(33,768,000)
BALANCE—September 30, 2010 (unaudited)	14,613,602	$146,000	1,160,657	$ 12,000	$102,878,000	$ (77,994,000)	$ 25,042,000

See notes to consolidated financial statements

Gevo, Inc. and Subsidiaries (A Development Stage Company)

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2007, 2008 AND 2009 AND THE NINE MONTHS ENDED SEPTEMBER 30, 2009 AND 2010 (UNAUDITED)

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2010	Cumulative Amounts From June 9, 2005 (Date of Inception) Through September 30, 2010
				(unaudited)	(unaudited)	(unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net loss	$ (7,226,000)	$ (14,542,000)	$ (19,885,000)	$ (12,825,000)	$ (33,768,000)	$ (76,790,000)
Adjustments to reconcile net loss to net cash used in operating activities:						
Depreciation and amortization	240,000	678,000	1,511,000	830,000	2,173,000	4,677,000
Stock-based compensation	55,000	207,000	945,000	258,000	9,250,000	10,459,000
Stock expense for shares issued pursuant to license agreements	10,000	—	—	—	—	10,000
Noncash interest expense and amortization of debt discounts and debt issue costs to noncash interest expense	54,000	1,102,000	235,000	174,000	573,000	1,964,000
Loss from change in fair value of warrant liabilities	—	—	490,000	400,000	3,302,000	3,792,000
Gain from change in derivative	—	—	—	—	(70,000)	(70,000)
Loss on abandonment or disposal of fixed assets	243,000	78,000	22,000	10,000	—	343,000
Changes in operating assets and liabilities (net of effects of acquisition):						
Accounts receivable	(33,000)	33,000	(99,000)	(94,000)	(219,000)	(318,000)
Prepaid expenses and other current assets	(253,000)	247,000	(128,000)	(189,000)	146,000	(18,000)
Inventories	—	—	—	—	522,000	522,000
Margin deposit	—	—	—	—	(13,000)	(13,000)
Deposits and other assets	(205,000)	147,000	4,000	4,000	1,000	(88,000)
Accounts payable, accrued expenses, and long-term liabilities	1,246,000	309,000	806,000	356,000	2,233,000	4,799,000
Net cash used in operating activities	(5,869,000)	(11,741,000)	(16,099,000)	(11,076,000)	(15,870,000)	(50,731,000)
CASH FLOWS FROM INVESTING ACTIVITIES:						
Acquisitions of property, plant and equipment	(1,341,000)	(2,360,000)	(2,982,000)	(1,386,000)	(472,000)	(7,906,000)
Acquisition of Agri-Energy, net of cash acquired	—	—	—	—	(24,378,000)	(24,378,000)
Proceeds from the sale of property and equipment	—	5,000	—	—	—	5,000
Restricted certificate of deposit	(218,000)	40,000	40,000	40,000	40,000	(119,000)
Net cash used in investing activities	(1,559,000)	(2,315,000)	(2,942,000)	(1,346,000)	(24,810,000)	(32,398,000)

Gevo, Inc. and Subsidiaries (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	Nine Months Ended September 30, 2009 (unaudited)	Nine Months Ended September 30, 2010 (unaudited)	Cumulative Amounts From June 9, 2005 (Date of Inception) Through September 30, 2010 (unaudited)
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	32,500,000	31,564,000	86,025,000
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	17,500,000	26,578,000
Proceeds from issuance of warrants	—	—	—	—	—	1,000
Proceeds from exercise of warrants	—	—	—	—	592,000	592,000
Payment of principal and final payment on secured long-term debt	—	(521,000)	(622,000)	(622,000)	(5,250,000)	(6,393,000)
Deferred offering costs	—	—	—	—	(1,351,000)	(1,351,000)
Debt issue costs	—	—	—	—	(962,000)	(962,000)
Payment of stock issuance costs	(82,000)	(210,000)	(1,346,000)	(1,346,000)	(153,000)	(1,867,000)
Net cash provided by financing activities	6,486,000	23,628,000	30,646,000	30,646,000	41,956,000	105,645,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(942,000)	9,572,000	11,605,000	18,224,000	1,276,000	22,516,000
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	$ 27,859,000	$ 22,516,000	$ 22,516,000
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	$ 203,000	$ 177,000	$ 749,000
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

Gevo, Inc. and Subsidiaries (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	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2010	Cumulative Amounts From June 9, 2005 (Date of Inception) Through September 30, 2010
				(unaudited)	(unaudited)	(unaudited)
Issuance of Series C preferred stock upon exercise of warrant (amount reclassified from liability to equity)	$ —	$ —	$ —	$ —	$ 1,458,000	$ 1,458,000
Issuance of Series D-1 preferred stock to ICM in exchange for a credit against future services	$ —	$ —	$ —	$ —	$ 1,000,000	$ 1,000,000
Accrued Agri-Energy acquisition payment	$ —	$ —	$ —	$ —	$ 642,000	$ 642,000
Deemed dividend—amortization of beneficial conversion feature on Series D-1 convertible preferred stock	$ —	$ —	$ —	$ —	$ 1,789,000	$ 1,789,000
Capital asset additions in accounts payable and accrued expenses	$ —	$ —	$ 52,000	$ 1,135,000	$ 313,000	$ 313,000
Accrued debt issue costs	$ —	$ —	$ —	$ —	$ 71,000	$ 71,000
Accrued deferred offering costs	$ —	$ —	$ —	$ —	$ 1,229,000	$ 1,229,000
SUPPLEMENTAL CASH FLOW DISCLOSURE—Cash paid for interest	$ 86,000	$ 283,000	$ 868,000	$ 625,000	$ 771,000	$ 2,008,000

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

1. Nature of Business and Significant Accounting Policies

Nature of Business—Gevo, Inc. and its subsidiaries (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 6). As of September 30, 2010, Gevo Development is a wholly owned subsidiary of Gevo, Inc. Gevo Development purchased all of the membership interests of Agri-Energy, LLC and certain assets of Agri-Energy Limited Partnership, collectively referred to as Agri-Energy, on September 22, 2010 (Note 2). Agri-Energy is currently engaged in the business of producing and selling ethanol and related products through an ethanol plant located in Luverne, Minnesota. Agri-Energy is a wholly owned subsidiary of Gevo Development, LLC.

At September 30, 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.

Following the Company's acquisition of Agri-Energy on September 22, 2010, the Company records revenue from the sale of ethanol and related products. Since the production of ethanol is not the Company's intended business, the Company will continue to report as a development stage company until it begins to generate revenue from the sale of isobutanol or other products that are or become the Company's intended business.

Financial Condition—The Company's 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 nine months ended September 30, 2010, the Company incurred a consolidated net loss of $33,768,000 and had an accumulated deficit of $77,994,000. 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 September 30, 2010 totaled $22,516,000.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

Management expects that the anticipated net proceeds from this offering and cash on hand 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 the Company's significant accounting policies is as follows:

Unaudited Interim Financial Information—The interim consolidated financial statements and related disclosures as of September 30, 2010, for the nine months ended September 30, 2009 and 2010, and for the cumulative period from June 9, 2005 (date of inception) to September 30, 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 September 30, 2010, the results of its operations and its cash flows for the nine months ended September 30, 2009 and 2010, and for the cumulative period from June 9, 2005 (date of inception) to September 30, 2010. The financial data and other information disclosed in these notes to the consolidated financial statements as of September 30, 2010, for the nine months ended September 30, 2009 and 2010, and for the period from June 9, 2005 (date of inception) to September 30, 2010 are unaudited. The results of operations for the nine months ended September 30, 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 September 30, 2010 reflects the automatic conversion of all outstanding shares of convertible preferred stock as of that date into 16,588,145 shares of common stock and the reclassification of the preferred stock warrant liability of $3,003,000 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 a one for one basis for all series of preferred stock, except for the Series D-1 preferred stock. Pursuant to the terms of the Series D-1, if the offering or qualified financing had closed on or prior to December 31, 2010, the conversion price of the Series D-1 would have been adjusted to an amount equal to 75% of the offering price per share or price per share paid by investors in an offering or qualified financing. As that time period has already past without the closing of an offering or qualified financing, for presentation purposes, the Company has assumed that an offering or qualified financing will close between January 1, 2011 and September 30, 2011. Pursuant to the terms of the Series D-1, if an offering or qualified financing closes during this time period, the conversion price of the Series D-1 will be adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in the qualified financing, which, based on an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, results in a conversion rate of 2.03810 shares of common stock for each share of Series D-1 preferred stock. For pro forma purposes, this conversion rate of 2.03810 is used as if such conversion has occurred at the beginning of each period or upon issuance of the Series D-1 preferred stock, if later. See Note 10 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 qualified 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, and to remove the deemed dividend associated with the amortization of the beneficial conversion feature on Gevo, Inc.'s Series D-1 preferred stock.

Principles of Consolidation—The consolidated financial statements include the accounts of Gevo, Inc., Gevo Development and Agri-Energy. Gevo, Inc. controlled 90% of the voting rights of Gevo Development from its formation in September 2009 until September 2010 when Gevo Development became a wholly owned subsidiary of Gevo, Inc. Upon closing of the Agri-Energy acquisition, Agri- Energy became a wholly owned subsidiary of Gevo Development. 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, fluctuations in operating results, fluctuations in prices of corn, distiller's grains, natural gas liquids and ethanol, 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. The Company maintains its cash in bank deposits that at times exceed federally insured limits.

Restricted Certificate of Deposit—The Company maintained a certificate of deposit in the amount of $119,000, as of September 30, 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.

Debt Issue Costs—Debt issue costs are costs incurred in connection with the Company obtaining financing that have been capitalized and are being amortized over the expected maturity period of the related debt, using the effective interest method.

Accounts Receivable—The Company records receivables for products shipped but for which payment has not yet been received. As of December 31, 2008, December 31, 2009 and September 30, 2010 (unaudited), no allowance for doubtful accounts has been recorded, based upon the expected full collection of the accounts receivable. Substantially all ethanol sold through the Company's Agri-Energy subsidiary from the date of the acquisition through September 30, 2010 was sold to C&N Ethanol Marketing (C&N). Accounts receivables from C&N made up 93% of our total accounts receivable balance at September 30, 2010.

Inventories—Corn, ethanol, distiller's grains, enzymes and other inventory items are stated at the lower of cost or market value. Cost is determined by the first-in, first-out method. Ethanol inventory cost consists of the applicable share of raw material, direct labor and manufacturing overhead costs.

Revenue Recognition—Prior to the Company's acquisition of Agri-Energy on September 22, 2010, substantially all of its revenue related to government research grants and cooperative agreements. Revenue under these research grants and cooperative agreements is recognized in the period during which the related costs are incurred, provided that the conditions under the awards have been met and only perfunctory obligations are outstanding. The Company expects the revenue from research grants and cooperative agreements will continue through at least the next twelve months.

After consummation of the Agri-Energy acquisition, the Company began recording revenue from the sale of ethanol and related products. The Company recognizes revenue 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 or determinable; and collectability 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.

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 $15,000 for the period from September 23, 2010 to September 30, 2010 (unaudited).

Investment in Commodities Contracts, Derivative Instruments and Hedging Activities—The Company enters into forward purchase contracts for corn and natural gas as a means of securing corn and natural gas used in ethanol production. The Company also enters into exchange traded futures contracts for corn as a means of managing exposure to changes in corn prices. 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 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, except for the Company's demonstration plant equipment and capitalized costs, which are depreciated over the remaining contractual term of the development agreement, as amended, with ICM, Inc. (ICM) which ends December 31, 2011 (Note 5). 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. Periodically, the plant or a 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. These costs are expensed or capitalized based upon the nature of the costs.

Impairment of Long-Lived Assets—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 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. 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 September 30, 2010. The Company has recorded lease termination costs and losses on abandonment or disposal of assets as described in Notes 3 and 17.

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 selling, 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 September 30, 2010, were $510,000, $598,000, $743,000, and $2,609,000, respectively. Patent-related legal expenses incurred and recorded as selling, general and administrative expense for the nine months ended September 30, 2009 and 2010 were $480,000 and $638,000, 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 10). 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 10).

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 includes personnel costs, consultants and related contract research, facility costs, supplies, depreciation on property, plant 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 14). 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, 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 September 30, 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 estimates the fair value of stock options issued to employees using a Black-Scholes option-pricing model. 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*).

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

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, and for the nine months ended September 30, 2010, were estimated using the following assumptions. No stock options were granted during the nine months ended September 30, 2009.

	Options Granted in Year 2007	Options Granted in Year 2008	Options Granted in Year 2009	Options Granted During the Nine Months Ended September 30, 2010
Risk-free interest rate	4.43%	1.92%–4.43%	2.15%–2.55%	1.85%–2.53%
Expected dividend yield	None	None	None	None
Expected volatility factor	70%	70%–75%	76%–80%	76%–80%
Expected option life (in years)	6.25–6.50	4.87–6.08	5.08–6.07	5.00–6.08
Expected forfeitures	5%	0%–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 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 September 30, 2010, the Company had a single share-based compensation plan (Notes 10 and 13).

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. Substantially all ethanol sold through the Company's Agri-Energy subsidiary from the date of acquisition through September 30, 2010 was sold to C&N.

Fair Value Measurements and Fair Value of Financial Instruments—Accounting standards define fair value, outline a framework for measuring fair value, and detail the required disclosures about fair value

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

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 September 30, 2010 (unaudited) there were no transactions measured at fair value on a nonrecurring basis. The following table shows assets and liabilities measured at fair value on a recurring basis as of December 31, 2009 and September 30, 2010 (unaudited) and the input categories associated with those assets and liabilities.

There were no assets or liabilities measured at fair value as of December 31, 2008.

	Fair Value as of December 31, 2009	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
Liabilities—fair value of warrant liabilities	$ (982,000)	$ —	$ —	$ (982,000)
	September 30, 2010 (unaudited)			
Liabilities—fair value of warrant liabilities	$ (3,003,000)	$ —	$ —	$(3,003,000)
Exchange-traded derivatives	(523,000)	(523,000)	—	—
Fixed price natural gas derivatives	(7,000)	—	(7,000)	—
Forward purchase contracts for corn	$ (5,000)	$ —	$(5,000)	$ —

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

The changes in Level 3 liabilities measured at fair value on a recurring basis for the year ended December 31, 2009, and the nine months ended September 30, 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	203,000
Change in fair value of warrants	400,000
Balance—September 30, 2009	$ 892,000
Change in fair value of warrants	90,000
Balance—December 31, 2009	$ 982,000
Initial measurement of warrants issued during the period	177,000
Change in fair value of warrants (unaudited)	3,302,000
Warrants exercised during the period and liability reclassified to additional paid-in-capital	(1,458,000)
Balance—September 30, 2010 (unaudited)	$ 3,003,000

The change in fair value of warrants of $490,000, $400,000, and $3,302,000 for the year ended December 31, 2009, and for the nine months ended September 30, 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 11 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, receivables, 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 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 other market factors, the carrying value of the Company's debt obligations approximate their fair value.

The fair value of exchange-traded derivative instruments is based on quoted market prices. The fair value of forward purchase contracts for natural gas and corn 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 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 11. 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 down-round protection (Note 11).

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.

Environmental Liabilities—The Company's operations are subject to environmental laws and regulations adopted by various governmental authorities in the jurisdictions 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 have been recorded as of September 30, 2010.

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.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

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	Nine Months Ended September 30, 2009 (unaudited)	Nine Months Ended September 30, 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)	$ (12,825,000)	$ (35,557,000)
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	1,096,095	1,142,498
Net loss per share of common stock attributable to Gevo, Inc. stockholders—basic and diluted	$ (7.40)	$ (13.83)	$ (18.07)	$ (11.70)	$ (31.12)
Pro forma net loss per share (unaudited):					
Numerator:					
Net loss attributable to Gevo, Inc. common stockholders			$ (19,885,000)		$ (35,557,000)
Add back: deemed dividend— amortization of the beneficial conversion feature on Series D-1 convertible preferred stock (unaudited)			—		1,789,000
Add back: loss on change in fair value of warrant liabilities (unaudited)			490,000		3,302,000
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)		$ (30,466,000)
Denominator:					
Basic and diluted weighted-average common shares, as used above			1,100,294		1,142,498
Add: pro forma adjustment to reflect weighted-average of assumed conversion of convertible preferred stock(1)			10,866,395		14,994,131
Weighted-average shares used in computing pro forma basic and diluted net loss per common share			11,966,689		16,136,629
Pro forma net loss per share of common stock attributable to Gevo, Inc. stockholders—basic and diluted			$ (1.62)		$ (1.89)

(1) Pro forma calculation computed on an as-converted basis using a one-to-one conversion rate for all series of preferred stock, except for the Series D-1 preferred stock where the company has used a conversion rate of 2.03810 as if such conversion has occurred at the beginning of each period or upon issuance of the Series D-1 preferred stock, if later. The conversion rate of 2.03810 shares of common stock for each share of Series D-1 preferred stock is based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, for all periods presented. See "Capitalization—Conversion of our Series D-1 Preferred Stock" for conversion ratio adjustments that may be applicable upon future events, such as the completion of an initial public offering or qualified financing.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

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	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2010
				(unaudited)	(unaudited)
Convertible preferred stock upon conversion to common stock (as converted basis)(1)	4,884,766	7,986,956	12,603,439	12,603,439	16,588,145
Warrants to purchase convertible preferred stock (as converted basis)(1)	28,848	250,693	306,109	306,109	412,318
Warrants to purchase common stock (at period-end)	—	—	858,000	858,000	858,000
Outstanding stock options to purchase common stock (at period-end)	1,110,907	1,876,134	2,547,592	1,842,205	2,894,265
Unvested restricted common stock (at period-end)	153,121	86,971	35,807	56,501	7,292
Total	6,177,642	10,200,754	16,350,947	15,666,254	20,760,020

(1) The convertible preferred stock and convertible preferred stock warrants were computed on an as-converted basis using a one-to-one conversion rate for all series of preferred stock, except for the Series D-1 preferred stock where the company has used a conversion rate of 2.03810 as if such conversion has occurred at the beginning of each period or upon issuance of the Series D-1 preferred stock, if later. The conversion rate of 2.03810 shares of common stock for each share of Series D-1 preferred stock is based on a Series D-1 preferred stock conversion price that is 60% of an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), and subject to adjustment to reflect the actual offering price, for all periods presented. See “Capitalization—Conversion of our Series D-1 Preferred Stock” for conversion ratio adjustments that may be applicable upon future events, such as the completion of an initial public offering or qualified financing.

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

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

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. Acquisition of Agri-Energy

In August 2010, the Company entered into an acquisition agreement pursuant to which it 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. In September 2010, the Company consummated the transactions contemplated by the acquisition agreement, and acquired ownership of a 22 MGPY ethanol production facility located in Luverne, Minnesota, which it plans to retrofit for isobutanol production. The Company paid a purchase price of approximately $20,685,000. In addition, the Company acquired and paid for $4,919,000 in estimated working capital, resulting in a total amount paid of $25,604,000. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provided for an aggregate of approximately $3,560,000 to be placed into escrow as security for deficiencies in working capital and seller indemnification obligations.

The acquisition of Agri-Energy was completed as part of the Company's strategy of acquiring access to ethanol production facilities for future retrofit to produce isobutanol. The purchase price paid may be adjusted based on Agri-Energy's final closing balance sheet, deliverable to the Company within 60 days after the closing date, and any seller indemnification obligations. The acquisition was completed and

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Gevo Development acquired effective control of Agri-Energy on September 22, 2010. The assets acquired and liabilities assumed, and the results of Agri-Energy's operations for the period from September 23, 2010 through September 30, 2010, are reflected in the Company's consolidated financial statements as of and for the nine months ended September 30, 2010. The acquisition was accounted for under the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. The acquisition method of accounting requires, among other things, that all assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date.

The following table summarizes the estimated fair value of the assets acquired and liabilities assumed as of the acquisition date:

Assets acquired:	
Cash	$ 585,000
Receivables	1,999,000
Inventory	3,570,000
Other current assets	1,256,000
Property, plant and equipment	20,685,000
Total assets acquired	28,095,000
Liabilities assumed:	
Accounts payable and accrued expenses	1,843,000
Other current liabilities	648,000
Total liabilities assumed	2,491,000
Net assets acquired	$ 25,604,000

The amounts above are preliminary purchase price allocations. The acquisition was completed on September 22, 2010 and the Company expects to finalize the purchase price allocations during the fourth quarter of 2010. The Company believes the final allocations will not materially impact the preliminary amounts shown above. The Company has taken certain actions and incurred certain costs associated with the transaction prior to the acquisition date. Such costs are estimated to be $1,105,000 and are recorded as selling, general and administrative expense. These costs primarily consist of legal and accounting fees.

The revenue and income from operations relating to Agri-Energy for the period from September 23, 2010 through September 30, 2010 was $975,000 and $36,000, respectively.

Pro forma results of operations as if the acquisition of Agri-Energy had occurred on January 1, 2009 are as follows (unaudited):

	Year Ended December 31, 2009	Nine Months Ended September 30, 2010
Revenues	40,768,000	32,782,000
Loss from operations	(17,669,000)	(27,599,000)
Net loss	(20,935,000)	(33,607,000)

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3. Property, Plant and Equipment

A summary of property, plant and equipment by classification is as follows:

	Estimated Useful Lives	December 31, 2008	December 31, 2009	September 30, 2010 (unaudited)
Computer and office equipment	3 years	$ 264,000	$ 287,000	$ 431,000
Furniture and fixtures	5 years	44,000	37,000	42,000
Lab equipment	5 years	2,562,000	2,950,000	3,299,000
Leasehold improvements	See Note 1	374,000	380,000	380,000
Pilot plant	3 years	710,000	710,000	721,000
Demonstration plant	See Note 1	—	2,587,000	2,887,000
Vehicle	5 years	28,000	28,000	32,000
Software	3 years	100,000	94,000	119,000
Construction in progress	—	—	—	26,000
Land	—	—	—	410,000
Buildings and site improvements	15 years	—	—	9,615,000
Plant machinery and equipment	10 years	—	—	10,530,000
Tools and support equipment	5 years	—	—	52,000
Total property, plant and equipment		4,082,000	7,073,000	28,544,000
Less accumulated depreciation and amortization		(950,000)	(2,441,000)	(4,614,000)
Property, plant and equipment—net		$ 3,132,000	$ 4,632,000	$ 23,930,000

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 $4,677,000 for the period from June 9, 2005 (date of inception) through September 30, 2010. Depreciation and amortization expense was $830,000 and $2,173,000 for the nine months ended September 30, 2009 and 2010.

During the year ended December 31, 2007, the Company terminated its office lease at its facility in Monrovia, California (Note 17) and recorded a loss on abandonment or disposal of fixed assets of $243,000 related to leasehold improvements assets at the facility.

During the year ended December 31, 2008, the Company terminated its office lease at its facility in Pasadena, California (Note 17) and recorded a loss on abandonment or disposal of fixed assets of $78,000 related to property and equipment that was sold or abandoned.

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4. Inventories

Inventory balances consisted of the following:

	September 30, 2010 (Unaudited)
Corn	$ 2,134,000
Ethanol	300,000
Distiller’s grains	43,000
Work in process	128,000
Enzymes and other inputs	99,000
Spare parts	344,000
Total inventory	$ 3,048,000

The Company had no balance for inventories prior to the acquisition of Agri-Energy on September 22, 2010. No lower of cost or market adjustment was recorded for the nine months ended September 30, 2010 (unaudited).

Included in the cost of ethanol inventory is depreciation of $38,000 for the period from September 23, 2010 to September 30, 2010 (unaudited).

5. 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 St. 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 was originally effective through December 31, 2010, and was amended in July 2010 to extend the effective date through December 31, 2011. The development agreement can be terminated by the Company with 30 days’ written notice. During the year ended December 31, 2009, and the nine months ended September 30, 2010, the Company incurred $2,587,000 and $300,000, respectively, in capital expenditures that are recorded as property, plant and equipment in the Company’s balance sheets, which includes equipment, plant modifications, engineering, installations, and construction services costs. The Company incurred operating expenses paid to ICM for production trials at the demonstration plant and 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.

The term of the commercialization agreement is through October 16, 2018, and outlines the terms and fees under which ICM acts as the Company’s exclusive provider for engineering and construction services for commercial plants utilizing dry-milled feedstocks of corn or grain sorghum that are commissioned by the Company. Also, under the commercialization agreement, the Company is ICM’s exclusive technology

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partner for the production of butanols, pentanols, and propanols from the fermentation of sugars. In addition to amounts recorded under the development agreement noted above, the Company also engaged ICM to perform engineering studies, plant evaluations and other services.

Expenses incurred by the Company under its development, commercialization and other agreements with ICM are as follows:

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2010	Cumulative Amounts From June 9, 2005 (Date of Inception) Through September 30, 2010
				(unaudited)	(unaudited)	(unaudited)
Research and development	$ —	$ 30,000	$ 1,353,000	$ 628,000	$ 1,885,000	$ 3,268,000
Selling, general and administrative	—	—	12,000	—	80,000	92,000
Total	$ —	$ 30,000	$ 1,365,000	$ 628,000	$ 1,965,000	$ 3,360,000

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 March 2010, the Company completed milestone number three and recorded the related milestone amount of $2,000,000 to research and development expense at its present value amount of $1,578,000 because the milestone payment will be paid over a period greater than twelve months from the date it was incurred. At September 30, 2010, the milestone payment of $2,000,000 was recorded as a total liability of $1,682,000 net of a discount of $318,000, of which $682,000 was recorded in accounts payable and accrued expenses, and $1,000,000 was recorded in other liabilities, on the Company’s balance sheet, which will be paid during the years ended December 31, 2011 and 2012. The accretion of the liability from March 2010 to September 30, 2010 of $104,000 was recorded to interest expense.

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 selling, 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 Regents' right to either (i) reduce the license to a non-exclusive license or (ii) terminate specific rights in the event that the 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 selling, 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 selling, general and administrative expense. For the nine months ended September 30, 2009, the Company incurred costs of $219,000 under the license agreement, of which $212,000 was recorded as selling, general and administrative expense and $7,000 was recorded as research and development expense. For the nine months ended September 30, 2010, the Company incurred costs of $39,000 under the license agreement, of which $34,000 was recorded as selling, general and administrative expense and $5,000 was recorded as research and development expense. For the period from June 9, 2005 (date of inception) to September 30, 2010, the Company incurred costs of $461,000 under the agreement of which $163,000 were recorded as research and development expense and $298,000 were recorded as selling, 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 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 payment of $20,000, which was recorded as research and development expense.

During 2010, the agreement was further amended to extend the right to improvements through July 12, 2013, in exchange for a payment of $40,000, which was recorded as research and development expense. For the period from June 9, 2005 (date of inception) to September 30, 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 selling, 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 feedstocks. The Company has certain rights in any 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 nine months ended September 30, 2009 and 2010, the Company recorded $600,000 and $225,000, respectively, as research and development expense under this agreement. For the period from June 9, 2005 (date of inception) to September 30, 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, the Company incurred €287,000 ($424,000) of research and development expense under this agreement. For the nine months ended September 30, 2009 and 2010, the Company incurred €178,000 ($253,000) and €246,000 ($332,000), respectively, of research and development expense under this agreement. No milestones have been met or paid under this agreement as of September 30, 2010. For the period of June 9, 2005 (date of inception) to September 30, 2010, the Company incurred €533,000 ($756,000) 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 with 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 nine months ended September 30, 2010, the Company recorded $9,000 and $208,000 respectively, of research and development expense under this agreement. For the period of June 9, 2005 (date of inception) to September 30, 2010, the Company recorded $217,000 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 generally recorded as research and development expense as incurred.

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 September 30, 2010, were $275,000, $208,000, $660,000, and $2,418,000, respectively. For the nine months ended September 30, 2009 and 2010, the Company recorded revenues of $551,000 and $1,175,000, respectively, related to these grants and cooperative agreements.

Ethanol Marketing Agreement—Substantially all ethanol sold through our Agri-Energy subsidiary from the date of the acquisition through September 30, 2010 was sold to C&N pursuant to an ethanol purchase and marketing agreement. The ethanol purchase and marketing agreement with C&N is effective through March 31, 2011 and automatically renews for subsequent one year terms unless either party terminates the agreement 60 days before the end of a term. Under the terms of the agreement, C&N will market substantially all of Agri-Energy's ethanol production from the Luverne, MN facility and will pay to Agri-Energy the gross sales price paid by the end customer less expenses and a 1% marketing fee.

6. Gevo Development

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, Inc. currently owns 100% of the outstanding equity interests of Gevo Development as a wholly owned subsidiary. Gevo Development has two classes of membership interests outstanding. Gevo, Inc. is the sole owner of the class A interests. Prior to September 22, 2010, CDP Gevo, LLC (CDP), which is beneficially owned by the two co-managing directors of Gevo Development, was the sole owner of the class B interests, which comprise 10% of the outstanding equity interests of Gevo Development. In September 2010, Gevo, Inc. became the sole owner of Gevo Development by acquiring 100% of the class B interests in Gevo Development from CDP pursuant to an equity purchase agreement. In exchange for the class B interests, CDP will receive aggregate consideration of up to approximately $1,143,000, $500,000 of which was paid on September 22, 2010, $274,000 of which will be paid on 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 original issuance of the class B interests was considered to be a grant of non-employee stock compensation. As vesting of the awards was dependent on counterparty performance conditions (the acquisition and retrofit of a biorefinery plant), no compensation expense had been recorded prior to September 22, 2010 because the lowest aggregate fair value of the awards was zero. Upon the purchase of the class B interests on September 22, 2010, the Company recorded stock compensation of $774,000, which reflected the amount paid or to be paid for the class B interests that was not dependent on counterparty performance. The Company will record the remaining amount, which is dependent on continued employment, when it is paid.

Gevo, Inc. made capital contributions of $750,000 and $15,978,000 (which includes $12,700,000 of cash used in the purchase of Agri-Energy), to Gevo Development during the year ended December 31, 2009, and during the nine months ended September 30, 2010, respectively. No capital contributions had been made by CDP through September 21, 2010. For the year ended December 31, 2009, and for the nine months ended September 30, 2010, Gevo Development (including Agri-Energy after September 22, 2010, the closing date of the acquisition) incurred a net loss of $731,000 and $2,684,000, respectively, which has been fully allocated to Gevo, Inc.'s capital contribution account based upon its capital contributions. For financial reporting purposes prior to September 22, 2010, the income or loss allocated

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to the members of Gevo Development was 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, as amended. The LLC Agreement was amended on August 5, 2010.

Amended and Restated Warrant Agreement—The warrant agreement details the terms upon which Gevo, Inc. has granted a warrant, as amended, 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 were initially unvested and vested in increments upon the achievement of specific performance milestones. No amounts had been recorded for these warrants in the Company's consolidated statements of operations through September 21, 2010, as none of the counterparty performance milestones had been met; therefore, the lowest aggregate fair value of the award was zero.

On September 22, 2010, the beneficial owners of the equity interests of CDP became employees of Gevo, Inc. and the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement would 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, such as the occurrence of a change of control event. The Company valued the warrant at approximately $13,956,000 on September 22, 2010, recognized 50% of this amount as stock based compensation on September 22, 2010. The Company will recognize the remaining 50% over the 24 month vesting period beginning on September 22, 2010.

When Gevo Development was formed in September 2009, Gevo, Inc., Gevo Development and CDP also entered into the following related agreements: a commercialization agreement, a guaranty agreement and an exchange agreement. As of September 30, 2010, the commercialization agreement, the guaranty agreement and the exchange agreement have all been terminated.

Commercialization Agreement—The commercialization agreement was terminated on September 22, 2010. The commercialization agreement set forth the services that Gevo, Inc. and CDP were to provide to Gevo Development. Gevo Development compensated CDP for its services through a quarterly management fee and the payment of bonuses upon achievement of established milestones. CDP was also 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 originally vested upon achievement of specific milestones and was amended on September 22, 2010. See description above under the heading *Warrant Agreement*. During the year ended December 31, 2009, and the nine months ended September 30, 2010, Gevo Development recorded $528,000 and $716,000, respectively, in fees and bonuses to CDP, which amounts have been recorded as selling, general and administrative costs on the statements of operations.

Guaranty Agreement—The guaranty agreement was terminated on September 22, 2010. 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. 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 was limited to Gevo Development's payment obligations arising under the commercialization agreement during the term of the guaranty agreement only.

Exchange Agreement—The exchange agreement was terminated on August 5, 2010. As described in the exchange agreement, if, upon a termination event, none of the parties owned a production facility, the class B interests would be immediately forfeited without consideration. 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 would convert into shares of Gevo, Inc.'s common stock based on their relative values, as defined, as of the closing of the fundamental event.

Gevo Development is considered to be a variable interest entity. As of and for the year ended December 31, 2009, Gevo, Inc. was 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, as of and for the nine months ended September 30, 2010, 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 accounts of Agri-Energy are consolidated within Gevo Development as a wholly owned subsidiary. As of September 30, 2010, Gevo Development does not have any assets that can be used only to settle obligations of Gevo Development. However, under the terms of the $12.5 million loan and security agreement with TriplePoint, as amended, subject to certain limited exceptions, Agri-Energy is only permitted to pay dividends if certain conditions are satisfied. As of September 30, 2010, the creditors of Gevo Development have recourse to the general credit of Gevo, Inc. with the exception of $2,050,000 that is recorded within current liabilities, which includes the liabilities of Agri-Energy. No gain or loss was recognized by the Company upon the initial consolidation of Gevo Development.

7. Secured Long-Term Debt

Lighthouse Loan and Security Agreement. On December 18, 2006, Gevo, Inc. entered into a loan and security agreement with Lighthouse Capital Partners V, L.P. ("Lighthouse"). 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 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, the Company is prohibited from granting a security interest in its 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 the Company's assets, other than the Company's intellectual property, until such time as the Company paid $5,000,000 in principal payments against the note. On August 6, 2010, the Company repaid $5,000,000 in outstanding principal, as well as $250,000 of the final payment, under the note, using amounts borrowed pursuant to a loan and security agreement with TriplePoint Capital LLC ("TriplePoint"), as well as available cash resources. As a result of such payment, Lighthouse has released its blanket security interest, and retains only the negative pledge on the Company's 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 the Company from paying any dividends or distributions or creating any liens against the collateral as defined in the agreement, as amended. The Company cannot borrow any further amounts under its agreement with Lighthouse. At September 30, 2010, the Company was in compliance with the Lighthouse debt covenants.

TriplePoint 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 $5,000,000. 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. 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. The loan is also secured by substantially all of the assets of Agri-Energy. Additionally, under the terms of each of (i) the loan and security agreement and (ii) Gevo, Inc.'s guarantee of Gevo Development's and Agri-Energy'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 on August 31, 2014, 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. At September 30, 2010, the Company was in compliance with the debt covenants under this loan and security agreement.

TriplePoint Loan and Security Agreement 2. 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 could borrow up to $12.5 million to finance the transactions contemplated by the acquisition agreement with Agri-Energy. In September 2010, Gevo Development borrowed the $12.5 million and closed the transactions contemplated by the acquisition agreement, at which time the loan and security agreement was amended and Agri-Energy became a borrower under the loan and security agreement. 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% and is subject to an end-of-term payment equal to 8% of the amount borrowed. The loan is secured by the equity interests of Agri-Energy held by Gevo Development and substantially all the assets of Agri-Energy. The loan matures on September 1, 2014, and provides for interest only payments during the first 24 months. The loan is guaranteed by Gevo, Inc. pursuant to a continuing guaranty 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. At September 30, 2010, the Company was in compliance with the debt covenants under this loan and security agreement.

Gevo, Inc. issued warrants to Lighthouse and TriplePoint in connection with these loans as noted below.

The carrying value of the secured long-term debt included in the Company’s consolidated balance sheets at December 31, 2008 and 2009, and September 30, 2010, consists of the following:

	December 31, 2008	December 31, 2009	September 30, 2010 (unaudited)
Long-term debt, unpaid principal plus final/end-of-term payments	$ 8,891,000	$ 8,389,000	$ 22,038,000
Less unamortized debt discounts for final/end-of-term payments and original fair value of warrants issued with debt	(713,000)	(688,000)	(1,718,000)
	8,178,000	7,701,000	20,320,000
Less current portion	(1,769,000)	—	(1,286,000)
Long-term portion of the long-term debt	$ 6,409,000	$ 7,701,000	$ 19,034,000

Interest expense related to the 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 September 30, 2010, was $140,000, $332,000, $1,103,000 and $2,920,000, respectively, of which $54,000, $50,000, $235,000 and $911,000, respectively, was for the accretion of debt discounts relating to the final/end-of-term payments, amortization of debt issue costs and the accretion of debt discounts relating to the grant date value of the warrants issued in connection with the debt. Interest expense related to the long-term debt for the nine months ended September 30, 2009 and 2010, was $798,000 and $1,344,000, respectively, of which $174,000 and $573,000, respectively, was for the accretion of debt discounts relating to the final/end-of-term payments, amortization of debt issue costs and the accretion of debt discounts relating to 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. The Company repaid $5,000,000 in outstanding principal, as well as $250,000 of the final payment, on the Lighthouse debt during the nine months ended September 30, 2010.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

The following is a summary of principal maturities of long-term debt and the non-principal final/end-of-term payments as of September 30, 2010, for the remainder of 2010 and the next four years:

	Principal	Final Payment	Total
2010	$ —	$ —	$ —
2011	1,897,000	—	1,897,000
2012	3,167,000	204,000	3,371,000
2013	8,478,000	—	8,478,000
2014	6,892,000	1,400,000	8,292,000
	$ 20,434,000	$ 1,604,000	$ 22,038,000

In connection with signing and borrowing under the loans with Lighthouse and TriplePoint, 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 terms of the loans. These warrants, while they are exercisable for preferred stock, 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. 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. See Note 11.

The warrants issued to Lighthouse 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 to Lighthouse 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.

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.

In connection with signing and borrowing on the $12,500,000 loan, Gevo, Inc. issued to TriplePoint a warrant to purchase 73,014 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.

The warrants issued to TriplePoint during August and September 2010, were valued on the issuance dates using an option-pricing model using a risk-free interest rate of 0.15%, expected volatility of between 49.14% and 61.90% and a term of 0.17 years.

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(As of December 31, 2008 and 2009 and for the years ended December 31, 2007, 2008 and 2009. Information as of September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

Warrants issued to Lighthouse and TriplePoint 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 with Lighthouse)	8,571	Series A-3 preferred stock	$ 1.75	$ 10,000
2007 (upon signing amendment one with Lighthouse)	8,583	Series A-4 preferred stock	2.33	15,000
2007 (upon borrowing under the original loan agreement with Lighthouse)	6,429	Series A-3 preferred stock	1.75	8,000
2007 (upon borrowing under amendment one with Lighthouse)	5,265	Series A-4 preferred stock	2.33	10,000
2008 (upon signing amendment three with Lighthouse)	16,423	Series C preferred stock	5.48	61,000
2008 (upon signing amendment four with Lighthouse)	45,620	Series C preferred stock	5.48	178,000
2008 (upon borrowing under amendment one with Lighthouse)	1,173	Series A-4 preferred stock	2.33	2,000
2008 (upon borrowing under amendment three with Lighthouse)	8,080	Series C preferred stock	5.48	32,000
2008 (upon borrowing under amendment four with Lighthouse)	13,687	Series C preferred stock	5.48	53,000
2009 (upon borrowing under amendment three with Lighthouse)	416	Series C preferred stock	5.48	1,000
2009 (upon signing amendment five with Lighthouse)	55,000	Series D preferred stock	7.04	202,000
2010 (upon signing and borrowing under the loan agreement with TriplePoint)	105,140	Series D-1 preferred stock	17.12	177,000
	274,387			$ 749,000

8. 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

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

$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.

9. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses in the consolidated balance sheets at December 31, 2008 and 2009, and at September 30, 2010, consisted of the following:

	December 31, 2008	December 31, 2009	September 30, 2010 (unaudited)
Accounts payable—trade	$ 388,000	$ 591,000	$ 2,182,000
Accrued expenses—University of California research agreement	400,000	—	—
Accrued expenses —Cargill license agreement	—	600,000	682,000
Accrued employee compensation and related expenses	689,000	797,000	1,334,000
Accrued expenses—ICM	30,000	337,000	637,000
Accrued deferred offering costs	—	—	1,229,000
Accrued Agri-Energy acquisition payment	—	—	642,000
Other accrued expenses(1)	137,000	196,000	1,173,000
	$ 1,644,000	$ 2,521,000	$ 7,879,000

(1) No other items listed in "Other accrued expenses" individually exceed 5% of the Company's total current liabilities.

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10. Capital Stock

As of September 30, 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 as 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 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 8), 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—Between March and May 2010, the Company issued 1,843,675 shares of Series D-1 preferred stock at a price of $17.12 per share for gross cash proceeds of approximately $31,564,000 and issued 58,412 shares of Series D-1 preferred stock at $17.12 per share in exchange for $1,000,000 of

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
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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, the Company issued a total of 1,902,087 shares of Series D-1 preferred stock at $17.12 per share for $32,564,000. In connection with the Series D-1 preferred stock offerings, the Company paid $153,000 in issuance costs, which has been recorded as an offset to additional paid-in capital. As of September 30, 2010, the Company had $832,000 remaining on its prepaid credit with ICM which is recorded in prepaid expenses and other current assets on the Company's balance sheet.

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 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.

The preferred shares authorized, issued, and outstanding and the aggregate preference on liquidation by preferred stock series as of September 30, 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	3,210,266	17,592,000
Series D	4,671,483	4,616,483	32,500,000
Series D-1	2,336,452	1,902,087	32,564,000
	15,246,000	14,613,602	$ 90,660,000

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 had closed on or prior to December 31, 2010, the conversion price of the Series D-1 would have been 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.

For pro forma presentation purposes, the latest outstanding share numbers that have been provided are as of September 30, 2010. Pursuant to the terms of the Series D-1, if the offering or qualified financing had closed on or prior to December 31, 2010, the conversion price of the Series D-1 would have been adjusted to an amount equal to 75% of the offering price per share or price per share paid by investors in an offering or a qualified financing. As that time period has already past without the closing of an offering or qualified financing, for presentation purposes, the Company assumed that an offering or qualified financing will close between January 1, 2011 and September 30, 2011. Pursuant to the terms of the Series D-1, if an offering or qualified financing closes during this time period, the conversion price of the Series D-1 will be adjusted to an amount equal to 60% of the offering price per share or price per share paid by investors in the qualified financing, which, based on an assumed initial public offering price of $14.00 per share (the mid-point of the price range set forth on the cover page of this prospectus), will result in a conversion rate of 2.03810 shares of common stock for each share of Series D-1 preferred stock. For pro forma purposes, this conversion rate of 2.03810 is used as if such conversion has occurred at the beginning of each period or upon issuance of the Series D-1 preferred stock, if later.

The Series D-1 preferred stock is considered to have a beneficial conversion feature because the conversion ratio adjusts 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 on or before September 30, 2011. At the issuance dates of the Series D-1 between March and May 2010, the Company recorded the beneficial conversion feature at its aggregate intrinsic value of approximately $5,744,000 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 and for events such as a stock split. 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 13).

Warrants—As described below, as of September 30, 2010, the Company has issued and outstanding 858,000 warrants that are exercisable into common stock and 303,173 warrants that are exercisable into preferred stock.

Preferred Stock Warrants—In conjunction with the Lighthouse loan agreement (Note 7), 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 8) 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. In September 2010, a holder of Series C preferred stock warrants exercised its warrant to purchase 108,076 shares of Series C preferred stock at an exercise price of $5.48 per share resulting in total proceeds to the Company in the amount of $592,000.

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 11).

As described in Note 7, the Company issued warrants to TriplePoint pursuant to a loan and security agreement in August and September 2010 to acquire 105,140 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 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.

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 6). The warrant expires in 2016, unless terminated earlier as provided in the agreement. The warrant shares were initially unvested and vested in increments upon the achievement of specific performance milestones. No amounts had been recorded for these warrants in the Company's consolidated statements of operations through September 21, 2010, as none of the counterparty performance milestones had been met; therefore, the lowest aggregate fair value of the award was zero. On September 22, 2010, the beneficial owners of the equity interests of CDP became employees of Gevo, Inc. and the warrant agreement was amended and restated to provide that 50% of the warrant shares granted under such warrant agreement would 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, such as the occurrence of a change of control event. The Company valued the warrant at approximately $13,956,000 on September 22, 2010 and recognized 50% of this amount as stock based compensation on September 22, 2010. The Company will recognize the remaining 50% over the 24 month vesting period beginning on September 22, 2010.

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 September 30, 2010, the Company has authorized 3,254,853 shares of common stock to be issued through the grant of stock awards pursuant to the Incentive Plan (Note 13).

11. Preferred Stock Warrant Liabilities (Recorded as Derivative 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 September 30, 2010, the fair value of preferred stock warrants was estimated to be $982,000 and $3,003,000, 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 $400,000 and $3,302,000, for the nine months ended September 30, 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. As described in Note 7, the Company issued warrants to TriplePoint in August and September 2010 to acquire 105,140 shares of the Company’s Series D-1 preferred stock with an exercise price of $17.12, or shares of 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. In September 2010, a Series C warrant holder exercised its warrant to purchase 108,076 shares of Series C preferred stock at an exercise price of $5.48 per share resulting in total proceeds to the Company of $592,000. Upon exercise of the warrant, the Company reclassified $1,458,000 from preferred stock warrant liability to equity. 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 September 30, 2010, the Company first estimated its enterprise value and then allocated this value to the underlying classes of equity using the

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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 stockholders 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 stockholders assuming no further rounds of financing after Series D-1. To allocate the enterprise value to the underlying classes of equity, the Company used the option-pricing method. Within the allocation model, the Company estimated a time until a liquidity event of 0.17 years, a risk-free discount rate of 0.15%, and a volatility input of 49.14%.

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 September 30, 2010.

Type of Preferred Stock Warrants	Year(s) of Issuance	Number of Warrant Shares Originally Granted	Number of Warrant Shares Outstanding at September 30, 2010	Exercise Price	Issuance Date Original Value Assigned	Fair Value of Warrants Outstanding at January 1, 2009	Fair Value of Warrants Outstanding at December 31, 2009	Fair Value of Warrants Outstanding at September 30, 2010
								(unaudited)
Series A-3 preferred stock warrant	2006, 2007	15,000	15,000	$ 1.75	$ 18,000	$ 30,000	$ 68,000	$ 258,000
Series A-4 preferred stock warrant	2007, 2008	15,021	15,021	2.33	27,000	27,000	65,000	250,000
Series C preferred stock warrant	2008, 2009	113,012(1)	113,012	5.48	432,000	118,000	356,000	1,525,000
Series C preferred stock warrant	2008	108,076(1)	0	5.48	398,000	114,000	341,000	—
Series D preferred stock warrant	2009	55,000	55,000	7.04	202,000	—	152,000	656,000
Series D-1 preferred stock warrant	2010	105,140	105,140	17.12	177,000	—	—	314,000
		411,249	303,173		$1,254,000	$ 289,000	$ 982,000	$ 3,003,000

(1) In September 2010, a holder of Series C preferred stock warrants exercised its warrant to purchase 108,076 shares of Series C preferred stock at a price of $5.48 per share. As such, there were 113,012 Series C preferred stock warrants outstanding at September 30, 2010.

Preferred stock warrants were initially issued in connection with the issuance of secured long-term debt and convertible promissory notes (Notes 7 and 8). 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	September 30, 2010 (unaudited)
Risk-free interest rate	1.00%	1.14%	0.15%
Expected volatility factor	67.50%	91.60%	49.14%
Expected time to a liquidity event (in years)	3	2	0.17

12. Derivatives and Hedging

Since the acquisition of Agri-Energy on September 22, 2010, the Company’s activities expose it to a variety of market risks, including the effects of changes in commodity prices. 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.

The Company periodically enters into forward purchase contracts for corn and natural gas to ensure supply and manage the prices of these commodities. These contracts are considered to be derivative transactions, are valued at market price and are recorded as derivative assets or derivative liabilities in the consolidated balance sheet. Changes in market price are recorded in cost of goods sold.

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 contracts to reduce price risk. Exchange-traded futures contracts are valued at market price and are recorded as derivative assets or derivative liabilities in the consolidated balance sheet. Changes in market price are recorded in cost of goods sold.

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The Company's derivatives do not include any credit risk related contingent features. For the exchange-traded contracts, the Company maintains a margin deposit. At September 30, 2010, the Company recorded a margin deposit of $905,000. The Company has not designated any of its derivatives as hedges for financial accounting purposes. The Company did not have any derivative assets or liabilities prior to September 22, 2010 other than the preferred stock warrants described in Note 11. 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:

	September 30, 2010 (Unaudited)
Balance Sheet Line Item	
Derivative Liabilities Not Designated as Hedging Instruments	
Exchange-traded commodity derivatives—derivative liability—current	$ (523,000)
Fixed price natural gas contacts—derivative liability—current	(7,000)
Forward purchase corn contacts— derivative liability—current	(5,000)

Changes in value of derivative instruments are recorded in the consolidated statements of operations. The following summarizes these amounts and the location within the consolidated statements of operations where such amounts are reflected:

	Nine Months Ended September 30, 2010 (Unaudited)
Statement of Operations Location	
Exchange-traded commodity derivative—cost of goods sold	$ (125,000)
Forward purchase corn derivative—cost of goods sold	48,000
Fixed price natural gas derivative—cost of goods sold	7,000

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	September 30, 2010 (Unaudited) Corn Net Long (Short) Position Bushels
2010	(409,000)
2011	5,000

Year of Expiration	September 30, 2010 (Unaudited) Natural Gas Net Long (Short) Position MMBTUs
2010	21,000

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13. 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 September 30, 2010, there were 171,931 shares available for grant under the Incentive Plan.

A summary of stock option activity for grants to employees and nonemployees for the period from June 9, 2005 (date of inception) to September 30, 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)	446,880	$ 10.45		
Canceled or forfeited (unaudited)	(68,660)	(1.03)		
Exercised (unaudited)	(31,547)	(0.52)		
Options outstanding—September 30, 2010 (unaudited)	2,894,265	$ 2.83	8.15	$46,716,000
Options fully vested and exercisable—September 30, 2010 (unaudited)	1,811,817	$ 2.50	7.99	$29,833,000
Options expected to vest, including effects of expected forfeitures—September 30, 2010 (unaudited)	1,004,442	$ 3.39	8.40	$15,646,000

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 nine months

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ended September 30, 2009. The estimated weighted average grant date fair value of the underlying stock for options granted during the nine months ended September 30, 2010 was $10.45 using an option pricing model. As of September 30, 2010, the value of unvested stock-based compensation for stock options granted totaled $2,664,000, which is expected to be recognized through the period from October 1, 2010 through December 31, 2014.

During the years ended December 31, 2008 and 2009, and for the nine months ended September 30, 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 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 September 30, 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	5.42	33,300	$ 0.17	5.42
$0.46–$0.49	888,446	6.73	660,595	$ 0.47	6.72
$1.16	662,959	7.87	378,948	$ 1.16	7.86
$2.70	862,780	9.13	496,602	$ 2.70	9.13
$10.07	381,930	9.68	242,055	$ 10.07	9.68
$12.67	64,950	9.95	317	$ 12.67	9.95

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Stock-based compensation included in the Company's consolidated statements of operations, is as follows:

	Years Ended December 31,			Nine Months Ended September 30,		Cumulative Amounts From June 9, 2005 (Date of Inception) Through September 30, 2010
	2007	2008	2009	2009 (unaudited)	2010 (unaudited)	(unaudited)
Stock options issued to nonemployees:						
Research and development	$ —	$ 8,000	$ 31,000	$ 25,000	$ 74,000	$ 113,000
Selling, general and administrative	—	11,000	47,000	32,000	106,000	164,000
Stock options issued to employees:						
Research and development	24,000	50,000	173,000	43,000	396,000	643,000
Selling, general and administrative	19,000	90,000	624,000	106,000	1,649,000	2,384,000
Restricted stock issued to nonemployees:						
Research and development	12,000	48,000	70,000	52,000	47,000	177,000
Warrant issued to CDP:						
Selling, general and administrative	—	—	—	—	6,978,000	6,978,000
Purchase of class B interests of Gevo Development from CDP:						
Selling, general and administrative	—	—	—	—	774,000	774,000
Total stock-based compensation	$ 55,000	$ 207,000	$ 945,000	$ 258,000	$ 10,024,000	$ 11,233,000

2010 Stock Incentive Plan and 2010 Employee Stock Purchase Plan—On June 3, 2010, Gevo, Inc.'s 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 the Company's common stock, subject to stockholder approval.

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 nine months ended September 30, 2010, 73,333 and 51,667 options, respectively, granted to non-employees during 2008 were canceled. During the nine months ended September 30, 2010, the Company granted 12,891 options to a non-employee.

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

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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)	(6,249)	(0.49)
Forfeited (unaudited)	(22,266)	(0.43)
Nonvested—September 30, 2010 (unaudited)	7,292	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 September 30, 2010, the value of unvested stock-based costs relating to restricted stock awards was $138,000, which is expected to be recognized in the period from October 1, 2010 through December 31, 2013.

14. 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.

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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	December 31, 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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15. 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) to September 30, 2010, the Company recorded $524,000 in matching contributions. During the nine months ended September 30, 2009 and 2010, the Company recorded $157,000 and $201,000, respectively, in matching contributions.

16. Related-Party Transactions

Caltech is a common stockholder in the Company and party to a contractor agreement and license agreement for patent rights (Note 5).

A founder, consultant and former director of the Company is also a professor at Caltech, which is a party to a license agreement (Note 5) and research agreements. This founder, consultant and former 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 5) and a research agreement (Note 5), 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 supersede his current agreement upon the consummation of an initial public offering.

The Company has agreements with four executives of the Company whereby severance in the amount of six months of base pay is provided if their employment is terminated without cause. The Company also has agreements with two executives of the Company that, in certain situations, provide cash payments and acceleration of unvested equity awards upon a change in control or termination of employment.

Convertible unsecured promissory Notes were issued to certain investors, who are also holders of the Company's preferred stock, in January 2008 (Note 8) which were settled through issuance of preferred stock in 2008.

ICM owns 58,412 shares of Series D-1 preferred stock in the Company which represents less than one-half of one percent of the outstanding securities of the Company. ICM is also a party to a development agreement and commercialization agreement with the Company (Note 5). The Company has also engaged ICM to perform engineering studies, plant evaluations and services (Note 5).

The co-managing directors of Gevo Development beneficially own 100% of the equity interests of CDP. CDP holds a warrant for common stock of Gevo, Inc. (Note 6). Effective September 22, 2010, the co-managing directors are each employees of Gevo, Inc.

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.

17. 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 next twelve months.

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 selling, 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 September 30, 2010, was $282,000, $619,000, $514,000, and $1,980,000, respectively. Rent expense for the nine months ended September 30, 2009 and 2010, was $373,000 and $426,000, respectively.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

As of December 31, 2010, future minimum lease payments required under the Company's 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 September 30, 2010, the Company has a deferred rent liability of $100,000, of which $29,000 is recorded in current liabilities and $71,000 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 $119,000, as of September 30, 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 September 30, 2010, was $119,000, 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.

18. Change in Accounting Principle

Recharacterization of Preferred Stock Warrants—As described in Notes 1 and 11, 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.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

19. Segments

Segment Information—The Company's chief operating decision maker is provided with and reviews the financial results of each of the Company's consolidated legal entities, Gevo, Inc., Gevo Development, LLC, and Agri-Energy, LLC. All revenue is earned, and all assets are held, in the United States of America. Prior to the acquisition of Agri-Energy, the financials of Gevo Development were aggregated with Gevo, Inc. due to its size compared to Gevo, Inc. and were not reported separately. For purposes of the table below, the Company has broken out the historical information of Gevo Development. The results of Gevo Development and Agri-Energy have been combined in the following table.

	Year Ended December 31, 2007	Year Ended December 31, 2008	Year Ended December 31, 2009	Nine Months Ended September 30, 2009 (unaudited)	Nine Months Ended September 30, 2010 (unaudited)
Revenues:					
Gevo, Inc.	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 1,313,000
Gevo Development / Agri-Energy	—	—	—	—	975,000
Intercompany eliminations	—	—	—	—	—
	$ 275,000	$ 208,000	$ 660,000	$ 551,000	$ 2,288,000
Operating income (loss):					
Gevo, Inc.	$ (7,162,000)	$ (13,311,000)	$ (17,838,000)	$ (11,561,000)	$ (26,510,000)
Gevo Development / Agri-Energy	—	—	(731,000)	(313,000)	(2,604,000)
Intercompany eliminations	—	—	—	—	—
	$ (7,162,000)	$ (13,311,000)	$ (18,569,000)	$ (11,874,000)	$ (29,114,000)
Interest expense:					
Gevo, Inc.	$ 140,000	$ 1,385,000	$ 1,103,000	$ 798,000	$ 1,369,000
Gevo Development / Agri-Energy	—	—	—	—	79,000
Intercompany eliminations	—	—	—	—	—
	$ 140,000	$ 1,385,000	$ 1,103,000	$ 798,000	$ 1,448,000
Depreciation Expense:					
Gevo, Inc.	$ 240,000	$ 678,000	$ 1,511,000	$ 830,000	$ 2,135,000
Gevo Development / Agri-Energy	—	—	—	—	38,000
Intercompany eliminations	—	—	—	—	—
	$ 240,000	$ 678,000	$ 1,511,000	$ 830,000	$ 2,173,000
Total assets:					
Gevo, Inc.		$ 13,094,000	$ 26,307,000		$ 42,277,000
Gevo Development / Agri-Energy		—	124,000		43,096,000
Intercompany eliminations		—	(48,000)		(27,523,000)
		$ 13,094,000	$ 26,383,000		$ 57,850,000
Acquisitions of property, plant and equipment:					
Gevo, Inc.	$ 1,341,000	$ 2,360,000	$ 2,982,000	$ 1,386,000	$ 472,000
Gevo Development / Agri-Energy (1)	—	—	—	—	—
Intercompany eliminations	—	—	—	—	—
	$ 1,341,000	$ 2,360,000	$ 2,982,000	$ 1,386,000	$ 472,0090

(1) Excludes property, plant and equipment acquired in the Agri-Energy acquisition.

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 September 30, 2010 and for the nine months ended September 30, 2009 and 2010 is unaudited. Information subsequent to September 30, 2010 is unaudited.)

20. Subsequent Events (Unaudited)

The Company has evaluated all subsequent events through January 19, 2011, the date which these consolidated financial statements were available to be issued.

Exclusive Supply Agreement with LANXESS—On January 14, 2011, the Company entered into an exclusive supply agreement with LANXESS Inc. pursuant to which LANXESS Inc. has granted the Company an exclusive first right to supply LANXESS Inc. and its affiliates with certain of their requirements of bio-based isobutanol during the term. The Company's exclusive first right to supply bio-based isobutanol to LANXESS Inc. and its affiliates will be subject to the terms of a supply agreement to be mutually agreed upon by the parties at a later date. Additionally, pursuant to the terms of the exclusive supply agreement the Company has granted LANXESS Inc., subject to certain exceptions and conditions, an exclusive right to acquire its bio-based isobutanol to (a) produce isobutylene and butenes for use and sale in the field of chemicals, (b) produce butadiene and isobutylene for use in the production of polybutadiene and butyl rubber, and (c) produce isobutylene for use in the production of polyisobutylene. The initial term of the mutual exclusivity is ten years, subject to mutual extension.

Proposed Investment by Existing Investors—Several of the Company's investors, including LANXESS Corporation, Total Energy Ventures International, Khosla Ventures I, LP, Khosla Ventures III, LP, Virgin Green Fund I, L.P., Burrill Life Sciences Capital Fund III, L.P., Malaysian Life Sciences Capital Fund Ltd. and Osage University Partners Seed Fund, L.P., have committed to invest an additional $34 million in a private placement of the Company's preferred stock in the event that the Company does not complete its initial public offering. As of January 14, 2011, these funds have been placed into escrow and will be drawn upon if the Company decides to close the private placement.

Legal Matters—On January 14, 2010, Butamax Advanced Biofuels LLC, a joint venture between DuPont and BP for the development and marketing of isobutanol, filed a complaint in the United States District Court for the District of Delaware, as Case No. 1:11-cv-00054-UNA, alleging that we are infringing one or more claims made in U.S. Patent No. 7,851,188, entitled "Fermentive production of four carbon alcohols." This patent, which is currently owned by Butamax, claims certain recombinant microbial host cells that produce isobutanol and methods for the production of isobutanol using such host cells. Butamax is seeking a declaratory judgment, injunctive relief, damages and costs, including attorney's fees and expenses. We believe that Butamax's claims are without merit and intend to contest Butamax's allegations of infringement and defend this matter vigorously.

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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 JUNE 30, 2010 (UNAUDITED)

	December 31, 2008	December 31, 2009	June 30, 2010 (Unaudited)
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 1,868,000	$ 2,339,000	$ 789,000
Accounts receivable	2,483,000	2,440,000	2,048,000
Other receivables	19,000	26,000	36,000
Prepaid expenses	19,000	352,000	56,000
Inventories	2,190,000	3,198,000	2,957,000
Margin Deposit	2,084,000	33,000	284,000
Total current assets	8,663,000	8,388,000	6,170,000
PROPERTY PLANT AND EQUIPMENT—Net	12,045,000	10,551,000	9,889,000
DEFERRED FINANCING COSTS	9,000	50,000	44,000
TOTAL	$ 20,717,000	$ 18,989,000	$ 16,103,000
LIABILITIES AND NET PARENT INVESTMENT			
CURRENT LIABILITIES:			
Accounts payable	$ 3,690,000	$ 4,041,000	$ 1,185,000
Derivative liability	3,564,000	456,000	522,000
Accrued utilities	612,000	421,000	359,000
Accrued expenses	358,000	312,000	377,000
Due to related party	879,000	1,773,000	1,817,000
Current portion of long-term debt	196,000	255,000	261,000
Total current liabilities	9,299,000	7,258,000	4,521,000
LONG TERM DEBT (Net of current portion)	2,904,000	2,663,000	2,532,000
Total liabilities	12,203,000	9,921,000	7,053,000
NET PARENT INVESTMENT	8,514,000	9,068,000	9,050,000
TOTAL	$ 20,717,000	$ 18,989,000	$ 16,103,000

See notes to combined financial statements.

Agri-Energy

COMBINED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND
SIX MONTHS ENDED JUNE 30, 2009 AND 2010 (UNAUDITED)

	Years Ended December 31,		Six Months Ended June 30,	
	2008	2009	2009	2010
			(Unaudited)	
REVENUES	$ 50,906,000	$ 40,108,000	$ 17,905,000	$ 20,017,000
COST OF GOODS SOLD	61,366,000	36,985,000	19,254,000	18,909,000
GROSS MARGIN (LOSS)	(10,460,000)	3,123,000	(1,349,000)	1,108,000
SELLING, GENERAL AND ADMINISTRATIVE EXPENSE	1,181,000	2,029,000	1,482,000	565,000
NET INCOME (LOSS) FROM OPERATIONS	(11,641,000)	1,094,000	(2,831,000)	543,000
OTHER INCOME (EXPENSE):				
Minnesota producer payment	2,085,000	934,000	—	—
Interest expense	(53,000)	(145,000)	(58,000)	(71,000)
Other, net	243,000	70,000	31,000	137,000
Total other income (expense)	2,275,000	859,000	(27,000)	66,000
NET INCOME (LOSS)	$ (9,366,000)	$ 1,953,000	$ (2,858,000)	$ 609,000

See notes to combined financial statements.

Agri-Energy

COMBINED STATEMENTS OF CHANGES IN NET PARENT INVESTMENT FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND THE SIX MONTHS ENDED JUNE 30, 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)	(627,000)
Net income (unaudited)	609,000
BALANCE—June 30, 2010 (unaudited)	$ 9,050,000

See notes to combined financial statements.

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Agri-Energy

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2009 AND
THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 (UNAUDITED)

	Years Ended December 31,		Six Months Ended June 30,	
	2008	2009	2009	2010
			(Unaudited)	
OPERATING ACTIVITIES:				
Net (loss) income	$(9,366,000)	$ 1,953,000	$(2,858,000)	$ 609,000
Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities:				
Depreciation and amortization	1,911,000	1,543,000	867,000	704,000
Changes in operating assets and liabilities:				
Accounts receivable	843,000	39,000	(60,000)	392,000
Other receivables	(5,000)	(7,000)	(13,000)	(10,000)
Prepaid expenses	(1,000)	(333,000)	(44,000)	296,000
Inventories	946,000	(1,008,000)	135,000	241,000
Derivative liability	4,804,000	(3,108,000)	(1,796,000)	66,000
Margin deposit	(818,000)	2,051,000	2,084,000	(251,000)
Accounts payable	514,000	351,000	(1,468,000)	(2,856,000)
Accrued utilities	(1,000)	(191,000)	(234,000)	(62,000)
Accrued expenses	18,000	(46,000)	(35,000)	65,000
Net cash provided by (used in) operating activities	(1,155,000)	1,244,000	(3,422,000)	(806,000)
INVESTING ACTIVITIES:				
Purchase of property, plant and equipment	(3,190,000)	(34,000)	(47,000)	(36,000)
Rebate received on equipment purchased	—	—	87,000	—
Net cash flow (used in) provided by investing activities	(3,190,000)	(34,000)	40,000	(36,000)
FINANCING ACTIVITIES:				
Proceeds from issuance of long-term debt	3,100,000	—	—	—
Payment of long-term debt	—	(182,000)	(60,000)	(125,000)
Payment of debt issue costs	(13,000)	(52,000)	(55,000)	—
Borrowings (repayments) from (to) related party	72,000	894,000	(107,000)	44,000
Net change in parent investment	(3,283,000)	(1,399,000)	1,363,000	(627,000)
Net cash flow (used in) provided by financing activities	(124,000)	(739,000)	1,141,000	(708,000)
DECREASE IN CASH AND CASH EQUIVALENTS	(4,469,000)	471,000	(2,241,000)	(1,550,000)
CASH AND CASH EQUIVALENTS—Beginning of period	6,337,000	1,868,000	1,868,000	2,339,000
CASH AND CASH EQUIVALENTS (OVERDRAFT)—End of period	$ 1,868,000	$ 2,339,000	$ (373,000)	$ 789,000
CASH PAID FOR INTEREST	$ 43,000	$ 142,000	$ 54,000	$ 71,000

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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 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 six months ended June 30, 2009 and 2010, the combined statement of changes in net parent investment for the six months ended June 30, 2010, and the combined balance sheet as of June 30, 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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 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 sale of ethanol and related products is recorded when title transfers to customers, price is fixed and determinable and collectability 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 June 30, 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 $141,000 and $169,000 for the six months ended June 30, 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.

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.

As of December 31, 2008, December 31, 2009, and June 30, 2010 (unaudited) no allowance for doubtful accounts has been recorded, based upon the expected full collection of the accounts receivable.

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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 2010 IS UNAUDITED.)

Inventories—Corn, ethanol, distiller's 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 Issue Costs—Debt issue 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 $10,000 and $10,000 for the six months ended June 30, 2009 and 2010 (unaudited), respectively.

Investment in Commodities Contracts, Derivative Instruments and Hedging Activities—The Company enters into short-term cash, option and futures 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 six months ended June 30, 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.

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

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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 2010 IS UNAUDITED.)

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 June 30, 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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 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 June 30, 2010 (unaudited) there were no transactions measured at fair value on a nonrecurring basis. The following table shows assets and liabilities measured at fair value on a recurring basis as of December 31, 2008 and 2009 and June 30, 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)	—
	June 30, 2010 (Unaudited)			
Exchange traded derivatives	$ (112,000)	$(112,000)	$ —	$ —
Fixed price corn derivatives	(410,000)	—	(410,000)	—

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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 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	June 30, 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	15,874,000
Transportation equipment	5–15 years	172,000	172,000	207,000
Office equipment	3–7 years	278,000	278,000	278,000
Total property, plant and equipment		29,534,000	29,568,000	29,604,000
Less accumulated depreciation		(17,489,000)	(19,017,000)	(19,715,000)
Net property, plant and equipment		$ 12,045,000	$ 10,551,000	$ 9,889,000

Depreciation expense was $1,907,000 and $1,528,000 for the years ended December 31, 2008 and 2009, respectively. Depreciation expense was $858,000 and $697,000 for the six months ended June 30, 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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 2010 IS UNAUDITED.)

3. Inventories

Inventory balances consisted of the following:

	December 31,		June 30,
	2008	2009	2010 (Unaudited)
Corn	$ 1,441,000	$ 2,199,000	$ 2,058,000
Ethanol	113,000	329,000	219,000
Distiller’s dried grains	48,000	16,000	37,000
Work in process	96,000	127,000	123,000
Enzymes and other inputs	163,000	181,000	167,000
Spare parts	329,000	346,000	353,000
Total inventory	$ 2,190,000	$ 3,198,000	$ 2,957,000

In the year ended December 31, 2008, the Company recorded $73,000 of lower of cost or market adjustments. No lower of cost or market adjustment was recorded for the year ended December 31, 2009 or the six months ended June 30, 2009 or 2010 (unaudited). 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 $697,000 for the years ended December 31, 2008 and 2009 and for the six months ended June 30, 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 June 30, 2010 (unaudited).

Long-term debt consisted of the following:

	December 31,		June 30,
	2008	2009	2010 (Unaudited)
Note payable to Heartland Business Bank, interest at prime plus 0.25% (5% at June 30, 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	$ 2,793,000
Less current maturities	(196,000)	(255,000)	(261,000)
	$ 2,904,000	$ 2,663,000	$ 2,532,000

(footnotes continued on following page)

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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 2010 IS UNAUDITED.)

(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 June 30, 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 States 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 June 30, 2010 (unaudited) are as follows:

2010	$ 261,000
2011	274,000
2012	288,000
2013	303,000
Thereafter	1,667,000
Total	$ 2,793,000

Interest expense for the years ended December 31, 2008 and 2009 was $53,000 and $145,000, respectively. Interest expense for the six months ended June 30, 2009 and 2010 (unaudited) was $58,000 and $71,000, respectively. The Company did not capitalize any interest payments for the years ended December 31, 2008 and 2009 or the six months ended June 30, 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 $22,000 and $20,000 for the six months ended June 30, 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 JUNE 30, 2010 AND FOR THE SIX MONTHS ENDED JUNE 30, 2009 AND 2010 IS UNAUDITED. INFORMATION SUBSEQUENT TO JUNE 30, 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 June 30, 2010 the Company recorded a margin deposit of $2,084,000, $33,000 and $284,000, 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, 2008	December 31, 2009	June 30, 2010 (Unaudited)
Balance Sheet Line Item			
Derivative Liabilities Not Designated as Hedging Instruments			
Exchange traded commodity derivatives—derivative liability—current	$ (364,000)	$ (7,000)	$ (112,000)
Fixed price natural gas contacts—derivative liability—current	(557,000)	—	—
Fixed price corn contacts—liability	(2,643,000)	(449,000)	(410,000)

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, 2008	December 31, 2009	June 30, 2009 (Unaudited)	June 30, 2010 (Unaudited)
Statement of Operations Location				
Exchange traded commodity derivative—cost of goods sold	$ (682,000)	$ (356,000)	$ (624,000)	$ 105,000
Fixed price corn derivative—cost of goods sold	$ 4,988,000	$ (2,195,000)	$ (894,000)	$ (39,000)
Fixed price natural gas derivative—cost of goods sold	$ 498,000	$ (557,000)	$ (278,000)	$ —

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
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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 Corn Net Short Position Bushels	June 30, 2010 (Unaudited) Corn Net Short Position Bushels
2010	656,000	547,000
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 June 30, 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 six months ended June 30, 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 six months ended June 30, 2009 and 2010 (unaudited), respectively.

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 $9,388,000 and $10,572,000 for the six months ended June 30, 2009 and 2010 (unaudited), respectively.

Accounts payable to members as of December 31, 2008 and 2009, June 30, 2010 (unaudited) totaled $2,079,000, $2,727,000, and $621,000, 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

NOTES TO COMBINED FINANCIAL STATEMENTS — (Continued)
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members totaled approximately $699,000 and $961,000 for the six months ended June 30, 2009 and 2010 (unaudited), respectively. Accounts receivable from members for sales of ethanol related products as of December 31, 2008 and 2009, June 30, 2010 (unaudited), totaled $442,000, $179,000, and $150,000 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, June 30, 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, June 30, 2010 (unaudited) amounts due from the Company to CORN-er Stone Ethanol Management, Inc were $135,000, $35,000, and $78,000, respectively.

9. Subsequent Events

Subsequent events have been evaluated through September 22, 2010, which is the date the acquisition of Agri-Energy was consummated.

In August 2010, CORN-er Stone Farmers' Cooperative, a Minnesota cooperative association, entered into an acquisition agreement pursuant to which it 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. In September 2010, CORN-er Stone Farmers' Cooperative consummated the transactions contemplated by the acquisition agreement, and Gevo Development, LLC acquired ownership of Agri-Energy's 22 million gallon per year ethanol production facility located in Luverne, Minnesota. Gevo Development, LLC paid a purchase price of approximately $20.7 million. In addition, Gevo Development, LLC acquired and paid for $4.9 million in estimated working capital. The acquisition agreement contains customary representations, warranties, covenants and indemnification provisions and provided 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.

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Until , 2011 (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.

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	$ 14,320
FINRA filing fee	15,500
Nasdaq Global Market listing fee	25,000
Printing and engraving expenses	377,046
Legal fees and expenses	2,124,057
Accounting fees and expenses	1,026,056
Transfer agent and registrar fees	30,000
Miscellaneous expenses	388,021
Total	$ 4,000,000

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.

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.

The chairman of our board of directors, 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 January 1, 2008, the Registrant has issued and sold the following unregistered securities:

1. 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.
2. 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. As described in paragraph (15) below, Khosla Ventures I, LP exercised its warrant in September 2010.
3. 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 (1) 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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) an act of fraud by Michael A. Slaney or David N. Black and (b) seven years after the original issue date of the warrant. This warrant was amended and restated in September 2010 to effect certain changes to the vesting conditions.
9. 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 $14.00 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 3,876,630 shares of the Registrant's common stock upon completion of this offering, subject to adjustment to reflect the actual offering price.
10. Between January 1, 2008 and December 31, 2010, the Registrant granted stock options to purchase 2,178,559 shares of its common stock at exercise prices ranging from $0.49 to $12.67 per share to employees, consultants and directors of the Registrant. Between January 1, 2008 and December 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.
11. Between January 1, 2008 and December 31, 2010, the Registrant granted 50,000 shares of restricted stock to its consultants under its 2006 omnibus securities and incentive plan.
12. 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.
13. In September 2010, the Registrant issued warrants to purchase an aggregate of 54,760 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.
14. In September 2010, Khosla Ventures I, LP exercised its warrant to purchase 108,076 shares of the Registrant's Series C convertible preferred stock at an exercise price of $5.48 per share.

The issuance of securities described above in paragraphs (1) through (9), (12), (13) and (14) 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.

Information not required in prospectus

The issuance of securities described above in paragraphs (10) and (11) 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.

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

		Previously Filed				
Exhibit Number	**Description**	**Form**	**File No.**	**Filing Date**	**Exhibit**	**Filed Herewith**
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.	S-1	333-168792	November 4, 2010	2.1	
2.2#	Equity Purchase Agreement, by and among the Registrant, CDP Gevo, LLC, Gevo Development, LLC, Michael A. Slaney and David N. Black, dated August 5, 2010.	S-1	333-168792	October 1, 2010	2.2	
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect.	S-1	333-168792	August 12, 2010	3.1	
3.2	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect upon completion of the offering.					X
3.3	Amended and Restated Bylaws of the Registrant, as currently in effect.	S-1	333-168792	August 12, 2010	3.3	

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Exhibit	Filed Herewith
3.4	Form of Amended and Restated Bylaws of the Registrant, to be in effect upon completion of the offering.					X
4.1	Form of the Registrant's Common Stock Certificate.					X
4.2	Fifth Amended and Restated Investors' Rights Agreement, dated March 26, 2010.	S-1	333-168792	August 12, 2010	4.2	
4.3†	Stock Issuance and Stockholder's Rights Agreement, by and between the Registrant and California Institute of Technology, dated July 12, 2005.	S-1	333-168792	August 12, 2010	4.3	
4.4	Amended and Restated Warrant to purchase shares of Common Stock issued to CDP Gevo, LLC, dated September 22, 2010.	S-1	333-168792	October 1, 2010	4.4	
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.	S-1	333-168792	August 12, 2010	4.5	
4.6	Warrant to purchase shares of Series A-4 Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 30, 2007.	S-1	333-168792	August 12, 2010	4.6	
4.7	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 5, 2008.	S-1	333-168792	August 12, 2010	4.7	
4.8	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated August 12, 2008.	S-1	333-168792	August 12, 2010	4.8	
4.9	Warrant to purchase shares of Preferred Stock, issued to Virgin Green Fund I, L.P., dated January 18, 2008.	S-1	333-168792	August 12, 2010	4.10	

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Information not required in prospectus

Exhibit Number	Description	Previously Filed Form	File No.	Filing Date	Exhibit	Filed Herewith
4.10	Warrant to purchase shares of Series D Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated July 20, 2009.	S-1	333-168792	August 12, 2010	4.11	
4.11	Plain English Warrant Agreement No. 0647-W-01, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 1, 2010	4.11	
4.12	Plain English Warrant Agreement No. 0647-W-02, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 1, 2010	4.12	
5.1	Form of Opinion of Paul, Hastings, Janofsky & Walker LLP.	S-1				X
10.1	Loan and Security Agreement, by and between the Registrant and Lighthouse Capital Partners V, L.P., dated December 18, 2006, as amended.	S-1	333-168792	August 12, 2010	10.1	
10.2†	Commercialization Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	August 12, 2010	10.2	
10.3†	Development Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	November 4, 2010	10.3	
10.4†	License Agreement, by and between the Registrant and Cargill Incorporated, effective February 19, 2009.	S-1	333-168792	August 12, 2010	10.4	
10.5†	Exclusive License Agreement, by and between the Registrant and The Regents of the University of California, dated September 6, 2007, as amended.	S-1	333-168792	August 12, 2010	10.5	

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Information not required in prospectus

Exhibit Number	Description	Previously Filed: Form	File No.	Filing Date	Exhibit	Filed Herewith
10.6†	License Agreement, by and between the Registrant and the California Institute of Technology, dated July 12, 2005, as amended.	S-1	333-168792	November 4, 2010	10.6	
10.7†	Sublease, by and between the Registrant and Luzenac America, Inc., dated November 28, 2007.	S-1	333-168792	November 4, 2010	10.7	
10.8†	First Amended and Restated Limited Liability Company Agreement of Gevo Development, LLC, dated August 5, 2010.	S-1	333-168792	November 4, 2010	10.8	
10.9	Amendment No. 1, effective July 1, 2010, to the Development Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	October 1, 2010	10.25	
10.10	Amendment No. 4, dated October 1, 2010, to the License Agreement, by and between the Registrant and the California Institute of Technology, dated July 12, 2005.	S-1	333-168792	October 21, 2010	10.10	
10.11	2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.11	
10.12	Form of Restricted Stock Award Agreement under the 2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.12	
10.13	Form of Stock Option Agreement under the 2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.13	
10.14	Form of 2010 Stock Incentive Plan.					X
10.15	Form of Restricted Stock Unit Agreement under the 2010 Stock Incentive Plan.					X
10.16	Form of Stock Option Award Agreement under the 2010 Stock Incentive Plan.					X

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Information not required in prospectus

Exhibit Number	Description	Previously Filed				Filed Herewith
		Form	File No.	Filing Date	Exhibit	
10.17	Employment Agreement, by and between the Registrant and Patrick Gruber, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.14	
10.18	Employment Agreement, by and between the Registrant and Mark Smith, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.15	
10.19	Employment Agreement, by and between the Registrant and Christopher Ryan, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.16	
10.20	Employment Agreement, by and between the Registrant and David Glassner, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.17	
10.21	Employment Agreement, by and between the Registrant and Brett Lund, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.18	
10.22	Employment Agreement, by and between the Registrant and Jack Huttner, dated August 10, 2010.	S-1	333-168792	November 4, 2010	10.19	
10.23	Employment Agreement, by and between the Registrant and David N. Black, dated September 22, 2010.					X
10.24	Employment Agreement, by and between the Registrant and Michael A. Slaney, dated September 22, 2010.					X
10.25	Offer Letter, by and between the Registrant and Stacy Smith, dated June 7, 2010.	S-1	333-168792	November 4, 2010	10.20	
10.26	Offer Letter, by and between the Registrant and Bruce Smith, dated June 14, 2010.	S-1	333-168792	November 4, 2010	10.21	
10.27	Offer Letter, by and between the Registrant and Carlos A. Cabrera, dated June 14, 2010.	S-1	333-168792	November 4, 2010	10.22	

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Information not required in prospectus

Exhibit Number	Description	Previously Filed				Filed Herewith
		Form	File No.	Filing Date	Exhibit	
10.28	Plain English Growth Capital Loan and Security Agreement, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.23	
10.29	Plain English Growth Capital Loan and Security Agreement, by and between Gevo Development, LLC and TriplePoint Capital, LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.24	
10.30	Joinder Agreement and First Amendment, by and among Gevo Development, LLC, Agri-Energy, LLC and TriplePoint Capital, LLC, dated September 22, 2010, to the Plain English Growth Capital Loan and Security Agreement, by and between Gevo Development, LLC and TriplePoint Capital, LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.25	
10.31†	Ethanol Purchasing and Marketing Agreement, by and between C&N Ethanol Marketing Corporation and Agri-Energy, LP, dated April 1, 2009.	S-1	333-168792	November 4, 2010	10.26	
10.32	Exclusive Supply Agreement, by and among the Registrant, LANXESS Inc. and LANXESS Corporation, dated January 14, 2011.					X
10.33	Form of Indemnification Agreement between the Registrant and its directors and officers.					X
21.1	List of Subsidiaries.	S-1	333-168792	October 1, 2010	10.10	
23.1	Consent of Deloitte & Touche, LLP.					X
23.2	Consent of Deloitte & Touche, LLP.					X

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Previously Filed Exhibit	Filed Herewith
23.3*	Consent of Paul, Hastings, Janofsky & Walker LLP					
23.4	Consent of ICM, Inc.	S-1	333-168792	October 21, 2010	23.4	
23.5	Consent of DNV Columbus, Inc.	S-1	333-168792	October 21, 2010	23.5	
24.1	Power of Attorney	S-1	333-168792	August 12, 2010	24.1	

* 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.

Certain schedules and exhibits referenced in this document have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the SEC upon request.

(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.

(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.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the County of Douglas, State of Colorado, on the 19th day of January, 2011.

GEVO, INC.

By: /s/ PATRICK R. GRUBER
Patrick R. Gruber
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 4 to the 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	January 19, 2011
/s/ MARK SMITH **Mark Smith**	Chief Financial Officer (Principal Financial and Accounting Officer)	January 19, 2011
* **Shai Weiss**	Chairman of the Board of Directors	January 19, 2011
* **Ganesh M. Kishore, Ph.D.**	Director	January 19, 2011
* **Véronique Hervouet**	Director	January 19, 2011
* **Stacy J. Smith**	Director	January 19, 2011
* **Ron Commander, Ph.D.**	Director	January 19, 2011
* **Bruce A. Smith**	Director	January 19, 2011
* **Carlos A. Cabrera**	Director	January 19, 2011

*By: /s/ PATRICK R. GRUBER
Patrick R. Gruber
Attorney in Fact

Information not required in prospectus

EXHIBIT INDEX

Exhibit Number	Description	Previously Filed				Filed Herewith
		Form	File No.	Filing Date	Exhibit	
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.	S-1	333-168792	November 4, 2010	2.1	
2.2#	Equity Purchase Agreement, by and among the Registrant, CDP Gevo, LLC, Gevo Development, LLC, Michael A. Slaney and David N. Black, dated August 5, 2010.	S-1	333-168792	October 1, 2010	2.2	
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect.	S-1	333-168792	August 12, 2010	3.1	
3.2	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect upon completion of the offering.					X
3.3	Amended and Restated Bylaws of the Registrant, as currently in effect.	S-1	333-168792	August 12, 2010	3.3	
3.4	Form of Amended and Restated Bylaws of the Registrant, to be in effect upon completion of the offering.					X
4.1	Form of the Registrant's Common Stock Certificate.					X

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Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Filing Date	Exhibit	Filed Herewith
4.2	Fifth Amended and Restated Investors' Rights Agreement, dated March 26, 2010.	S-1	333-168792	August 12, 2010	4.2	
4.3†	Stock Issuance and Stockholder's Rights Agreement, by and between the Registrant and California Institute of Technology, dated July 12, 2005.	S-1	333-168792	August 12, 2010	4.3	
4.4	Amended and Restated Warrant to purchase shares of Common Stock issued to CDP Gevo, LLC, dated September 22, 2010.	S-1	333-168792	October 1, 2010	4.4	
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.	S-1	333-168792	August 12, 2010	4.5	
4.6	Warrant to purchase shares of Series A-4 Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 30, 2007.	S-1	333-168792	August 12, 2010	4.6	
4.7	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated April 5, 2008.	S-1	333-168792	August 12, 2010	4.7	
4.8	Warrant to purchase shares of Series C Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated August 12, 2008.	S-1	333-168792	August 12, 2010	4.8	
4.9	Warrant to purchase shares of Preferred Stock, issued to Virgin Green Fund I, L.P., dated January 18, 2008.	S-1	333-168792	August 12, 2010	4.10	

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed		Exhibit	Filed Herewith
			File No.	Filing Date		
4.10	Warrant to purchase shares of Series D Preferred Stock issued to Lighthouse Capital Partners V, L.P., dated July 20, 2009.	S-1	333-168792	August 12, 2010	4.11	
4.11	Plain English Warrant Agreement No. 0647-W-01, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 1, 2010	4.11	
4.12	Plain English Warrant Agreement No. 0647-W-02, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 1, 2010	4.12	
5.1	Form of Opinion of Paul, Hastings, Janofsky & Walker LLP.	S-1				X
10.1	Loan and Security Agreement, by and between the Registrant and Lighthouse Capital Partners V, L.P., dated December 18, 2006, as amended.	S-1	333-168792	August 12, 2010	10.1	
10.2†	Commercialization Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	August 12, 2010	10.2	
10.3†	Development Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	November 4, 2010	10.3	
10.4†	License Agreement, by and between the Registrant and Cargill Incorporated, effective February 19, 2009.	S-1	333-168792	August 12, 2010	10.4	

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Previously Filed Exhibit	Filed Herewith
10.5†	Exclusive License Agreement, by and between the Registrant and The Regents of the University of California, dated September 6, 2007, as amended.	S-1	333-168792	August 12, 2010	10.5	
10.6†	License Agreement, by and between the Registrant and the California Institute of Technology, dated July 12, 2005, as amended.	S-1	333-168792	November 4, 2010	10.6	
10.7†	Sublease, by and between the Registrant and Luzenac America, Inc., dated November 28, 2007.	S-1	333-168792	November 4, 2010	10.7	
10.8†	First Amended and Restated Limited Liability Company Agreement of Gevo Development, LLC, dated August 5, 2010.	S-1	333-168792	November 4, 2010	10.8	
10.9	Amendment No. 1, effective July 1, 2010, to the Development Agreement, by and between the Registrant and ICM, Inc., dated October 16, 2008.	S-1	333-168792	October 1, 2010	10.25	
10.10	Amendment No. 4, dated October 1, 2010, to the License Agreement, by and between the Registrant and the California Institute of Technology, dated July 12, 2005.	S-1	333-168792	October 21, 2010	10.10	
10.11	2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.11	
10.12	Form of Restricted Stock Award Agreement under the 2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.12	

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Exhibit	Filed Herewith
10.13	Form of Stock Option Agreement under the 2006 Omnibus Securities and Incentive Plan.	S-1	333-168792	August 12, 2010	10.13	
10.14	Form of 2010 Stock Incentive Plan.					X
10.15	Form of Restricted Stock Unit Agreement under the 2010 Stock Incentive Plan.					X
10.16	Form of Stock Option Award Agreement under the 2010 Stock Incentive Plan.					X
10.17	Employment Agreement, by and between the Registrant and Patrick Gruber, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.14	
10.18	Employment Agreement, by and between the Registrant and Mark Smith, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.15	
10.19	Employment Agreement, by and between the Registrant and Christopher Ryan, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.16	
10.20	Employment Agreement, by and between the Registrant and David Glassner, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.17	
10.21	Employment Agreement, by and between the Registrant and Brett Lund, dated June 4, 2010.	S-1	333-168792	November 4, 2010	10.18	
10.22	Employment Agreement, by and between the Registrant and Jack Huttner, dated August 10, 2010.	S-1	333-168792	November 4, 2010	10.19	
10.23	Employment Agreement, by and between the Registrant and David N. Black, dated September 22, 2010.					X

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Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Previously Filed Exhibit	Filed Herewith
10.24	Employment Agreement, by and between the Registrant and Michael A. Slaney, dated September 22, 2010.					X
10.25	Offer Letter, by and between the Registrant and Stacy Smith, dated June 7, 2010.	S-1	333-168792	November 4, 2010	10.20	
10.26	Offer Letter, by and between the Registrant and Bruce Smith, dated June 14, 2010.	S-1	333-168792	November 4, 2010	10.21	
10.27	Offer Letter, by and between the Registrant and Carlos A. Cabrera, dated June 14, 2010.	S-1	333-168792	November 4, 2010	10.22	
10.28	Plain English Growth Capital Loan and Security Agreement, by and between the Registrant and TriplePoint Capital LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.23	
10.29	Plain English Growth Capital Loan and Security Agreement, by and between Gevo Development, LLC and TriplePoint Capital, LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.24	
10.30	Joinder Agreement and First Amendment, by and among Gevo Development, LLC, Agri-Energy, LLC and TriplePoint Capital, LLC, dated September 22, 2010, to the Plain English Growth Capital Loan and Security Agreement, by and between Gevo Development, LLC and TriplePoint Capital, LLC, dated August 5, 2010.	S-1	333-168792	October 21, 2010	10.25	

Information not required in prospectus

Exhibit Number	Description	Form	Previously Filed File No.	Previously Filed Filing Date	Exhibit	Filed Herewith
10.31†	Ethanol Purchasing and Marketing Agreement, by and between C&N Ethanol Marketing Corporation and Agri-Energy, LP, dated April 1, 2009.	S-1	333-168792	November 4, 2010	10.26	
10.32	Exclusive Supply Agreement, by and among the Registrant, LANXESS Inc. and LANXESS Corporation, dated January 14, 2011.					X
10.33	Form of Indemnification Agreement between the Registrant and its directors and officers.					X
21.1	List of Subsidiaries.	S-1	333-168792	October 1, 2010	10.10	
23.1	Consent of Deloitte & Touche, LLP.					X
23.2	Consent of Deloitte & Touche, LLP.					X
23.3*	Consent of Paul, Hastings, Janofsky & Walker LLP					
23.4	Consent of ICM, Inc.	S-1	333-168792	October 21, 2010	23.4	
23.5	Consent of DNV Columbus, Inc.	S-1	333-168792	October 21, 2010	23.5	
24.1	Power of Attorney	S-1	333-168792	August 12, 2010	24.1	

* 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.

Certain schedules and exhibits referenced in this document have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the SEC upon request.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

GEVO, INC.

GEVO INC., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. The name of the corporation is Gevo, Inc.

2. 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.

3. The Amended and Restated Certificate of Incorporation of this corporation is hereby amended and restated to read as follows:

FIRST: The name of the corporation is Gevo, Inc. (hereinafter referred to as the “Corporation”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904. The name of the registered agent of the Corporation at that address is National Registered Agents, Inc.

THIRD: 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 (the “Delaware General Corporation Law”).

FOURTH: The Corporation is authorized to issue two classes of stock to be designated, respectively, “Common Stock” and “Preferred Stock.” The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 105,000,000 of which 100,000,000 shares shall be Common Stock, having a par value of $0.01 per share (the “Common Stock”), and 5,000,000 shares shall be Preferred Stock, having a par value of $0.01 per share (the “Preferred Stock”).

A. The board of directors or any authorized committee thereof is authorized, to the fullest extent permitted by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a “Preferred Stock Designation”), to establish from time to time the number of shares to be included in each such series and the designation of such series, to fix the voting powers (if any) of the shares of such series, and to fix any other powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Except as otherwise provided in any Preferred Stock Designation, the number of authorized shares of Common Stock or Preferred Stock may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of a majority in voting power of the outstanding capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law (or any successor provision thereto), and no vote of the holders of either the Common Stock or the Preferred Stock voting separately as a class shall be required therefor.

B. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; *provided*, *however*, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) or pursuant to the Delaware General Corporation Law.

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors.

B. The directors of the Corporation need not be elected by written ballot unless the Corporation's Bylaws so provide.

C. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

D. Special meetings of stockholders of the Corporation may be called only by the board of directors acting pursuant to a resolution adopted by a majority of the directors then in office.

E. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensible parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article FIFTH, Section E.

SIXTH: A. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the board of directors pursuant to a resolution adopted by a majority of the directors then in office. The date, time and place, if any, of the annual meeting of stockholders for the purpose of electing directors shall be determined solely by resolution of the board of directors in its sole and absolute discretion. The board of directors, other than those directors who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes, designated as Class I, Class II and Class III, respectively. The board of directors is authorized to assign members of the board already in office to each class in accordance with a resolution or resolutions that has been or will be adopted by a majority of the directors then in office. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire board of directors. The Class I directors shall initially serve until the Corporation's first annual meeting of stockholders held after the closing of the Corporation's initial public offering; the Class II directors shall initially serve until the Corporation's second annual meeting of stockholders held after the closing of the Corporation's initial public offering; and the Class III directors shall initially serve until the Corporation's third annual meeting of stockholders held after the closing of the Corporation's initial public offering, with each director to hold office until his or her successor shall have been duly elected and qualified. Commencing with the first annual meeting of stockholders held after the closing of the Corporation's initial public offering, directors of each class the term of which shall then expire shall be elected for a term of office ending at the third annual meeting of stockholders following such persons' election, with each director to hold office until his or her successor shall have been duly elected and qualified. In case of any increase or decrease, from time to time, in the number of directors (other than directors elected by the holders of any series of Preferred Stock), the number of directors in each class shall be apportioned as nearly equal as possible.

B. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any and all vacancies in the board of directors, however occurring, including, without limitation, newly-created directorships by reason of an increase in the size of the board of directors, or the death, resignation, disqualification or removal of a director, shall, unless otherwise required by law or by resolution of the board of directors, be filled only by a majority vote of the remaining directors then in office, even if less than a quorum (and not by stockholders), and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been chosen expires or until such directors' successors shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director. In the event of a vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by law, shall exercise the powers of the full board of directors until the vacancy is filled.

C. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

D. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire board of directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors, voting together as a single class.

SEVENTH: In furtherance and not in limitation of the powers conferred by law, the board of directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the board of directors shall require the approval of a majority of the directors then in office. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided*, *however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation.

EIGHTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Amended and Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, 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 nor modification of this Article EIGHTH, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article EIGHTH, 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, modification or adoption of such an inconsistent provision with respect to events occurring prior to the date of such amendment, repeal, modification or adoption.

NINTH: The Corporation reserves the right to amend or repeal any provision contained in this Amended and Restated Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; *provided*, *however*, that, notwithstanding any other provision of this Amended and

Restated Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of this Corporation required by law or by this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal this Article NINTH, Sections C, D or E of Article FIFTH, Article SIXTH, Article SEVENTH, or Article EIGHTH.

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4. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware by the board of directors 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: ___________, 2011

Gevo, Inc.

By: ____

Patrick Gruber, CEO

Exhibit 3.4

GEVO, INC.

AMENDED AND RESTATED BYLAWS

ARTICLE I - STOCKHOLDERS

Section 1. Annual Meeting.

An annual meeting of the stockholders of Gevo, Inc. (the ***"Corporation"***), for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting in accordance with Section 2 of this Article I, shall be held at such place, on such date, and at such time as the Board of Directors of the Corporation (the ***"Board"***) shall each year fix, which date shall be within thirteen (13) months of the last annual meeting of stockholders. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication, as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the ***"DGCL"***).

Section 2. Advance Notice Provisions for Stockholder Proposals.

(1) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) brought before the meeting by the Corporation and specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) brought before the meeting by or at the direction of the Board or any committee thereof, or (iii) otherwise properly brought before the meeting by a stockholder who (A) was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time of giving the notice provided for in this Section 2 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 2 as to such business. Stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders, and the only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the Board pursuant to Section 4 of this Article I. Stockholders seeking to nominate persons for election to the Board must comply with Section 3 of this Article I, and this Section 2 shall not be applicable to nominations except as expressly provided in Section 3 of this Article I.

(2) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the Corporation, (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2 and (iii) constitute a proper mater for stockholder action. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the one hundred twentieth (120th) day prior to the one (1)-year anniversary of the preceding year's annual

meeting; provided, however, that if the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the ninetieth (90th) day prior to such annual meeting or, if later, the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods, ***"Timely Notice"***). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice as described above.

(3) To be in proper form for purposes of this Section 2, a stockholder's notice to the Secretary of the Corporation shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the ***"Exchange Act"***)) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as ***"Stockholder Information"***);

(ii) As to each Proposing Person, (A) any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to give such Proposing Person economic risk similar to ownership of shares of any class or series of the Corporation, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Corporation, or which derivative, swap or other transactions provide, directly or indirectly, the opportunity to profit from any increase in the price or value of shares of any class or series of the Corporation (***"Synthetic Equity Interests"***), which Synthetic Equity Interests shall be disclosed without regard to whether (x) the derivative, swap or other transactions convey any voting rights in such shares to such Proposing Person, (y) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such shares or (z) such Proposing Person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions, (B) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any class or series of the Corporation, (C) any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of the Corporation, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Corporation (***"Short Interests"***), (D) any rights to dividends on the shares of any class or series of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (E) any performance related fees (other than an asset based fee) that such Proposing Person is entitled to based on any increase or decrease in the price or value of shares of any class or series of the Corporation, or any Synthetic Equity Interests or Short Interests, if any, and (F) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (F) are referred to as ***"Disclosable Interests"***); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner; and

(iii) As to each Proposing Person, (A) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business and (B) a representation whether the Proposing Person intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (b) otherwise to solicit proxies or votes from stockholders in support of such proposal.

(iv) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a reasonably brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder.

(v) For purposes of this Section 2, the term ***"Proposing Person"*** shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, (iii) any affiliate or associate (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner, and (iv) any other person with whom such stockholder or beneficial owner (or any of their respective affiliates or associates) is Acting in Concert (as defined below).

(vi) A person shall be deemed to be ***"Acting in Concert"*** with another person for purposes of these Bylaws if such person knowingly acts (whether or not pursuant to an express agreement, arrangement or understanding) in concert with, or towards a common goal relating to the management, governance or control of the Corporation in parallel with, such other person where (A) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (B) at least one (1) additional factor suggests that such persons intend to act in concert or in parallel, which such additional factors may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions, or making or soliciting invitations to act in concert or in parallel; provided, that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies or consents from such other person in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a proxy or consent solicitation statement filed on Schedule 14A. A person Acting in Concert with another person shall be deemed to be Acting in Concert with any third party who is also Acting in Concert with such other person.

(4) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(5) The foregoing notice requirements of this Section 2 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(6) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, no business shall be conducted at an annual meeting except in accordance with this Section 2. Except as otherwise provided by law, the chairperson of the meeting shall have the power and duty, if the facts warrant, (a) to determine whether business was properly brought before the meeting in accordance with this Section 2 (including whether the Proposing Person solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such Proposing Person's proposal in compliance with such Proposing Person's representation as required by clause (3)(iii)(B) of this Section 2), and (b) if he or she should so determine that the business was not proposed in compliance with this Section 2, he or she shall so declare to the meeting and any such business

not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section 2, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of these Bylaws, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(7) Notwithstanding the foregoing provisions of this Section 2 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to any such business proposals; provided, however, that references in these Bylaws to the Exchange Act, or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements of these Bylaws applicable to proposals or any other business to be considered pursuant to this Section 2 (including paragraphs (1)(iii) and (2) hereof), and compliance with paragraphs (1)(iii) and (2) of this Section 2 shall be the exclusive means for a stockholder to submit other business (other than, as provided in paragraph (5) of this Section 2, business other than nominations brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as may be amended from time to time). Nothing in this Section 2 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act.

(8) For purposes of these Bylaws, "public disclosure" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

Section 3. Advance Notice Provisions for Nominations of Directors.

(1) Nominations of any person for election to the Board at an annual meeting may be made at such meeting only (i) by or at the direction of the Board, including by any committee or persons appointed by the Board, (ii) pursuant to the Corporation's notice of meeting (or any supplement thereto) or (iii) by a stockholder who (A) was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such nomination is proposed to be made, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time of giving the notice provided for in this Section 3 and at the time of the meeting, (B) is entitled to vote at the meeting and upon such election, and (C) has complied with this Section 3 as to such nomination.

(2) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board at an annual meeting, the stockholder must (i) provide

Timely Notice (as defined in Section 2(2) of this Article I) thereof in writing and in proper form to the Secretary of the Corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 3. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected if the election of directors is a matter specified in the notice of meeting given by or at the direction of the Board (i) by or at the direction of the Board (or any committee thereof), or (ii) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation, who is a stockholder of record of the Corporation at the time the notice provided for in this Section 3 is delivered to the Secretary of the Corporation, who is entitled to vote at the special meeting and upon such election and who complies with the notice procedures set forth in this Section 3. The stockholder must (i) provide timely notice thereof in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 3. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120th) day prior to such special meeting and not later than the ninetieth (90th) day prior to such special meeting or, if later, the tenth (10th) day following the day on which public disclosure (as defined in Section 2(8) of this Article I) of the date of such special meeting and of the nominees proposed by the Board to be elected at such meeting was first made. In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(3) To be in proper form for purposes of this Section 3, a stockholder's notice to the Secretary of the Corporation shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 2(3)(i) of this Article I, except that for purposes of this Section 3 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2(3)(i) of this Article I);

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 2(3)(ii) of this Article I, except that for purposes of this Section 3 of this Article I the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2(3)(ii) of this Article I and the disclosure in clause (F) of Section 2(3)(ii) of this Article I shall be made with respect to the election of directors at the meeting);

(iii) As to each Nominating Person, the information required to be disclosed pursuant to Section 2(3)(iii) of this Article I, except that for purposes of this Section 3 of this Article I, the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2(3)(iii) of this Article I and the references to "proposal" or "business" shall be deemed to be reference to "nomination";

(iv) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 3 if such proposed nominee were a Nominating Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among any Nominating Person, on the one hand, and each proposed nominee, his or her respective affiliates and associates and any other persons with whom such proposed nominee (or any of his or her respective affiliates and associates) is Acting in Concert (as defined in Section 2(3)(vi) of this Article I), on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant and (D) a completed and signed questionnaire, representation and agreement as provided in Section 3(6) of this Article I;

(v) The Corporation may require any proposed nominee to furnish such other information (A) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or (B) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee; and

(vi) For purposes of this Section 3, the term ***"Nominating Person"*** shall mean (A) the stockholder providing the notice of the nomination proposed to be made at the meeting, (B) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, (C) any affiliate or associate of such stockholder or beneficial owner, and (D) any other person with whom such stockholder or such beneficial owner (or any of their respective affiliates or associates) is Acting in Concert.

(4) A stockholder providing notice of any nomination proposed to be made at an annual or special meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 3 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, or if practicable, any adjournment or postponement thereof (and if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(5) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, no person shall be eligible for election as a director of the Corporation unless nominated in accordance with this Section 3. Except as otherwise provided by law, the chairperson of the meeting shall have the power and duty, if the facts warrant, (a) to determine whether a nomination was properly made in accordance with this Section 3 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (3)(iii) of this Section 3), and (b) if he or she should so determine that any proposed nomination was not made in compliance with this Section 3, he or she shall so declare such determination to the meeting and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 3, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(6) To be eligible to be a nominee for election as a director of the Corporation, the proposed nominee must deliver (in accordance with the time periods prescribed for delivery of notice under this Section 3) to the Secretary of the Corporation at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such proposed nominee (which questionnaire shall be provided by the Secretary of the Corporation upon written request) and a written representation and agreement (in form provided by the Secretary of the Corporation upon written request) that such proposed nominee (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a ***"Voting Commitment"***) that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (ii) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation and (iii) in such proposed nominee's individual capacity and on behalf of the stockholder (or the beneficial owner, if different) on whose behalf the nomination is made, would be in compliance, if elected to a director of the Corporation, and will comply with applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(7) Notwithstanding anything in the first sentence of paragraph 2 of this Section 3 to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (2) of this Section 3 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 3 shall also be considered timely, but only with respect to nominees for

the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public disclosure is first made by the Corporation.

(8) In addition to the requirements of this Section 3 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to any such nominations; provided, however, that references in these Bylaws to the Exchange Act, or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements of these Bylaws applicable to nominations to be considered pursuant to these Bylaws (including paragraphs (1)(iii) and (2) hereof), and compliance with paragraphs (1)(iii) and (2) of this Section 2 shall be the exclusive means for a stockholder to make nominations. Nothing in this Section 3 shall be deemed to affect any rights (a) of stockholders to request inclusion of nominations in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the certificate of incorporation.

Section 4. Special Meetings.

(1) Special meetings of the stockholders for any purpose or purposes may be called at any time by the Board acting pursuant to a resolution adopted by a majority of the directors then in office, but such special meetings may not be called by any other person or persons. The Board may postpone or reschedule any previously scheduled special meeting.

(2) Only such business shall be conducted at a special meeting of stockholders as shall have been stated in the notice for such special meeting.

Section 5. Notice of Meetings.

Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the DGCL) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, if any, date and time of the meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the DGCL. An affidavit of the Secretary or an Assistant Secretary of the Corporation or of the transfer agent or any other agent of the Corporation that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 6. Quorum and Adjournment.

At any meeting of the stockholders, the holders of a majority in voting power of the stock issued and outstanding and entitled to vote at the meeting, present in person, present by any means of remote communication, authorized by the Board in its sole discretion, or represented 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, the Certificate of Incorporation or these Bylaws. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

If a quorum shall not be present or represented at any annual or special meeting of the stockholders, the chairperson of the meeting, or the holders of a majority in voting power of the shares of stock of the Corporation which are entitled to vote at the meeting and are present in person, present by any means of remote communication authorized by the Board in its sole discretion or represented by proxy, shall have power to adjourn the meeting from time to time until a quorum is present or represented. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting 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, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 7. Organization.

Such person as the Board may have designated or, in the absence of such a person, the Chairperson of the Board or, in his or her absence, the Chief Executive Officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority in voting power of the of stock of the Corporation which are entitled to vote at the meeting and are present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy, shall call to order any meeting of the stockholders and act as chairperson of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairperson of the meeting appoints.

Section 8. Conduct of Business.

The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairperson of the meeting shall have the power to adjourn the meeting for any reason (or no reason) to another place, if any, date and time, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting by the chairperson of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The chairperson at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine that a matter or business was not properly brought before the meeting and if such chairperson should so determine, such chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 9. Voting.

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 11 of this Article I, Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the Certificate of Incorporation or these Bylaws, each stockholder voting shall be entitled to one (1) vote for each share of capital stock of the Corporation held by such stockholder which has voting power upon the matter in question.

At all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect a director. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are entitled to vote at the meeting and are present in person, present by any means of remote communication authorized by the Board in its sole discretion or represented by proxy.

Section 10. Stockholder Action by Written Consent.

Subject to the rights of the holders of the shares of any series of Preferred Stock or any other class of stock or series thereof having a preference over the Common Stock as to dividends or upon liquidation, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

Section 11. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

In order that the Corporation may determine the stockholders 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 may fix a record date, which shall not be more than sixty (60) days prior to such other action. If no such record date is fixed for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board adopts a resolution relating thereto.

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 may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

Section 12. Proxies and Voting.

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. A proxy may be in the form of a telegram, cablegram or other means of electronic transmission which sets forth or is submitted with information from which it can be determined that the telegram, cablegram or other means of electronic transmission was authorized by the stockholder.

Section 13. Stock List.

The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date); 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 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 ten (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 Corporation’s principal executive office. 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. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 14. Inspectors of Election.

The Corporation shall, in advance of any meeting of stockholders, appoint one (1) or three (3) inspectors of election, who may be employees of the Corporation, to act at the meeting or its adjournment and make a written report thereof. The Corporation may designate one (1) or more alternate inspectors of election to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one (1) or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality, in good faith, and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors of election. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. If there are three (3) inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspector or inspectors of election is prima facie evidence of the facts stated therein. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE II - DIRECTORS

Section 1. Powers.

Subject to the provisions of the DGCL and any limitations in the Certificate of Incorporation or these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

Section 2. Number of Directors.

Subject to the Certificate of Incorporation, the authorized number of directors shall be determined from time to time exclusively by resolution of the Board, provided the Board shall consist of at least one (1) member. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 3. Election, Qualification and Term of Office of Directors.

Except as provided in Section 4 of this Article II, each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders unless so required by the Certificate of Incorporation or these Bylaws. The Certificate of Incorporation or these Bylaws may prescribe other qualifications for directors.

If so provided in the Certificate of Incorporation, the directors of the Corporation shall be divided into three (3) classes.

Section 4. Resignation and Vacancies.

Any director may resign at any time upon notice given in writing or by electronic transmission to the Chairperson of the Board, CEO or Secretary of the Corporation, such resignation to specify whether it will be effective at a particular time, upon receipt or at the pleasure of the Board. If no such specification is made, it shall be deemed effective upon receipt. When one (1) or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this Section 4 in the filling of other vacancies.

Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any and all vacancies, however occurring, including without limit, by reason of an increase in the authorized number of directors or the death, resignation, disqualification or removal may only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by stockholders) and each director so chosen shall hold office until the next annual meeting and until his or her successor is duly elected and qualified. If the directors are divided into classes, a person so elected by the directors then in office to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified.

Section 5. Place of Meetings; Meetings by Telephone.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this Section 5 shall constitute presence in person at the meeting.

Section 6. Regular Meetings.

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 7. Special Meetings; Notice.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the chief executive officer, or a majority of the authorized number of directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile; or

(iv) sent by electronic mail,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Corporation's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least twenty-four (24) hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation's principal executive office) nor the purpose of the meeting.

Section 8. Conduct of Business.

At any meeting of the Board, business shall be transacted in such order and manner as the Board may from time to time determine. Meetings of the Board shall be presided over by the chairman of the Board or, in his or her absence, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 9. Quorum.

At all meetings of the Board, the directors entitled to cast a majority of the votes of the total authorized number of directors shall constitute a quorum for the transaction of business. A majority of the votes entitled to be cast by the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. Board Action by Written Consent Without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board 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 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.

Section 11. Fees and Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board 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.

Section 12. Removal of Directors.

Except as otherwise provided by the DGCL, the Board or any individual director may be removed from office at any time but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors, voting together as a single class. At least forty-five (45) days prior to any annual or special meeting of stockholders at which it is proposed that any director be removed from office, written notice of such proposed removal and the alleged grounds thereof shall be sent to the director whose removal will be considered at the meeting.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE III - COMMITTEES

Section 1. Committees of Directors.

The Board may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board 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 the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these Bylaws, shall have and may exercise all the powers and authority of the Board 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 that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Corporation.

Section 2. Committee Minutes.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

Section 3. Meetings and Action of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 5 of Article II (place of meetings and meetings by telephone);

(ii) Section 6 of Article II (regular meetings);

(iii) Section 7 of Article II (special meetings and notice);

(iv) Section 8 of Article II (conduct of business);

(v) Section 9 of Article II (quorum);

(vi) Section 2 of Article VIII (waiver of notice); and

(vii) Section 10 of Article II (action without a meeting),

with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members. However:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE IV - OFFICERS

Section 1. Officers.

The officers of the Corporation shall be a President and a Secretary. The Corporation may also have, at the discretion of the Board, a Chairperson of the Board, a Vice Chairperson of the Board, a Chief Executive Officer, a Chief Financial Officer or Treasurer, one (1) or more Vice Presidents, one (1) or more Assistant Vice Presidents, one (1) or more Assistant Treasurers, one (1) or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these Bylaws. Any number of offices may be held by the same person.

Section 2. Appointment of Officers.

The Board shall appoint the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article IV, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Subordinate Officers.

The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers and agents as the business of the Corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board then in office at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5. Vacancies in Offices.

Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 3 of this Article IV.

Section 6. Representation of Shares of Other Corporations.

The Chairperson of the Board, the President, any Vice President, the Treasurer, the Secretary or Assistant Secretary of the Corporation, or any other person authorized by the Board or the President or a Vice President, is authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

Section 7. Authority and Duties of Officers.

All officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be designated from time to time by the Board or the stockholders and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

ARTICLE V - RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Records.

The Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books and other records.

In accordance with Delaware law, any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation’s stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person’s interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent so to act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in Delaware or at its principal executive office.

Section 2. Inspection by Directors.

In accordance with Delaware law, any director shall have the right to examine the Corporation’s stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the Corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE VI - STOCK

Section 1. Certificates of Stock; Uncertificated Shares.

The shares of the Corporation shall be evidenced by certificates; provided, however, that the Board may provide by resolution or resolutions that some or all of any or all classes or series of stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares evidenced by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock evidenced by certificates, and upon request every holder of uncertificated shares, shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairperson or a Vice-Chairperson of the Board or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Chief Financial Officer, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has 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.

Section 2. Transfers of Stock.

Subject to any restrictions on transfer and unless otherwise provided by the Board, shares of stock that are represented by a certificate may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate theretofore properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require. Shares of stock that are not represented by a certificate may be transferred on the books of the Corporation by submitting to the Corporation or its transfer agent such evidence of transfer and following such other procedures as the Corporation or its transfer agent may require.

Section 3. Registered Stockholders.

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 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 the laws of the State of Delaware.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Corporation may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board may establish.

ARTICLE VII - OTHER SECURITIES OF THE CORPORATION

All bonds, debentures and other corporate securities of the Corporation, other than stock certificates (covered in Article VI), may be signed by the Chairperson of the Board, the Chief Executive Officer, the President or any Vice President, or such other person as may be authorized by the Board, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the Corporation or such other person as may be authorized by the Board, or bear imprinted thereon the facsimile signature of such person.

ARTICLE VIII - NOTICES

Section 1. Notices.

If mailed, notice to stockholders shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by facsimile, telegraph, telex or by electronic transmission in the manner provided in Section 232 of the DGCL.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under the provisions of the DGCL, the Corporation’s Amended and Restated Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send such single notice, shall be deemed to have consented to receiving such single written notice. Any such consent shall be revocable by the stockholder by written notice to the Corporation.

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder or director entitled to notice, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE IX - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof.

Section 2. Corporate Seal.

The Board may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary of the Corporation. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

To the fullest extent permitted by applicable law, each director and each member of any committee designated by the Board, in the performance of his or her duties, shall be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by resolution of the Board.

Section 5. Time Periods.

In applying any provision of these Bylaws that requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 6. Other Offices.

The registered office of the Corporation shall be fixed in the Corporation’s Certificate of Incorporation, as same may be amended from time to time. The Corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board, and may also have offices at such other places, both within and without the State of Delaware as the Board may from time to time determine or the business of the Corporation may require.

Section 7. Execution of Corporate Instruments.

The Board may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the Corporation any corporate instrument or document, or to sign on behalf of the Corporation the corporate name without limitation, or to enter into contracts on behalf of the Corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the Corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the Corporation or in special accounts of the Corporation shall be signed by such person or persons as provided in these Bylaws or as the Board shall authorize so to do.

Unless authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

ARTICLE X - INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a ***"Proceeding"***), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or an officer of the Corporation or is or, while a director or officer of the Corporation, was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an ***"Indemnitee"***), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this Article X with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized in the specific case by the Board of the Corporation or is expressly required by law.

Section 2. Right to Advancement of Expenses.

In addition to the right to indemnification conferred in Section 1 of this Article X, an Indemnitee shall, to the fullest extent not prohibited by applicable law, also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such Proceeding in advance of its final disposition (hereinafter an ***"Advancement of Expenses"***); provided, however, that, if required by the DGCL, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an ***"Undertaking"***), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a ***"Final Adjudication"***) that such Indemnitee is not entitled to be indemnified for such expenses under Section 1 of this Article X or otherwise.

Section 3. Right of Indemnitee to Bring Suit.

If a claim under Section 1 (following the final disposition of such proceeding) or 2 of this Article X is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses), it shall be a defense that, and (ii) any suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Corporation shall be entitled to recover such expenses upon a Final Adjudication that, in either case the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, under this Article X or otherwise shall be on the Corporation.

Section 4. Non-Exclusivity of Rights.

The rights to indemnification and to the Advancement of Expenses conferred in this Article X shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, the Corporation's Amended and Restated Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. Insurance.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 6. Indemnification of Employees and Agents of the Corporation.

The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article X with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. Other Indemnification.

The Corporation's obligation, if any, to indemnify or advance expenses to any Indemnitee who was or is serving at its request as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such Indemnitee may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 8. Nature of Rights.

The rights conferred upon indemnitees in this Article X shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article X that adversely affects any right of an Indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 9. Saving Clause.

If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each director and officer to the fullest extent not prohibited by any applicable portion of this Article X that shall not have been invalidated, or by any other applicable law. If this Article X shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the Corporation shall indemnify and advance expenses to each director and officer to the fullest extent permitted under any other applicable law.

ARTICLE XI - LOANS TO OFFICERS

Except as otherwise prohibited by applicable law, including the Sarbanes-Oxley Act of 2002, the Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiaries, including any officer or employee who is a director of the Corporation or its subsidiaries, whenever, in the judgment of the Board, such loan, guarantee or assistance may reasonably be expected to benefit the Corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

ARTICLE XII - AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal Bylaws of the Corporation; provided, however, that, with respect to the power of holders of capital stock to adopt, amend and repeal Bylaws of the Corporation, notwithstanding any other provision of these Bylaws or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law, these Bylaws or any preferred stock, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of these Bylaws.

Exhibit 4.1

NUMBER

G

COMMON STOCK

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

gevo™

SHARES

COMMON STOCK

SEE REVERSE FOR CERTAIN DEFINITIONS

GEVO, INC.

CUSIP 374396 10 9

THIS CERTIFIES that

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK, $.01 PAR VALUE PER SHARE, OF

GEVO, INC.

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and and registered by the Registrar.

WITNESS the facsimile signatures of the Corporation's duly authorized officers.

CERTIFICATE OF STOCK

Dated:

CHIEF EXECUTIVE OFFICER

SECRETARY

COUNTERSIGNED AND REGISTERED:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
(NEW YORK, NY)
TRANSFER AGENT AND REGISTRAR

BY:

AUTHORIZED SIGNATURE

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT– .... Custodian ....
(Cust) (Minor)
under Uniform Gifts to Minors
Act ....
(State)

Additional abbreviations may also be used though not in the above list.

For value received ______________________ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

______________________ Shares of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint ______________________

______________________ Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated ______________

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

SIGNATURE(S) GUARANTEED:

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 5.1

[LETTERHEAD OF PAUL, HASTINGS, JANOFSKY & WALKER LLP]

, 2011

Gevo, Inc.
345 Inverness Drive South
Building C, Suite 310
Englewood, CO 80112

Re: Registration Statement on Form S-1

Ladies and Gentlemen:

We have acted as counsel to Gevo, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the U.S. Securities and Exchange Commission (the "Commission"), pursuant to the Securities Act of 1933, as amended (the "Securities Act"), of the Registration Statement on Form S-1 (File No. 333-168792) of the Company (as amended through the date hereof and including all exhibits thereto, the "Registration Statement"), including a related prospectus filed with the Registration Statement (the "Prospectus"), relating to the proposed underwritten public offering (the "Offering") of up to an aggregate of shares (the "Shares") of the Company's common stock, par value $0.01 per share (the "Common Stock"), to be sold by the Company, which includes up to shares of Common Stock that may be sold by the Company upon exercise of the over-allotment option granted to the underwriters of the Offering.

As such counsel and for purposes of our opinion set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, resolutions, certificates and instruments of the Company, certificates of public officials and such other instruments and documents as we have deemed necessary or appropriate as a basis for the opinion set forth below, including, without limitation: (i) the Registration Statement; (ii) the Prospectus; (iii) the Company's Amended and Restated Certificate of Incorporation, as currently in effect, filed as Exhibit 3.1 to the Registration Statement; (iv) the Company's Amended and Restated Bylaws, as currently in effect, filed as Exhibit 3.3 to the Registration Statement; (v) the Company's Amended and Restated Certificate of Incorporation, to become effective upon completion of the Offering, filed as Exhibit 3.2 to the Registration Statement; (vi) the Company's Amended and Restated Bylaws, to become effective upon completion of the Offering, filed as Exhibit 3.4 to the Registration Statement; and (vii) the Underwriting Agreement to be entered into by and between the Company and UBS Securities LLC and , as representatives of the several underwriters, filed as Exhibit 1.1 to the Registration Statement (the "Underwriting Agreement").

In addition to the foregoing, we have made such investigations of law as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

In such examination and in rendering the opinion expressed below, we have assumed, without independent investigation or verification: (i) the genuineness of all signatures on all agreements, instruments, corporate records, certificates and other documents submitted to us; (ii) the legal capacity and authority of all persons or entities executing all agreements, instruments, corporate records, certificates and other documents submitted to us; (iii) the authenticity and completeness of all agreements, instruments, corporate records, certificates and other documents submitted to us as originals; (iv) that all agreements, instruments, corporate records, certificates and other documents submitted to us as certified, electronic, facsimile, conformed, photostatic or other copies conform to authentic originals thereof, and that such originals are authentic and complete; (v) the due authorization, execution and delivery of all agreements, instruments, certificates and other documents by all parties thereto; (vi) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and other persons on which we have relied for the purposes of this opinion set forth below are true and correct; and (vii) that the officers and directors of the Company have properly exercised their fiduciary duties. As to all questions of fact material to the opinion and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation) upon certificates or comparable documents of officers and representatives of the Company. We also have assumed that the Shares will be sold for a price per share not less than the par value per share of the Common Stock, and that the Shares will be issued and sold as described in the Registration Statement and the Underwriting Agreement.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the opinion that the Shares, when sold and issued in accordance with the Registration Statement and the Prospectus, with payment received by the Company in the manner described in the Underwriting Agreement, will be validly issued, fully paid and nonassessable.

Without limiting any of the other limitations, exceptions and qualifications stated elsewhere herein, we express no opinion with regard to the applicability or effect of the law of any jurisdiction other than, as in effect as of the date of this letter, the Delaware General Corporation Law, the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws.

This opinion letter deals only with the specified legal issues expressly addressed herein, and you should not infer any opinion that is not explicitly stated herein from any matter addressed in this opinion letter.

This opinion letter speaks as of the date hereof and we assume no obligation to advise you or any other person with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set forth herein, even though the change may affect the legal analysis, a legal conclusion or other matters in this opinion letter.

We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

Exhibit 10.14

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Plan Document

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1. **Introduction.**

(a) *Purpose.* Gevo, Inc. (the "Company") hereby establishes this equity-based incentive compensation plan to be known as the "Gevo, Inc. 2010 Stock Incentive Plan" (the "Plan"), for the following purposes: (i) to enhance the Company's ability to attract highly qualified personnel; (ii) to strengthen its retention capabilities; (iii) to enhance the long-term performance and competitiveness of the Company; and (iv) to align the interests of Plan participants with those of the Company's stockholders. This Plan is intended to serve as the sole source for all future equity-based awards to those eligible for Plan participation.

(b) *Effective Date.* This Plan shall become effective on the closing date (the "Effective Date") of the Company's initial public offering; subject to the Plan's receipt of stockholder approval beforehand in accordance with the Company's governing instruments.

(c) *Definitions*. Terms in the Plan and its Appendix that begin with an initial capital letter have the defined meaning set forth in *Appendix I* or elsewhere in this Plan, in either case unless the context of their use clearly indicates a different meaning.

(d) *Effect on Other Plans*, *Awards*, *and Arrangements*. This Plan is not intended to affect and shall not affect any stock options, equity-based compensation, or other benefits that the Company or its Affiliates may have provided, or may separately provide in the future, pursuant to any agreement, plan, or program that is independent of this Plan.

(e) *Sole Source for Future Stock Awards.* Notwithstanding any other provision of the Plan, no further awards of any kind shall occur under any other Company plan or program that entails the issuance of Share-settled awards (including but not limited to the Prior Plan), and any Shares that are currently subject to awards under any such plans which are subsequently forfeited, cancelled, settled or lapse unexercised shall be added to the reserve of Shares that are authorized and available for issuance pursuant to this Plan.

2. **Types of Awards.** The Plan permits the granting of the following types of Awards according to the Sections of the Plan listed here:

Section 5	Stock Options
Section 6	Share Appreciation Rights ("SARs")
Section 7	Restricted Shares, Restricted Share Units ("RSUs"), and Unrestricted Shares
Section 8	Deferred Share Units ("DSUs")
Section 9	Performance and Cash-settled Awards
Section 10	Dividend Equivalent Rights

3. **Shares Available for Awards.**

(a) *Generally.* Subject to Section 3(b) and Section 13 below, the aggregate number of Shares which may be issued pursuant to Awards under the Plan is the sum of (i) 2,419,036 Shares and (ii) any Shares which as of the Effective Date are subject to awards under the Prior Plan which are subsequently forfeited, cancelled, settled, or lapse unexercised. The Shares deliverable pursuant to Awards shall be authorized but unissued Shares, or Shares that the Company otherwise holds in treasury or in trust.

(b) *Replenishment; Counting of Shares.* Any Shares reserved for Plan Awards will again be available for future Awards if the Shares for any reason will never be issued to a Participant or Beneficiary pursuant to an Award (for example, due to its settlement in cash rather than in Shares, or the Award's forfeiture, cancellation, expiration, or net settlement without the issuance of Shares). Further, and to the extent permitted under Applicable Law, the maximum number of Shares available for delivery under the Plan shall not be reduced by any Shares issued under the Plan through the settlement, assumption, or substitution of outstanding awards or obligations to grant future awards as a condition of the Company's or an Affiliate's acquiring another entity. On the other hand, Shares that a Person owns and tenders in payment of all or part of the exercise price of an Award or in satisfaction of applicable Withholding Taxes shall not increase the number of Shares available for future issuance under the Plan.

(c) *Award Vesting Limitation*. Notwithstanding any other provision of the Plan to the contrary, Awards shall become vested on a pro rata basis over a period of not less than three years (or, in the case of vesting with respect to Performance Awards, over a period of not less than one year measured from the commencement of the period over which performance is evaluated) following the Grant Date; *provided, however*, that, notwithstanding the foregoing, Awards that result in the issuance of an aggregate of up to 10% of the Shares available pursuant to Section 3(a), as adjusted pursuant to Section 13 below, may be granted to any one or more Eligible Persons without respect to such minimum vesting provisions.

4. **Eligibility.**

(a) *General Rule*. Subject to the express provisions of the Plan, the Committee shall determine from the class of Eligible Persons those Persons to whom Awards may be granted. Each Award shall be evidenced by an Award Agreement that sets forth its Grant Date and all other terms and conditions of the Award, that is signed on behalf of the Company (or delivered by an authorized agent through an electronic medium), and that, if required by the Committee, is signed by the Eligible Person as an acceptance of the Award. The grant of an Award shall not obligate the Company or any Affiliate to continue the employment or service of any Eligible Person, or to provide any future Awards or other remuneration at any time thereafter.

(b) *Option and SAR Limits per Person.* During the term of the Plan, no Participant may receive Options and SARs that relate to more than 20% of the maximum number of Shares issuable under the Plan as of its Effective Date, as such number may be adjusted pursuant to Section 13 below.

(c) *Replacement Awards*. Subject to Applicable Law (including any associated stockholder approval requirements), the Committee may, in its sole discretion and upon such terms as it deems appropriate, require as a condition of the grant of an Award to a Participant that the Participant consent to surrender for cancellation some or all of the Awards or other grants that the Participant has received under this Plan or otherwise. An Award conditioned upon such surrender may or may not be the same type of Award, may cover the same (or a lesser or greater) number of Shares as such surrendered Award, may have other terms that are determined without regard to the terms or conditions of such surrendered Award, and may contain any other terms that the Committee deems appropriate. In the case of Options and SARs, these other terms may not involve an exercise price that is lower than the exercise price of the surrendered Option or SAR unless the Company's stockholders approve the grant itself or the program under which the grant is made pursuant to the Plan.

5. **Stock Options.**

(a) *Grants.* Subject to the special rules for ISOs set forth in the next paragraph, the Committee may grant Options to Eligible Persons pursuant to Award Agreements setting forth terms and conditions that are not inconsistent with the Plan, that may be immediately exercisable or that may become exercisable in whole or in part based on future events or conditions, that may include vesting or other requirements for the right to exercise the Option, and that may differ for any reason between Eligible Persons or classes of Eligible Persons, provided in all instances that:

(i) the exercise price for Shares subject to purchase through exercise of an Option shall not be less than 100% of the Fair Market Value of the underlying Shares on the Grant Date; and

(ii) no Option shall be exercisable for a term ending more than ten years after its Grant Date.

(b) *Special ISO Provisions*. The following provisions shall control any grants of Options that are denominated as ISOs; provided that ISOs may not be awarded unless the Plan receives stockholder approval within twelve (12) months after its Effective Date, and ISOs may not be granted more than ten (10) years after Board approval of the Plan.

(i) Eligibility. The Committee may grant ISOs only to Employees (including officers who are Employees) of the Company or an Affiliate that is a "parent corporation" or "subsidiary corporation" within the meaning of Code Section 424.

(ii) Documentation. Each Option that is intended to be an ISO must be designated in the Award Agreement as an ISO, provided that any Option designated as an ISO will be a Non-ISO to the extent the Option fails to meet the requirements of Code Section 422 or the provisions of this Section 5(b). In the case of an ISO, the Committee shall determine on the Date of Grant the acceptable methods of paying the exercise price for Shares, and it shall be included in the applicable Award Agreement.

(iii) $100,000 Limit. To the extent that the aggregate Fair Market Value of Shares with respect to which ISOs first become exercisable by a Participant in any calendar year (under this Plan and any other plan of the Company or any Affiliate) exceeds U.S. $100,000, such excess Options shall be treated as Non-ISOs. For purposes of determining whether the U.S. $100,000 limit is exceeded, the Fair Market Value of the Shares subject to an ISO shall be determined as of the Grant Date. In reducing the number of Options treated as ISOs to meet the U.S. $100,000 limit, the most recently granted Options shall be reduced first. In the event that Code Section 422 is amended to alter the limitation set forth therein, the limitation of this paragraph shall be automatically adjusted accordingly.

(iv) Grants to 10% Holders. In the case of an ISO granted to an Employee who is a Ten Percent Holder on the Grant Date, the ISO's term shall not exceed five years from the Grant Date, and the exercise price shall be at least 110% of the Fair Market Value of the underlying Shares on the Grant Date. In the event that Code Section 422 is amended to alter the limitations set forth therein, the limitation of this paragraph shall be automatically adjusted accordingly.

(v) Substitution of Options. In the event the Company or an Affiliate acquires (whether by purchase, merger, or otherwise) all or substantially all of outstanding capital stock or assets of another corporation or in the event of any reorganization or other transaction qualifying under Code Section 424, the Committee may, in accordance with the provisions of that Section, substitute ISOs for ISOs previously granted under the plan of the acquired company provided (A) the excess of the aggregate Fair Market Value of the Shares subject to an ISO immediately after the substitution over the aggregate exercise price of such shares is not more than the similar excess immediately before such substitution, and (B) the new ISO does not give additional benefits to the Participant, including any extension of the exercise period.

(vi) Notice of Disqualifying Dispositions. By executing an ISO Award Agreement, each Participant agrees to notify the Company in writing immediately after the Participant sells, transfers or otherwise disposes of any Shares acquired through exercise of the ISO, if such disposition occurs within the earlier of (A) two years of the Grant Date, or (B) one year after the exercise of the ISO being exercised. Each Participant further agrees to provide any information about a disposition of Shares as may be requested by the Company to assist it in complying with any applicable tax laws.

(c) *Method of Exercise.* Each Option may be exercised, in whole or in part (provided that the Company shall not be required to issue fractional shares) at any time and from time to time prior to its expiration, but only pursuant to the terms of the applicable Award Agreement, and subject to the times, circumstances and conditions for exercise contained in the applicable Award Agreement. Exercise shall occur by delivery of both written notice of exercise to the secretary of the Company, and payment of the full exercise price for the Shares being purchased. The methods of payment that the Committee may in its discretion accept or commit to accept in an Award Agreement include:

(i) cash or check payable to the Company (in U.S. dollars);

(ii) other Shares that (A) are owned by the Participant who is purchasing Shares pursuant to an Option, (B) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which the Option is being exercised, (C) are all, at the time of such surrender, free and clear of any and all claims, pledges, liens and encumbrances, or any restrictions which would in any manner restrict the transfer of such shares to or by the Company (other than such restrictions as may have existed prior to an issuance of such Shares by the Company to such Participant), and (D) are duly endorsed for transfer to the Company;

(iii) a net exercise by surrendering to the Company Shares otherwise receivable upon exercise of the Option;

(iv) a cashless exercise program that the Committee may approve, from time to time in its discretion, pursuant to which a Participant may elect to concurrently provide irrevocable instructions (A) to such Participant's broker or dealer to effect the immediate sale of the purchased Shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the exercise price of the Option plus all applicable taxes required to be withheld by the Company by reason of such exercise, and (B) to the Company to deliver the certificates for the purchased Shares directly to such broker or dealer in order to complete the sale; or

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

The Company shall not be required to deliver Shares pursuant to the exercise of an Option until the Company has received sufficient funds to cover the full exercise price due and all applicable Withholding Taxes required by reason of such exercise.

Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

(d) *Exercise of an Unvested Option*. The Committee in its sole discretion may allow a Participant to exercise an unvested Option, in which case the Shares then issued shall be Restricted Shares having analogous vesting restrictions to the unvested Option.

(e) *Termination of Continuous Service*. The Committee may establish and set forth in the applicable Award Agreement the terms and conditions on which an Option shall remain exercisable, if at all, following termination of a Participant's Continuous Service. The Committee may waive or modify these provisions at any time. To the extent that a Participant is not entitled to exercise an Option at the date of his or her termination of Continuous Service, or if the Participant (or other person entitled to exercise the Option) does not exercise the Option to the extent so entitled within the time specified in the Award Agreement or below (as applicable), the Option shall terminate and the Shares underlying the unexercised portion of the Option shall revert to the Plan and become available for future Awards.

The following provisions shall apply to the extent an Award Agreement does not specify the terms and conditions upon which an Option shall terminate when there is a termination of a Participant's Continuous Service:

Reason for terminating Continuous Service	**Option Termination Date**
(I) By the Company for Cause, or what would have been Cause if the Company had known all of the relevant facts.	Termination of the Participant's Continuous Service, or when Cause first existed if earlier.
(II) Disability of the Participant.	Within one year after termination of the Participant's Continuous Service.
(III) Retirement of the Participant.	Within six months after termination of the Participant's Continuous Service.
(IV) Death of the Participant during Continuous Service or within 90 days thereafter.	Within one year after termination of the Participant's Continuous Service.
(V) Other than any of the above.	Within 90 days after termination of the Participant's Continuous Service.

If there is a Securities and Exchange Commission blackout period (or a Committee-imposed blackout period) that prohibits the buying or selling of Shares during any part of the ten day period before the expiration of any Option based on the termination of a Participant's Continuous Service (as described above), the period for exercising the Option shall be extended until ten days beyond when such blackout period ends. Notwithstanding any provision hereof or within an Award Agreement, no Option shall ever be exercisable after the expiration date of its original term as set forth in the Award Agreement.

(f) *Buyout*. The Committee may at any time offer to buy out an Option, in exchange for a payment in cash or Shares, based on such terms and conditions as the Committee shall establish and communicate to the Participant at the time that such offer is made. In addition, but subject to Applicable Law, if the Fair Market Value for Shares subject to any Option or Options is more than 50% below their exercise price for more than 30 consecutive business days, the Committee may unilaterally declare such Option to be terminated, effective on the date on which the Committee provides written notice to the Participant or other Option holder. The Committee may take such action with respect to any or all Options granted under the Plan and with respect to any individual Option holder or class or classes of Option holders, and the Committee shall not have any obligation to be uniform, consistent, or nondiscriminatory between classes of similarly-situated Option holders, except as required by Applicable Law (including any applicable stockholder approval requirements for a re-pricing or similar option cancellation program).

6. **SARs.**

(a) *Grants.* The Committee may grant SARs to Eligible Persons pursuant to Award Agreements setting forth terms and conditions that are not inconsistent with the Plan; provided that:

(i) the exercise price for the Shares subject to each SAR shall not be less than 100% of the Fair Market Value of the underlying Shares on the Grant Date;

(ii) no SAR shall be exercisable for a term ending more than ten years after its Grant Date; and

(iii) each SAR shall, except to the extent a SAR Award Agreement provides otherwise, be subject to the provisions of Section 5(e) relating to the effect of a termination of Participant's Continuous Service and Section 5(f) relating to buyouts, in each case with "SAR" being substituted for "Option."

(b) *Settlement.* Subject to the Plan's terms, a SAR shall entitle the Participant, upon exercise of the SAR, to receive Shares having a Fair Market Value on the date of exercise equal to the product of the number of Shares as to which the SAR is being exercised, and the excess of (i) the Fair Market Value, on such date, of the Shares covered by the exercised SAR, over (ii) an exercise price designated in the SAR Award Agreement. Notwithstanding the foregoing, a SAR Award Agreement may limit the total settlement value that the Participant will be entitled to receive upon the SAR's exercise, and may provide for settlement either in cash or in any combination of cash or Shares that the Committee may authorize pursuant to an Award Agreement. If, on the date on which a SAR or portion thereof is to expire, the Fair Market Value of the underlying Shares exceeds the aggregate exercise price of such SAR, then the SAR shall be deemed exercised and the Participant shall within ten days thereafter receive the Shares that would have been issued on such date if the Participant had affirmatively exercised the SAR on that date.

(c) *SARs related to Options*. The Committee may grant SARs either concurrently with the grant of an Option or with respect to an outstanding Option, in which case the SAR shall extend to all or a portion of the Shares covered by the related Option, and shall have an exercise price that is not less than the exercise price of the related Option. A SAR shall entitle the Participant who holds the related Option, upon exercise of the SAR and surrender of the related Option, or portion thereof, to the extent the SAR and related Option each were previously unexercised, to receive payment of an amount determined pursuant to Section 6(b) above. Any SAR granted in tandem with an ISO will contain such terms as may be required to comply with the provisions of Code Section 422.

(d) *Effect on Available Shares.* Upon each exercise of a SAR that is settled in Shares, only those Shares that are issued or delivered in settlement of the exercise shall be counted against the number of Shares available for Awards under the Plan.

7. **Restricted Shares, RSUs, and Unrestricted Share Awards.**

(a) *Grant.* The Committee may grant Restricted Share, RSU, or Unrestricted Share Awards to Eligible Persons, in all cases pursuant to Award Agreements setting forth terms and conditions that are not inconsistent with the Plan. The Committee shall establish as to each

Restricted Share or RSU Award the number of Shares deliverable or subject to the Award (which number may be determined by a written formula), and the period or periods of time (the "Restriction Period") at the end of which all or some restrictions specified in the Award Agreement shall lapse, and the Participant shall receive unrestricted Shares (or cash to the extent provided in the Award Agreement) in settlement of the Award. Such restrictions may include, without limitation, restrictions concerning voting rights and transferability, and such restrictions may lapse separately or in combination at such times and pursuant to such circumstances or based on such criteria as selected by the Committee, including, without limitation, criteria based on the Participant's duration of employment, directorship or consultancy with the Company, individual, group, or divisional performance criteria, Company performance, or other criteria selected by the Committee. The Committee may make Restricted Share and RSU Awards with or without the requirement for payment of cash or other consideration. In addition, the Committee may grant Awards hereunder in the form of Unrestricted Shares which shall vest in full upon the Grant Date or such other date as the Committee may determine or which the Committee may issue pursuant to any program under which one or more Eligible Persons (selected by the Committee in its sole discretion) elect to pay for such Shares or to receive Unrestricted Shares in lieu of cash bonuses that would otherwise be paid.

(b) *Vesting and Forfeiture.* The Committee shall set forth, in an Award Agreement granting Restricted Shares or RSUs, the terms and conditions under which the Participant's interest in the Restricted Shares or the Shares subject to RSUs will become vested and non-forfeitable. Except as set forth in the applicable Award Agreement or as the Committee otherwise determines, upon termination of a Participant's Continuous Service for any reason, the Participant shall forfeit his or her Restricted Shares and RSUs to the extent the Participant's interest therein has not vested on or before such termination date; provided that if a Participant purchases Restricted Shares and forfeits them for any reason, the Company shall return the purchase price to the Participant to the extent either set forth in an Award Agreement or required by Applicable Laws.

(c) *Certificates for Restricted Shares.* Unless otherwise provided in an Award Agreement, the Company shall hold certificates representing Restricted Shares and dividends (whether in Shares or cash) that accrue with respect to them until the restrictions lapse, and the Participant shall provide the Company with appropriate stock powers endorsed in blank. The Participant's failure to provide such stock powers within ten days after a written request from the Company shall entitle the Committee to unilaterally declare a forfeiture of all or some of the Participant's Restricted Shares.

(d) *Section 83(b) Elections*. A Participant may make an election under Code Section 83(b) (the "Section 83(b) Election") with respect to Restricted Shares. A Participant who has received RSUs may, within ten days after receiving the RSU Award, provide the Committee with a written notice of his or her desire to make a Section 83(b) Election with respect to the Shares subject to such RSUs. The Committee may in its discretion convert the Participant's RSUs into Restricted Shares, on a one-for-one basis, in full satisfaction of the Participant's RSU Award. The Participant may then make a Section 83(b) Election with respect to those Restricted Shares; provided that the Participant's Section 83(b) Election will be invalid if not filed with the Company and the appropriate U.S. tax authorities within 30 days after the Grant Date of the RSUs that are thereafter replaced by the Restricted Shares.

(e) *Deferral Elections for RSUs*. To the extent specifically provided in an Award Agreement, a Participant may irrevocably elect, in accordance with Section 8 below, to defer the receipt of all or a percentage of the Shares that would otherwise be transferred to the Participant both more than 12 months after the date of the Participant's deferral election and upon the vesting of an RSU Award. If the Participant makes this election, the Company shall credit the Shares subject to the election, and any associated Shares attributable to Dividend Equivalent Rights attached to the Award, to a DSU account established pursuant to Section 8 below on the date such Shares would otherwise have been delivered to the Participant pursuant to this Section.

(f) *Issuance of Shares upon Vesting*. As soon as practicable after vesting of a Participant's Restricted Shares (or of the right to receive Shares underlying RSUs), the Company shall deliver to the Participant, free from vesting restrictions, one Share for each surrendered and vested Restricted Share (or deliver one Share free of the vesting restriction for each vested RSU), unless an Award Agreement provides otherwise and subject to Section 11 regarding Withholding Taxes. No fractional Shares shall be distributed, and cash shall be paid in lieu thereof.

8. **DSUs.**

(a) *Elections to Defer*. The Committee may make DSU awards to Eligible Persons pursuant to Award Agreements (regardless of whether or not there is a deferral of the Eligible Person's compensation), and may permit select Eligible Persons to irrevocably elect, on a form provided by and acceptable to the Committee (the "Election Form"), to forego the receipt of cash or other compensation (including the Shares deliverable pursuant to any RSU Award) and in lieu thereof to have the Company credit to an internal Plan account a number of DSUs having a Fair Market Value equal to the Shares and other compensation deferred. These credits will be made at the end of each calendar quarter (or other period determined by the Committee) during which compensation is deferred. Notwithstanding the foregoing sentence, a Participant's Election Form will be ineffective with respect to any compensation that the Participant earns before the date on which the Election Form takes effect. For any Participant who is subject to U.S. income taxation, the Committee shall only authorize deferral elections under this Section (i) pursuant to written procedures, and using written Election Forms, that satisfy the requirements of Code Section 409A, and (ii) only by Eligible Persons who are Directors, Consultants, or members of a select group of management or highly compensated Employees (within the meaning of ERISA).

(b) *Vesting*. Unless an Award Agreement expressly provides otherwise, each Participant shall be 100% vested at all times in any Shares subject to DSUs.

(c) *Issuances of Shares*. Unless an Award Agreement expressly provides otherwise, the Company shall settle a Participant's DSU Award, by delivering one Share for each DSU, in five substantially equal annual installments that are issued before the last day of each of the five calendar years that end after the date on which the Participant's Continuous Service ends for any reason, subject to –

(i) the Participant's right to elect a different form of distribution, only on a form provided by and acceptable to the Committee, that permits the Participant to select any combination of a lump sum and annual installments that are triggered by, and completed within ten years following, the last day of the Participant's Continuous Service, and

(ii) the Company's acceptance of the Participant's distribution election form executed at the time the Participant elects to defer the receipt of cash or other compensation pursuant to Section 8(a), provided that the Participant may change a distribution election through any subsequent election that (A) the Participant delivers to the Company at least one year before the date on which distributions are otherwise scheduled to commence pursuant to the Participant's initial distribution election, and (B) defers the commencement of distributions by at least five years from the originally scheduled distribution commencement date.

Fractional shares shall not be issued, and instead shall be paid out in cash.

(d) *Emergency Withdrawals*. In the event that a Participant suffers an unforeseeable emergency within the contemplation of this Section, the Participant may apply to the Committee for an immediate distribution of all or a portion of the Participant's DSUs. The unforeseeable emergency must result from a sudden and unexpected illness or accident of the Participant, the Participant's spouse, or a dependent (within the meaning of Code Section 152) of the Participant, casualty loss of the Participant's property, or other similar extraordinary and unforeseeable conditions beyond the control of the Participant. The Committee shall, in its sole and absolute discretion, determine whether a Participant has a qualifying unforeseeable emergency, may require independent verification of the emergency, and may determine whether or not to provide the Participant with cash or Shares. Examples of purposes which are not considered unforeseeable emergencies include post-secondary school expenses or the desire to purchase a residence. In no event will a distribution be made to the extent the unforeseeable emergency could be relieved through reimbursement or compensation by insurance or otherwise, or by liquidation of the Participant's nonessential assets to the extent such liquidation would not itself cause a severe financial hardship. The amount of any distribution hereunder shall be limited to the amount necessary to relieve the Participant's unforeseeable emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution. The number of Shares subject to the Participant's DSU Award shall be reduced by any Shares distributed to the Participant and by a number of Shares having a Fair Market Value on the date of the distribution equal to any cash paid to the Participant pursuant to this Section. For all DSUs granted to Participants who are U.S. taxpayers, the term "unforeseeable emergency" shall be interpreted in accordance with Code Section 409A.

(e) *Termination of Service*. For purposes of this Section, a Participant's "Continuous Service" shall only end when the Participant incurs a "separation from service" within the meaning of Treasury Regulations § 1.409A-1(h). A Participant shall be considered to have experienced a termination of Continuous Service when the facts and circumstances indicate that either (i) no further services will be performed for the Company or any Affiliate after a certain date, or (ii) that the level of bona fide services the Participant will perform after such date (whether as an Employee, Director, or Consultant) are reasonably expected to permanently decrease to no more than 50% of the average level of bona fide services performed by such Participant (whether as an Employee, Director, or Consultant) over the immediately preceding 36-month period (or full period of services to the Company and its Affiliates if the Participant has been providing such services for less than 36 months).

9. Performance and Cash-Settled Awards.

(a) *Performance Units*. Subject to the limitations set forth in paragraph (b) hereof, the Committee may in its discretion grant Performance Awards, including Performance Units to any Eligible Person, including Performance Unit Awards that (i) have substantially the same financial benefits and other terms and conditions as Options, SARs, RSUs, or DSUs, but (ii) are settled only in cash. All Awards hereunder shall be made pursuant to Award Agreements setting forth terms and conditions that are not inconsistent with the Plan.

(b) *Performance Compensation Awards*. Subject to the limitations set forth in this Section, the Committee may, at the time of grant of a Performance Unit, designate such Award as a "Performance Compensation Award" (payable in cash or Shares) in order that such Award constitutes "qualified performance-based compensation" under Code Section 162(m), and has terms and conditions designed to qualify as such. With respect to each such Performance Compensation Award, the Committee shall establish, in writing within the time required under Code Section 162(m), a "Performance Period," "Performance Measure(s)", and "Performance Formula(e)" (each such term being defined below). Once established for a Performance Period, the Performance Measure(s) and Performance Formula(e) shall not be amended or otherwise modified to the extent such amendment or modification would cause the compensation payable pursuant to the Award to fail to constitute qualified performance-based compensation under Code Section 162(m).

A Participant shall be eligible to receive payment in respect of a Performance Compensation Award only to the extent that the Performance Measure(s) for such Award is achieved and the Performance Formula(e) as applied against such Performance Measure(s) determines that all or some portion of such Participant's Award has been earned for the Performance Period. As soon as practicable after the close of each Performance Period, the Committee shall review and certify in writing whether, and to what extent, the Performance Measure(s) for the Performance Period have been achieved and, if so, determine and certify in writing the amount of the Performance Compensation Award to be paid to the Participant and, in so doing, may use negative discretion to decrease, but not increase, the amount of the Award otherwise payable to the Participant based upon such performance

(c) *Limitations on Awards*. The maximum Performance Award and the maximum Performance Compensation Award that any one Participant may receive for any one Performance Period, without regard to time of vesting or exercisability, shall not together exceed the limitation set forth in Section 3(b) above, as adjusted pursuant to Section 13 below (or, for Performance Units to be settled in cash, U.S. $2,000,000 determined on the Grant Date). The Committee shall have the discretion to provide in any Award Agreement that any amounts earned in excess of these limitations will be credited as DSUs or as deferred cash compensation under a separate plan of the Company (provided in the latter case that such deferred compensation either bears a reasonable rate of interest or has a value based on one or more predetermined actual investments). Any amounts for which payment to the Participant is deferred pursuant to the preceding sentence shall be paid to the Participant in a future year or years not earlier than, and only to the extent that, the Participant is either not receiving compensation in excess of these limits for a Performance Period, or is not subject to the restrictions set forth under Code Section 162(b).

(d) *Definitions*.

(i) "Performance Formula" means, for a Performance Period, one or more objective formulas or standards established by the Committee for purposes of determining whether or the extent to which an Award has been earned based on the level of performance attained or to be attained with respect to one or more Performance Measure(s). Performance Formulae 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.

(ii) "Performance Measure" means one or more of the following selected by the Committee to measure Company, Affiliate, and/or business unit performance for a Performance Period, whether in absolute or relative terms (including, without limitation, terms relative to a peer group or index): basic, diluted, or adjusted earnings per share; sales or revenue; earnings before interest, taxes, and other adjustments (in total or on a per share basis); basic or adjusted net income; returns on equity, assets, capital, revenue or similar measure; economic value added; working capital; total stockholder return; and product development, product market share, research, licensing, litigation, human resources, information services, mergers, acquisitions, sales of assets of Affiliates or business units. Each such measure shall be, to the extent applicable, determined in accordance with generally accepted accounting principles as consistently applied by the Company (or such other standard applied by the Committee) and, if so determined by the Committee, and in the case of a Performance Compensation Award, to the extent permitted under 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.

(iii) "Performance Period" means one or more periods of time (of not less than one fiscal year of the Company), as the Committee may designate, over which the attainment of one or more Performance Measure(s) will be measured for the purpose of determining a Participant's rights in respect of an Award.

(e) *Deferral Elections*. At any time prior to the date that is both at least six months before the close of a Performance Period (or shorter or longer period that the Committee selects) with respect to a Performance Award and at which time vesting or payment is substantially uncertain to occur, the Committee may permit a Participant who is a member of a select group of management or highly compensated employees (within the meaning of ERISA) to irrevocably elect, on a form provided by and acceptable to the Committee, to defer the receipt of all or a percentage of the cash or Shares that would otherwise be transferred to the Participant upon the vesting of such Award. If the Participant makes this election, the cash or Shares subject to the election, and any associated interest and dividends, shall be credited to an account established pursuant to Section 8 hereof on the date such cash or Shares would otherwise have been released or issued to the Participant pursuant to this Section.

10. **Dividend Equivalent Rights.** The Committee may grant Dividend Equivalent Rights to any Eligible Person, and may do either pursuant to an Award Agreement that is independent of any other

Award, or through a provision in another Award (other than an Option or SAR) that Dividend Equivalent Rights attach to the Shares underlying the Award. For example, and without limitation, the Committee may grant a Dividend Equivalent Right in respect of each Share subject to a Restricted Stock Award, Restricted Stock Unit Award, Deferred Share Unit, or Performance Share Award.

(a) *Nature of Right*. Each Dividend Equivalent Right shall represent the right to receive amounts based on the dividends declared on Shares as of all dividend payment dates during the term of the Dividend Equivalent Right as determined by the Committee. Unless otherwise determined by the Committee, a Dividend Equivalent Right shall expire upon termination of the Participant's Continuous Service, provided that a Dividend Equivalent Right that is granted as part of another Award shall expire only when the Award is settled or otherwise forfeited.

(b) *Settlement*. Unless otherwise provided in an Award Agreement, Dividend Equivalent Rights shall be paid out on the (i) on the record date for dividends if the Award occurs on a stand-alone basis, and (ii) on the vesting or later settlement date for another Award if the Dividend Equivalent Right is granted as part of it. Payment of all amounts determined in accordance with this Section shall be in Shares, with cash paid in lieu of fractional Shares, provided that the Committee may instead provide in an Award Agreement for cash settlement of all or part of the Dividend Equivalent Rights. Only the Shares actually issued pursuant to Dividend Equivalent Rights shall count against the limits set forth in Section 3 above.

(c) *Other Terms*. The Committee may impose such other terms and conditions on the grant of a Dividend Equivalent Right as it deems appropriate in its discretion as reflected by the terms of the Award Agreement. The Committee may establish a program under which Dividend Equivalent Rights may be granted in conjunction with other Awards. The Committee may also authorize, for any Participant or group of Participants, a program under which the payments with respect to Dividend Equivalent Rights may be deferred pursuant to the terms and conditions determined under Section 9 above.

11. **Taxes; Withholding.**

(a) *General Rule.* Participants are solely responsible and liable for the satisfaction of all taxes and penalties that may arise in connection with Awards, and neither the Company, nor any Affiliate, nor any of their employees, directors, or agents shall have any obligation to mitigate, indemnify, or to otherwise hold any Participant harmless from any or all of such taxes. The Company's obligation to deliver Shares (or to pay cash) to Participants pursuant to Awards is at all times subject to their prior or coincident satisfaction of all required Withholding Taxes. Except to the extent otherwise either provided in an Award Agreement or thereafter authorized by the Committee, the Company or any Affiliate will satisfy required Withholding Taxes that the Participant has not otherwise arranged to settle before the due date thereof –

(i) first from withholding the cash otherwise payable to the Participant pursuant to the Award;

(ii) then by withholding and cancelling the Participant's rights with respect to a number of Shares that (A) would otherwise have been delivered to the Participant pursuant to the Award, and (B) have an aggregate Fair Market

Value equal to the Withholding Taxes (such withheld Shares to be valued on the basis of the aggregate Fair Market Value thereof on the date of the withholding); and

(iii) finally, withholding the cash otherwise payable to the Participant by the Company.

The number of Shares withheld and cancelled to pay a Participant's Withholding Taxes will be rounded up to the nearest whole Share sufficient to satisfy such taxes, with cash being paid to the Participant in an amount equal to the amount by which the Fair Market Value of such Shares exceeds the Withholding Taxes.

(b) *U.S. Code Section 409A.* To the extent that the Committee determines that any Award granted under the Plan is subject to Code Section 409A, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Code Section 409A. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, the Committee may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate (i) to exempt the Award from Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) to comply with the requirements of Code Section 409A and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section.

(c) *Unfunded Tax Status.* The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Person pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Person any rights that are greater than those of a general creditor of the Company or any Affiliate, and a Participant's rights under the Plan at all times constitute an unsecured claim against the general assets of the Company for the collection of benefits as they come due. Neither the Participant nor the Participant's duly-authorized transferee or Beneficiaries shall have any claim against or rights in any specific assets, Shares, or other funds of the Company.

12. **Non-Transferability of Awards.**

(a) *General.* Except as set forth in this Section, or as otherwise approved by the Committee, Awards may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a death Beneficiary by a Participant will not constitute a transfer. An Award may be exercised, during the lifetime of the holder of an Award, only by such holder, by the duly-authorized legal representative of a holder who is Disabled, or by a transferee permitted by this Section.

(b) *Limited Transferability Rights.* The Committee may in its discretion provide in an Award Agreement that an Award in the form of a Non-ISO, Share-settled SAR, Restricted Shares, or Performance Shares may be transferred, on such terms and conditions as the Committee deems appropriate, either (i) by instrument to the Participant's "Immediate Family" (as defined below), (ii) by instrument to an inter vivos or testamentary trust (or other entity) in which the Award is to be passed to the Participant's designated beneficiaries, or (iii) by gift to charitable institutions. Any transferee of the Participant's rights shall succeed and be subject to all of the terms of the applicable Award Agreement and the Plan. "Immediate Family" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships.

(c) *Death*. In the event of the death of a Participant, any outstanding Awards issued to the Participant shall automatically be transferred to the Participant's Beneficiary (or, if no Beneficiary is designated or surviving, to the person or persons to whom the Participant's rights under the Award pass by will or the laws of descent and distribution).

13. **Change in Capital Structure; Change in Control; Etc.**

(a) *Changes in Capitalization.* The Committee shall equitably adjust the number of Shares covered by each outstanding Award, and the number of Shares that have been authorized for issuance under the Plan but as to which no Awards have yet been granted or that have been returned to the Plan upon cancellation, forfeiture, or expiration of an Award, as well as the exercise or other 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, merger, consolidation, change in organization form, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company. In the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards such alternative consideration (including cash or 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 Awards so replaced. In any case, such substitution of cash or securities shall not require the consent of any person who is granted Awards pursuant to the Plan. Except as expressly provided herein, or in an Award Agreement, if the Company issues for consideration shares of stock of any class or securities convertible into shares of stock of any class, the issuance shall not affect, and no adjustment by reason thereof shall be required to be made with respect to the number or price of Shares subject to any Award.

(b) *Dissolution or Liquidation*. In the event of the dissolution or liquidation of the Company other than as part of a Change of Control, each Award will terminate immediately prior to the consummation of such dissolution or liquidation, subject to the ability of the Committee to exercise any discretion authorized in the case of a Change in Control.

(c) *Change in Control.* In the event of a Change in Control but subject to the terms of any Award Agreements or employment-related agreements between the Company or any Affiliates and any Participant, each outstanding Award shall be assumed or a substantially equivalent award shall be substituted by the surviving or successor company or a parent or subsidiary of such successor company (in each case, the "Successor Company") upon consummation of the transaction. Notwithstanding the foregoing, instead of having outstanding Awards be assumed or replaced with equivalent awards by the Successor Company, the Committee may in its sole and absolute discretion and authority, without obtaining the approval or consent of the Company's stockholders or any

Participant with respect to his or her outstanding Awards, take one or more of the following actions (with respect to any or all of the Awards, and with discretion to differentiate between individual Participants and Awards for any reason):

(i) accelerate the vesting of Awards so that Awards shall vest (and, to the extent applicable, become exercisable) as to the Shares that otherwise would have been unvested and provide that repurchase rights of the Company with respect to Shares issued pursuant to an Award shall lapse as to the Shares subject to such repurchase right;

(ii) arrange or otherwise provide for the payment of cash or other consideration to Participants in exchange for the satisfaction and cancellation of outstanding Awards (with the Committee determining the amount payable to each Participant based on the Fair Market Value, on the date of the Change in Control, of the Award being cancelled, based on any reasonable valuation method selected by the Committee);

(iii) terminate all or some Awards upon the consummation of the transaction, provided that the Committee shall provide for vesting of such Awards in full as of a date immediately prior to consummation of the Change in Control. To the extent that an Award is not exercised prior to consummation of a transaction in which the Award is not being assumed or substituted, such Award shall terminate upon such consummation;

(iv) make such other modifications, adjustments or amendments to outstanding Awards or this Plan as the Committee deems necessary or appropriate, subject however to the terms of Section 13 above.

Unless otherwise expressly provided in an Award Agreement or in any employment-related agreement between the Company or any Affiliate and the Participant, in the event a Participant is Involuntarily Terminated on or within 12 months (or other period set forth in an Award Agreement) following a Change in Control, then any Award that is assumed or substituted pursuant to this Section shall accelerate and become fully vested (and become exercisable in full in the case of Options and SARs), and any repurchase right applicable to any Shares underlying the Award 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 Involuntary Termination.

14. **Termination, Rescission and Recapture of Awards.**

(a) Each Award under the Plan is intended to align the Participant's long-term interests with those of the Company. Accordingly, to the extent provided in an Award Agreement, the Company may terminate any outstanding, unexercised, unexpired, unpaid, or deferred Awards ("Termination"), rescind any exercise, payment or delivery pursuant to the Award ("Rescission"), or recapture any Shares (whether restricted or unrestricted) or proceeds from the Participant's sale of Shares issued pursuant to the Award ("Recapture"), if the Participant does not comply with the conditions of subsections (b), (c), and (e) hereof (collectively, the "Conditions").

(b) A Participant shall not, without the Company's prior written authorization, disclose to anyone outside the Company, or use in other than the Company's business, any proprietary or confidential information or material, as those or other similar terms are used in any applicable patent, confidentiality, inventions, secrecy, or other agreement between the Participant and the Company with regard to any such proprietary or confidential information or material.

(c) Pursuant to any agreement between the Participant and the Company with regard to intellectual property (including but not limited to patents, trademarks, copyrights, trade secrets, inventions, developments, improvements, proprietary information, confidential business and personnel information), a Participant shall promptly disclose and assign to the Company or its designee all right, title, and interest in such intellectual property, and shall take all reasonable steps necessary to enable the Company to secure all right, title and interest in such intellectual property in the United States and in any foreign country.

(d) Upon exercise, payment, or delivery of cash or Common Stock pursuant to an Award, the Participant shall certify on a form acceptable to the Company that he or she is in compliance with the terms and conditions of the Plan and, if a severance of Continuous Service has occurred for any reason, shall state the name and address of the Participant's then-current employer or any entity for which the Participant performs business services and the Participant's title, and shall identify any organization or business in which the Participant owns a greater-than-five-percent equity interest.

(e) If the Company determines, in its sole and absolute discretion, that (i) a Participant has violated any of the Conditions or (ii) during his or her Continuous Service, or within one year after its termination for any reason, a Participant (x) has rendered services to or otherwise directly or indirectly engaged in or assisted, any organization or business that, in the judgment of the Company in its sole and absolute discretion, is or is working to become competitive with the Company; (y) has solicited any non-administrative employee of the Company to terminate employment with the Company; or (z) has engaged in activities which are materially prejudicial to or in conflict with the interests of the Company, including any breaches of fiduciary duty or the duty of loyalty, then the Company may, in its sole and absolute discretion, impose a Termination, Rescission, and/or Recapture with respect to any or all of the Participant's relevant Awards, Shares, and the proceeds thereof.

(f) Within ten days after receiving notice from the Company of any such activity described in Section 14(e) above, the Participant shall deliver to the Company the Shares acquired pursuant to the Award, or, if Participant has sold the Shares, the gain realized, or payment received as a result of the rescinded exercise, payment, or delivery; provided, that if the Participant returns Shares that the Participant purchased pursuant to the exercise of an Option (or the gains realized from the sale of such Common Stock), the Company shall promptly refund the exercise price, without earnings, that the Participant paid for the Shares. Any payment by the Participant to the Company pursuant to this Section shall be made either in cash or by returning to the Company the number of Shares that the Participant received in connection with the rescinded exercise, payment, or delivery. It shall not be a basis for Termination, Rescission or Recapture if after termination of a Participant's Continuous Service, the Participant purchases, as an investment or otherwise, stock or other securities of such an organization or business, so long as (i) such stock or other securities are listed upon a recognized securities exchange or traded over-the-counter, and (ii) such investment does not represent more than a five percent (5%) equity interest in the organization or business.

(g) Notwithstanding the foregoing provisions of this Section, the Company has sole and absolute discretion not to require Termination, Rescission and/or Recapture, and its determination not to require Termination, Rescission and/or Recapture with respect to any particular act by a particular Participant or Award shall not in any way reduce or eliminate the Company's authority to require Termination, Rescission and/or Recapture with respect to any other act or Participant or Award. Nothing in this Section shall be construed to impose obligations on the Participant to refrain from engaging in lawful competition with the Company after the termination of employment that does not violate subsections (b), (c), or (e) of this Section, other than any obligations that are part of any separate agreement between the Company and the Participant or that arise under Applicable Law.

(h) All administrative and discretionary authority given to the Company under this Section shall be exercised by the most senior human resources executive of the Company or such other person or committee (including without limitation the Committee) as the Committee may designate from time to time.

(i) If any provision within this Section is determined to be unenforceable or invalid under any Applicable Law, such provision will be applied to the maximum extent permitted by Applicable Law, and shall automatically be deemed amended in a manner consistent with its objectives and any limitations required under Applicable Law. Notwithstanding the foregoing, but subject to any contrary terms set forth in any Award Agreement, this Section shall not be applicable to any Participant from and after his or her termination of Continuous Service after a Change in Control.

15. **Recoupment of Awards.** Unless otherwise specifically provided in an Award Agreement, and to the extent permitted by Applicable Law, the Committee may in its sole and absolute discretion, without obtaining the approval or consent of the Company's stockholders or of any Participant, require that any Participant reimburse the Company for all or any portion of any Awards granted under this Plan ("Reimbursement"), or the Committee may require the Termination or Rescission of, or the Recapture associated with, any Award, if and to the extent—

(a) the granting, vesting, or payment of such Award was predicated upon the achievement of certain financial results that were subsequently the subject of a material financial restatement;

(b) in the Committee's view the Participant either benefited from a calculation that later proves to be materially inaccurate, or engaged in fraud or misconduct that caused or partially caused the need for a material financial restatement by the Company or any Affiliate; and

(c) a lower granting, vesting, or payment of such Award would have occurred based upon the conduct described in clause (b) of this Section.

In each instance, the Committee will, to the extent practicable and allowable under Applicable Laws, require Reimbursement, Termination or Rescission of, or Recapture relating to, any such Award granted to a Participant; provided that the Company will not seek Reimbursement, Termination or Rescission of, or Recapture relating to, any such Awards that were paid or vested more than three years prior to the first date of the applicable restatement period.

16. **Relationship to other Benefits.** No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

17. **<u>Administration of the Plan</u>.** The Committee shall administer the Plan in accordance with its terms, provided that the Board may act in lieu of the Committee on any matter. The Committee shall hold meetings at such times and places as it may determine and may prescribe, amend, and rescind such rules, regulations, and procedures for the conduct of its business as it deems advisable. In the absence of a duly appointed Committee, the Board shall function as the Committee for all purposes of the Plan.

(a) *Committee Composition*. The Board shall appoint the members of the Committee. If and to the extent permitted by Applicable Law, the Committee may authorize one or more executive officers to make Awards to Eligible Persons other than themselves. The Board may at any time appoint additional members to the Committee, remove and replace members of the Committee with or without Cause, and fill vacancies on the Committee however caused.

(b) *Powers of the Committee*. Subject to the provisions of the Plan, the Committee shall have the authority, in its sole discretion:

(i) to grant Awards and to determine Eligible Persons to whom Awards shall be granted from time to time, and the number of Shares, units, or dollars to be covered by each Award;

(ii) to determine, from time to time, the Fair Market Value of Shares;

(iii) to determine, and to set forth in Award Agreements, the terms and conditions of all Awards, including any applicable exercise or purchase price, the installments and conditions under which an Award shall become vested (which may be based on performance), terminated, expired, cancelled, or replaced, and the circumstances for vesting acceleration or waiver of forfeiture restrictions, and other restrictions and limitations;

(iv) to approve the forms of Award Agreements and all other documents, notices and certificates in connection therewith which need not be identical either as to type of Award or among Participants;

(v) to construe and interpret the terms of the Plan and any Award Agreement, to determine the meaning of their terms, and to prescribe, amend, and rescind rules and procedures relating to the Plan and its administration;

(vi) to the extent consistent with the purposes of the Plan and without amending the Plan, to modify, to cancel, or to waive the Company’s rights with respect to any Awards, to adjust or to modify Award Agreements for changes in Applicable Law, and to recognize differences in foreign law, tax policies, or customs;

(vii) to require, as a condition precedent to the grant, vesting, exercise, settlement, and/or issuance of Shares pursuant to any Award, that a Participant agree to execute a general release of claims (in any form that the Committee may require, in its sole discretion, which form may include any other provisions, *e.g.* confidentiality and restrictions on competition, that are found in general claims release agreements that the Company utilizes or expects to utilize);

(viii) in the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting, settlement, or exercise of Award, such as a system using an internet website or interactive voice response, to implement paperless documentation, granting, settlement, or exercise of Awards by a Participant may be permitted through the use of such an automated system; and

(ix) to make all interpretations and to take all other actions that the Committee may consider necessary or advisable to administer the Plan or to effectuate its purposes.

Subject to Applicable Law and the restrictions set forth in the Plan, the Committee may delegate administrative functions to individuals who are Directors or Employees.

(d) *Local Law Adjustments and Sub-plans.* To facilitate the making of any grant of an Award under this Plan, the Committee may adopt rules and provide for such special terms for Awards to Participants who are located within the United States, foreign nationals, or who are employed by the Company or any Affiliate outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Without limiting the foregoing, the Company is specifically authorized to adopt rules and procedures regarding the conversion of local currency, taxes, withholding procedures and handling of stock certificates which vary with the customs and requirements of particular countries. The Company may adopt sub-plans and establish escrow accounts and trusts, and settle Awards in cash in lieu of shares, as may be appropriate, required or applicable to particular locations and countries.

(c) *Action by Committee*. Unless otherwise established by the Board or in any charter of the Committee, a majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by an officer or other employee of the Company or any Affiliate, the Company's independent certified public accounts, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

(d) *Deference to Committee Determinations*. The Committee shall have the discretion to interpret or construe ambiguous, unclear, or implied (but omitted) terms in any fashion it deems to be appropriate in its sole discretion, and to make any findings of fact needed in the administration of the Plan or Award Agreements. The Committee's prior exercise of its discretionary authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee's interpretation and construction of any provision of the Plan, or of any Award or Award Agreement, and all determination the Committee makes pursuant to the Plan shall be final, binding, and conclusive. The validity of any such interpretation, construction, decision or finding of fact shall not be given de novo review if challenged in court, by arbitration, or in any other forum, and shall be upheld unless clearly made in bad faith or materially affected by fraud.

(e) *No Liability; Indemnification*. Neither the Board nor any Committee member, nor any Person acting at the direction of the Board or the Committee, shall be liable for any act, omission, interpretation, construction or determination made in good faith with respect to the Plan, any Award or any Award Agreement. The Company and its Affiliates shall pay or reimburse any member of the

Committee, as well as any Director, Employee, or Consultant who in good faith takes action on behalf of the Plan, for all expenses incurred with respect to the Plan, and to the full extent allowable under Applicable Law shall indemnify each and every one of them for any claims, liabilities, and costs (including reasonable attorney's fees) arising out of their good faith performance of duties on behalf of the Plan. The Company and its Affiliates may, but shall not be required to, obtain liability insurance for this purpose.

(f) *Expenses*. The expenses of administering the Plan shall be borne jointly and severally by the Company and its Affiliates.

18. **Modification of Awards and Substitution of Options.** Within the limitations of the Plan, the Committee may modify an Award to accelerate the rate at which an Option or SAR may be exercised, to accelerate the vesting of any Award, to extend or renew outstanding Awards, to accept the cancellation of outstanding Awards to the extent not previously exercised, or to make any change that the Plan would permit for a new Award. However, except in connection with a Change in Control or as approved by the Company's stockholders for any period during which it is subject to the reporting requirements of the Exchange Act, the Committee may not cancel an outstanding Option or SAR whose exercise price is greater than Fair Market Value at the time of cancellation for the purpose of reissuing the Option or SAR to the Participant at a lower exercise price, or granting a replacement award of a different type, or otherwise allowing for a "repricing" within the meaning of applicable federal securities laws. Notwithstanding the foregoing, no modification of an outstanding Award may materially and adversely affect a Participant's rights thereunder unless either (i) the Participant provides written consent to the modification, or (ii) before a Change in Control, the Committee determines in good faith that the modification is not materially adverse to the Participant.

19. **Plan Amendment and Termination.** The Board may amend or terminate the Plan as it shall deem advisable; provided that no change shall be made that increases the total number of Shares reserved for issuance pursuant to Awards (except pursuant to Section 13 above) unless such change is authorized by the stockholders of the Company. A termination or amendment of the Plan shall not materially and adversely affect a Participant's vested rights under an Award previously granted to him or her, unless the Participant consents in writing to such termination or amendment. Notwithstanding the foregoing, the Committee may amend the Plan to comply with changes in tax or securities laws or regulations, or in the interpretation thereof. Furthermore, neither the Company nor the Committee shall, without stockholder approval, either (a) allow for a "repricing" within the meaning of federal securities laws applicable to proxy statement disclosures, or (b) cancel an outstanding Option whose exercise price is greater than Fair Market Value at the time of cancellation for the purpose of reissuing the Option to the Participant at a lower exercise price or granting a replacement award of a different type.

20. **Term of Plan.** If not sooner terminated by the Board, this Plan shall terminate at the close of business on the date ten years after its Effective Date as determined under Section 1(b) above. No Awards shall be made under the Plan after its termination.

21. **Governing Law.** The terms of this Plan shall be governed by the laws of the State of Delaware, within the United States of America, without regard to the State's conflict of laws rules.

22. **Laws and Regulations.**

(a) *General Rules.* This Plan, the granting of Awards, the exercise of Options and SARs, and the obligations of the Company hereunder (including those to pay cash or to deliver, sell or accept the surrender of any of its Shares or other securities) shall be subject to all Applicable Law. In the event that any Shares are not registered under any Applicable Law prior to the required delivery of them pursuant to Awards, the Company may require, as a condition to their issuance or delivery, that the persons to whom the Shares are to be issued or delivered make any written representations and warranties (such as that such Shares are being acquired by the Participant for investment for the Participant's own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such Shares) that the Committee may reasonably require, and the Committee may in its sole discretion include a legend to such effect on the certificates representing any Shares issued or delivered pursuant to the Plan.

(b) *Black-out Periods.* Notwithstanding any contrary terms within the Plan or any Award Agreement, the Committee shall have the absolute discretion to impose a "blackout" period on the exercise of any Option or SAR, as well as the settlement of any Award, with respect to any or all Participants (including those whose Continuous Service has ended) to the extent that the Committee determines that doing so is either desirable or required in order to comply with applicable securities laws.

23. **No Stockholder Rights.** Neither a Participant nor any transferee or Beneficiary of a Participant shall have any rights as a stockholder of the Company with respect to any Shares underlying any Award until the date of issuance of a share certificate to such Participant, transferee, or Beneficiary for such Shares in accordance with the Company's governing instruments and Applicable Law. Prior to the issuance of Shares or Restricted Shares pursuant to an Award, a Participant shall not have the right to vote or to receive dividends or any other rights as a stockholder with respect to the Shares underlying the Award (unless otherwise provided in the Award Agreement for Restricted Shares), notwithstanding its exercise in the case of Options and SARs. No adjustment will be made for a dividend or other right that is determined based on a record date prior to the date the stock certificate is issued, except as otherwise specifically provided for in this Plan or an Award Agreement.

Appendix I: Definitions

As used in the Plan, the following terms have the meanings indicated when they begin with initial capital letters within the Plan:

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person or the power to elect directors, whether through the ownership of voting securities, by contract or otherwise; and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"**Applicable Law**" means the legal requirements relating to the administration of options and share-based plans under any applicable laws of the United States, any other country, and any provincial, state, or local subdivision, any applicable stock exchange or automated quotation system rules or regulations, as such laws, rules, regulations and requirements shall be in place from time to time.

"**Award**" means any award made pursuant to the Plan, including awards made in the form of an Option, a SAR, a Restricted Share, a RSU, an Unrestricted Share, a DSU, a Performance Award, or Dividend Equivalent Rights, or any combination thereof, whether alternative or cumulative.

"**Award Agreement**" means any written document setting forth the terms of an Award that has been authorized by the Committee. The Committee shall determine the form or forms of documents to be used, and may change them from time to time for any reason.

"**Beneficiary**" means the person or entity designated by the Participant, in a form approved by the Company, to exercise the Participant's rights with respect to an Award or receive payment or settlement under an Award after the Participant's death.

"**Board**" means the Board of Directors of the Company.

"**Cause**" has the meaning set forth in any unexpired employment agreement between the Company and the Participant. In the absence of such an agreement, "Cause" means (i) gross negligence, willful misconduct, insubordination, or other material malfeasance or non-feasance by the Participant in the performance of his duties; (ii) the Participant's unauthorized disclosure of confidential information about the Company; (iii) the Participant's material breach of any employment, consulting, confidentiality, non-disclosure, non-competition or similar agreement between the Participant and the Company; (iv) the Participant's conviction of, plea of *nolo contendere* to, or written admission of the commission of, a felony; (v) any act by the Participant involving fraud or misrepresentation with respect to his duties for the Company, which has resulted or likely will result in material damage to the Company; (vi) any act by the Participant constituting a failure to follow the directions of the either the Company's Chief Executive Officer or the Board, provided that, the Board provides written notice of such failure to the Participant and the failure continues for fifteen (15) days after the Executive's receipt of such notice; (vii) the Participant's material breach of any provision of the Plan or any Award Agreement; (viii) any act of Participant involving moral turpitude that adversely affects Participant's ability to serve the Company; (ix) Participant's violation of any federal, state or local law or regulation applicable to the Company or its businesses that causes material injury to the Company (including, without limitation, the reputation of the Company) or Participant's intentional or knowing violation of any law or regulation applicable to the Company; or (x) Participant's conduct that constitutes a material breach of any statutory or common law duty of loyalty to the Company. For purpose of this paragraph, no act or failure to act by the Participant shall be considered "willful" if such act or failure to act was in good faith and with the reasonable belief that the act or omission was in the best interests of the Company, or occurred at the direction of the Board. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time, and the term "Company" will be interpreted herein to include any Affiliate or successor thereto, if appropriate. Furthermore, a Participant's Continuous Service shall be deemed to have terminated for Cause within the meaning hereof if, at any time (whether before, on, or after termination of the Participant's Continuous Service), facts or circumstances are discovered that would have justified a termination for Cause.

"**Change in Control**" means, unless another definition is set forth in an Award Agreement, the first of the following to occur after the Effective Date:

(i) *Acquisition of Controlling Interest*. Any Person (other than Persons who are Employees at any time more than one year before a transaction) becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities. In applying the preceding sentence, (i) securities acquired from the Company by or for the Person shall not be taken into account, and (ii) an agreement to vote securities shall be disregarded unless its ultimate purpose is to cause what would otherwise be a Change in Control, as reasonably determined by the Board.

(ii) *Change in Board Control*. During any consecutive two-year period commencing after the date of adoption of this Plan, individuals who constituted the Board at the beginning of the period (or their approved replacements, as defined in the next sentence) cease for any reason to constitute a majority of the Board. A new Director shall be considered an "approved replacement" Director if his or her election (or nomination for election) was approved by a vote of at least a majority of the Directors then still in office who either were Directors at the beginning of the period or were themselves approved replacement Directors, but in either case excluding any Director whose initial assumption of office occurred as a result of an actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board.

(iii) *Merger*. The Company consummates a merger, or consolidation of the Company with the any other corporation unless: (a) the voting securities of the Company outstanding immediately before the merger or consolidation would continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; and (b) no Person (other than Persons who are Employees at any time more than one year before the transaction) becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities.

(iv) *Sale of Assets.* The stockholders of the Company approve an agreement for the sale of disposition by the Company of all, or substantially all, of the Company's assets.

(v) *Liquidation or Dissolution.* The stockholders of the Company approve a plan or proposal for liquidation or dissolution of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of either (i) the Company's initial public offering of its Shares, or (ii) any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in any entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Committee**" means the Compensation Committee of the Board or its successor, provided that the term "Committee" means (i) the Board when acting at any time in lieu of the Committee, (ii) with respect to any decision involving an Award intended to satisfy the requirements of Code Section 162(m), a committee consisting of two or more Directors of the Company who are "outside directors" within the meaning of Code Section 162(m), and (iii) with respect to any decision relating to a Reporting Person, a committee consisting of solely of two or more Directors who are disinterested within the meaning of Rule 16b-3.

"**Company**" means Gevo, Inc., a Delaware corporation; provided that in the event the Company reincorporates to another jurisdiction, all references to the term "Company" shall refer to the Company in such new jurisdiction.

"**Company Stock**" means common stock of the Company. In the event of a change in the capital structure of the Company affecting the common stock (as provided in Section 13), the Shares resulting from such a change in the common stock shall be deemed to be Company Stock within the meaning of the Plan.

"**Consultant**" means any person (other than an Employee or Director), including an advisor, who is engaged by the Company or any Affiliate to render services and is compensated for such services.

"**Continuous Service**" means a Participant's period of service in the absence of any interruption or termination, as an Employee, Director, or Consultant. Continuous Service shall not be considered interrupted in the case of: (i) sick leave; (ii) military leave; (iii) any other leave of absence approved by the Committee, provided that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to Company policy adopted from time to time; (iv) changes in status from Director to advisory director or emeritus status; or (iv) transfers between locations of the Company or between the Company and its Affiliates. Changes in status between service as an Employee, Director, and a Consultant will not constitute an interruption of Continuous Service if the individual continues to perform bona fide services for the Company. The Committee shall have the discretion to determine whether and to what extent the vesting of any Awards shall be tolled during any paid or unpaid leave of absence; provided, however, that in the absence of such determination, vesting for all Awards shall be tolled during any such unpaid leave (but not for a paid leave). Notwithstanding anything to the contrary contained in the Plan, an Investor Director Provider shall be deemed to have Continuous Service for so long as the Investor Director Provider makes available for service as a member of the Board at least one individual who provides services to, owns equity interests in, or is otherwise employed by, such investor or any of its Affiliates.

"**Deferred Share Units**" or "**DSUs**" mean Awards pursuant to Section 8 of the Plan.

"**Director**" means a member of the Board, or a member of the board of directors of an Affiliate.

"**Disabled**" means (i) for an ISO, that the Participant is disabled within the meaning of Code section 22(e)(3), and (ii) for other Awards, a condition under which that the Participant –

(i) is unable 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 can be expected to last for a continuous period of not less than 12 months, or

(ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, received income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Company.

"**Dividend Equivalent Rights**" means Awards pursuant to Section 10 of the Plan, which may be attached to other Awards.

"**Eligible Person**" means any Consultant, Director, Investor Director Provider, or Employee and includes non-Employees to whom an offer of employment has been or is being extended.

"**Employee**" means any person whom the Company or any Affiliate classifies as an employee (including an officer) for employment tax purposes, whether or not that classification is correct. The payment by the Company of a director's fee to a Director shall not be sufficient to constitute "employment" of such Director by the Company.

"**Employer**" means the Company and each Subsidiary and Affiliate that employs one or more Participants.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" means the fair market value of the Company Stock as of such date based on the then prevailing prices of the Company Stock on the New York Stock Exchange, the American Stock Exchange, NASDAQ or such other stocks exchange as the Company Stock is then listed for trading (and, if none, as determined by the Committee in good faith based on relevant facts and circumstances).

"**Grant Date**" means the later of (i) the date designated as the "Grant Date" within an Award Agreement, and (ii) date on which the Committee determines the key terms of an Award, provided that as soon as reasonably practical thereafter the Committee both notifies the Eligible Person of the Award and enters into an Award Agreement with the Eligible Person.

"**Incentive Stock Option**" (or "**ISO**") means, an Option that qualifies for favorable income tax treatment under Code Section 422.

"**Investor Director Provider**" means any investor in the Company (or Affiliate of such investor) (a) an employee, direct or indirect owner or service provider of which serves as a Director and (b) with respect to which investor, such Director and such investor (or Affiliate) agree that the investor (or Affiliate) will receive any Awards that such Director otherwise would receive.

"**Involuntary Termination**" means termination of a Participant's Continuous Service under the following circumstances occurring on or after a Change in Control:

(i) termination without Cause by the Company or an Affiliate or successor thereto, as appropriate; or

(ii) voluntary resignation by the Participant through the following actions: (1) the Participant provides the Company with written notice of the existence of one of the events, arising without the Participant's consent, listed in clauses (A) through (C), below within thirty (30) days of the initial existence of such event; (2) the Company fails to cure such event within thirty (30) days following the date such notice is given; and (3) the Participant elects to voluntarily terminate employment within the ninety (90) day period immediately following such event. The events include: (A) a material reduction in the Participant's authority, duties, and responsibilities , (B) the Participant being required to relocate his place of employment, other than a relocation within fifty (50) miles of the Participant's principal work site at the time of the Change in Control, or (C) a material reduction in the Participant's Base Salary other than any such reduction consistent with a general reduction of pay for similarly-situated Participants.

"**Non-ISO**" means an Option not intended to qualify as an Incentive Stock Option, as designated in the applicable Award Agreement.

"**Option**" means a right to purchase Company Stock granted under the Plan, at a price determined in accordance with the Plan.

"**Participant**" means any Eligible Person who holds an outstanding Award.

"**Performance Awards**" mean Awards granted pursuant to Section 9.

"**Performance Unit**" means an Award granted pursuant to Section 9(a) of the Plan which may be paid in cash, in Shares, or such combination of cash and Shares as the Committee in its sole discretion shall determine.

"**Person**" means any natural person, association, trust, business trust, cooperative, corporation, general partnership, joint venture, joint-stock company, limited partnership, limited liability company, real estate investment trust, regulatory body, governmental agency or instrumentality, unincorporated organization or organizational entity.

"**Plan**" means this Gevo, Inc. 2010 Stock Incentive Plan.

"**Prior Plan**" means the Gevo, Inc. 2006 Omnibus Securities and Incentive Plan.

“**Recapture**” and “**Rescission**” have the meaning set forth in Section 14 of the Plan.

“**Reimbursement**” has the meaning set forth in Section 15 of the Plan.

“**Reporting Person**” means an Employee, Director, or Consultant who is subject to the reporting requirements set forth under Rule 16b-3.

“**Restricted Share**” means a Share of Company Stock awarded with restrictions imposed under Section 7.

“**Restricted Share Unit**” or “**RSU**” means a right granted to a Participant to receive Shares or cash upon the lapse of restrictions imposed under Section 7.

“**Retirement**” means a Participant’s termination of employment after age 65.

“**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act, as amended from time to time, or any successor provision.

“**Share**” means a share of Common Stock of the Company, as adjusted in accordance with Section 13 of the Plan.

“**SAR**” or “**Share Appreciation Right**” means a right to receive amounts awarded under Section 6.

“**Ten Percent Holder**” means a person who owns (within the meaning of Code Section 422) stock representing more than ten percent (10%) of the combined voting power of all classes of stock of the Company.

“**Unrestricted Shares**” mean Shares (without restrictions) awarded pursuant to Section 7 of the Plan.

“**Withholding Taxes**” means the aggregate minimum amount of federal, state, local and foreign income, payroll and other taxes that the Company and any Affiliates are required to withhold in connection with any Award.

GEVO, INC.

2010 STOCK INCENTIVE PLAN

As approved by:
the stockholders of
Gevo, Inc.
on ________ __, 2011.

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Restricted Stock Unit Award Agreement

You are hereby awarded Restricted Share Units (the "RSUs") subject to the terms and conditions set forth in this Restricted Share Unit Award Agreement (the "Award Agreement" or "Award"), and in the Gevo, Inc. 2010 Stock Incentive Plan (the "Plan"). A copy of the Plan is attached as ***Exhibit A***. Terms beginning with initial capital letters within this Agreement have the special meaning defined in the Plan (or in this Award Agreement, if defined herein).

This Award is conditioned on your execution of this Award Agreement within 20 (twenty) days after the Grant Date specified in Section 1 below. By executing this Award Agreement, you will be irrevocably agreeing that all of your rights under this Award will be determined solely and exclusively by reference to the terms and conditions of the Plan, subject to the provisions set forth below. As a result, you should not execute this Award Agreement until you have (i) carefully considered the terms and conditions of the Plan and this Award, and (ii) consulted with your personal legal and tax advisors about all of these documents.

1. **Specific Terms**. This RSU Award has the following terms:

Name of Participant	
Number of Shares Subject to Award	
Purchase Price per Share (if applicable)	Not applicable.
Grant Date	_________ __, 20__.
Vesting	Your Award will vest with respect to one-third (1/3) of the number of RSUs designated above on each the first three annual anniversary dates (each a "Vesting Date") of the Grant Date, provided that your Continuous Service has not ended before the particular Vesting Date (subject to the terms of any employment agreement between you and the Company).
Accelerated Vesting	You will become 100% vested in this Award if your Continuous Service ends due to your Retirement, your death, your Disability, or your Involuntary Termination on or within 12 months after a Change in Control.
§83(b) Elections	Allowed pursuant to Section 7(d) of the Plan, using the Election attached hereto as ***Exhibit B***.
Deferral Elections	[__] Allowed pursuant to Section 7(e) of the Plan. [__] Not allowed.
Recapture and Recoupment	Section 14 of the Plan shall apply re Termination, Rescission, and Recapture of this Award. Section 15 shall apply re Recoupment of this Award.

2. **Termination of Continuous Service**. Subject to the terms of any employment agreement between you and the Company (and/or any Affiliate) that is in effect when your Continuous Service terminates, this Award shall be canceled and shall become automatically null and void immediately after termination of your Continuous Service for any reason, but only to the extent you have not become vested, pursuant to terms of Section 1 above, on or before your Continuous Service ends.

3. **Settlement through Issuance of Shares**. No Shares will be issued before you complete the requirements that are necessary for you to vest in the Shares underlying your RSUs. The Company will issue to you or your duly-authorized transferee, free from vesting restrictions (but subject to such legends as the Company determines to be appropriate), one Share for each vested RSU, as soon as practicable after the later of –

   (i) the date on which your RSUs vest in whole or in part, or

   (ii) the distribution date or dates set forth in your deferral and distribution election forms (if deferral is allowed under Section 1 and an election is made by you using the form attached hereto as ***Exhibit C***);

   provided that the number of Shares issued to you shall be reduced by a number of Shares having a Fair Market Value equal to the sum of (I) the par value per Share issued (as payment thereof), plus (II) the minimum statutory tax withholding required in connection with the vesting of your RSUs, and with cash being withheld from your pay for any additional withholding and employment taxes that applicable tax laws may require. Certificates shall not be delivered to you unless and until all applicable conditions of this Award have been satisfied, including all employment and tax-withholding obligations.

4. **Dividends**. You shall have Dividend Equivalent Rights with respect to this Award, and Section 10 of the Plan shall accordingly determine your right to collect any cash dividends or Share dividends that are declared and paid to the holders of Shares between the Grant Date and each vesting or deferred settlement date upon which you are entitled to receive Shares to settle this Award. To the extent that your Continuous Service ends before full vesting of the RSUs subject to this Award, you will forfeit all cash and Share-based dividends that are attributable to all of your non-vested RSUs.

5. **Designation of Beneficiary**. Notwithstanding anything to the contrary contained herein or in the Plan, following the execution of this Award Agreement, you may expressly designate a death beneficiary (the "Beneficiary") to your interest, if any, in this Award and any underlying Shares. You shall designate the Beneficiary by completing and executing a designation of beneficiary agreement substantially in the form attached hereto as ***Exhibit D*** (the "Designation of Death Beneficiary") and delivering an executed copy of the Designation of Beneficiary to the Company. To the extent you do not duly designate a beneficiary who survives you, your estate will automatically be your beneficiary.

6. **Restrictions on Transfer of Award**. Your rights under this Award Agreement may not be sold, pledged, or otherwise transferred without the prior written consent of the Committee.

7. **Taxes**. Except to the extent otherwise specifically provided in an employment agreement between you and the Company, by signing this Award Agreement, you acknowledge that you

shall be solely responsible for the satisfaction of any applicable taxes that may arise pursuant to this Award (including taxes arising under Code Section 409A (regarding deferred compensation) or 4999 (regarding golden parachute excise taxes), and that neither the Company nor the Administrator shall have any obligation whatsoever to pay such taxes or to otherwise indemnify or hold you harmless from any or all of such taxes. The Committee shall have the sole discretion to interpret the requirements of the Code, including Section 409A, for purposes of the Plan and this Award Agreement.

8. **Not a Contract of Employment**. By executing this Award Agreement you acknowledge and agree that (i) nothing in this Award Agreement or the Plan confers on you any right to continue an employment, service or consulting relationship with the Company, nor shall it affect in any way your right or the Company's right to terminate your employment, service, or consulting relationship at any time, with or without Cause; and (ii) the Company would not have granted this Award to you but for these acknowledgements and agreements.

9. **Investment Purposes**. By executing this Award, you represent and warrant to the Company that any Shares issued to you pursuant to your RSUs will be for investment for your own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such Shares within the meaning of the Securities Act of 1933, as amended.

10. **Securities Law Prospectus and Restrictions**. By executing this Award Agreement you acknowledge that you have received a copy of the Prospectus describing the Plan. A copy of the Plan's Prospectus is attached as ***Exhibit E***. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act or the securities laws of any state or any other law or to enforce the intent of this Award.

11. **Headings**. Section and other headings contained in this Award Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Award Agreement or any provision hereof.

12. **Severability**. Every provision of this Award Agreement and of the Plan is intended to be severable. If any term hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or legality of the remaining terms of this Award Agreement.

13. **Counterparts**. This Award Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

14. **Notices**. Any notice or communication required or permitted by any provision of this Award Agreement to be given to you shall be in writing and shall be delivered electronically, personally, or sent by mail, addressed to you at the last address that the Company had for you on its records. Each party may, from time to time, by notice to the other party hereto, specify a new address for delivery of notices relating to this Award Agreement. Any such notice shall be deemed to be given as of the date such notice is personally or electronically delivered or properly mailed.

15. **Binding Effect**. Except as otherwise provided in this Award Agreement or in the Plan, every covenant, term, and provision of this Award Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

16. **Modifications**. This Award Agreement may be modified or amended at any time, in accordance with Section 18 of the Plan and provided that you must consent in writing to any modification that adversely and materially affects any rights or obligations under this Award Agreement.

17. **Plan Governs**. By signing this Award Agreement, you acknowledge that you have received a copy of the Plan and that your Award Agreement is subject to all the provisions contained in the Plan, the provisions of which are made a part of this Award Agreement and your Award is subject to all interpretations, amendments, rules and regulations which from time to time may be promulgated and adopted pursuant to the Plan. In the event of a conflict between the provisions of this Award Agreement and those of the Plan, the provisions of the Plan shall control.

18. **Governing Law**. The laws of the State of Delaware shall govern the validity of this Award Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

BY YOUR SIGNATURE BELOW, along with the signature of the Company's representative, you and the Company agree that this Award is made under and governed by the terms and conditions of this Award Agreement and the Plan.

Gevo, Inc.

By: ______________________________

Name:

Title:

PARTICIPANT

The undersigned Participant hereby accepts the terms of this Award Agreement and the Plan.

Signature: ______________________________

Printed Name of Participant: ____________________

Exhibit A

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Plan Document

Exhibit B

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Section 83(b) Election Form

IF YOU WISH TO MAKE A SECTION 83(b) ELECTION, THERE ARE TWO CRITICAL REQUIREMENTS, PARTICULARLY:

- YOUR ELECTION MUST BE FINAL WITHIN 30 DAYS AFTER THE GRANT DATE SET FORTH IN YOUR RSU AWARD AGREEMENT, AND
- BEFORE MAKING YOUR ELECTION, YOU MUST HAVE RECEIVED RESTRICTED SHARES PURSUANT TO SECTION 7(d) OF THE PLAN. The Company will accept any form of written notice by which you direct that Restricted Shares be issued pursuant to Section 7(d) of the Plan

If you receive Restricted Shares, you will remain subject to the terms, restrictions, and conditions of the underlying RSU Award Agreement. Such terms, restrictions, and conditions shall continue in effect until your Restricted Shares have become fully vested and replaced with unrestricted Shares.

Attached is an Internal Revenue Code Section 83(b) Election Form. In order to make the election, you must completely fill out the attached form and file one copy with the Internal Revenue Service office where you file your tax return. In addition, one copy of the statement also must be submitted with your income tax return for the taxable year in which you make this election. Finally, you also must submit a copy of the election form to the Company within 10 days after filing that election with the Internal Revenue Service. A Section 83(b) election normally cannot be revoked.

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Election to Include Value of Restricted Shares in Gross Income in Year of Transfer Under Internal Revenue Code Section 83(b)

Pursuant to Section 83(b) of the Internal Revenue Code, I hereby elect within 30 days after receiving the property described herein to be taxed immediately on its value specified in item 5 below.

1. My General Information:

Name: ______________________________
Address: ______________________________
____
S.S.N.
or T.I.N.: ______________________________

2. Description of the property with respect to which I am making this election:

__________ shares of common stock of Gevo, Inc. (the "Restricted Shares").

3. The Restricted Shares were transferred to me on __________ __, 20__, pursuant to an Award Agreement executed on __________, 20__ (the "Award Agreement"). This election relates to my 20__ calendar taxable year.

4. The Restricted Shares are subject to the restrictions set forth in the Award Agreement, and are generally not transferable until my interest becomes vested and non-forfeitable, pursuant thereto.

5. Fair market value:

The fair market value at the time of transfer (determined without regard to any restrictions other than restrictions which by their terms never will lapse) of the Restricted Shares with respect to which I am making this election is $______ per share.

6. Amount paid for Restricted Shares:

The amount I paid for the Restricted Shares is $______ per share.

7. Furnishing statement to employer:

A copy of this statement has been furnished to my employer, Gevo, Inc.

8. Award Agreement or Plan not affected:

Nothing contained herein shall be held to change any of the terms or conditions of the Award Agreement or the Plan.

Dated: ___________ __, 20____.

____
Taxpayer

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Deferral and Distribution Election
(if allowed under Section 1 of the RSU Award Agreement)

DEFERRAL AND DISTRIBUTION ELECTION (the "Election"), made this ______ day of ______, ______, by me, as the undersigned participant in the above-referenced plan (the "Plan") that is sponsored by Gevo, Inc. (the "Company").

WHEREAS, I have received an Award of RSUs pursuant to an Award Agreement dated __________ __, 2010 (my "RSU Award"), and Section 1 of my RSU Award permits me to make a deferral election pursuant to Section 7(e) of the Plan, and I desire to make such an election subject to the terms and conditions hereof.

NOW, THEREFORE, I hereby elect as follows, and the Company agrees to be bound by the terms of my elections herein effective immediately, provided that, within 30 days after the Grant Date set forth in my RSU Award, I provide an executive officer of the Company (other than myself) with an original copy of my completed and fully-executed Election herein:

1. **Defined Terms**. Terms beginning with initial capital letters within this Election have the special meaning defined in the Plan or my RSU Award (or in this Election for definitions set forth herein).

2. **Provisions Incorporated by Reference**. The terms of my RSU Award are incorporated herein by reference.

3. **Term of Election**. This Election and the provisions of my RSU Award and the Plan constitute the entire agreement between me and the Company regarding this matter, and will continue in full force and effect until and unless I execute a superseding distribution election pursuant to Section 8(c)(ii) of the Plan.

4. **RSUs being Deferred**. I hereby elect to defer the receipt of ______ percent (__%) of the Shares that would otherwise be transferred to me more than 12 months after the date of this deferral election (or upon my earlier death). I understand and recognize that pursuant to this Election, the Company agrees to credit me on its books and records with DSUs pursuant to the terms and conditions of Section 8 of the Plan.

5. **Settlement of DSUs**. The Company agrees to settle my DSUs through issuing unrestricted Shares (with cash being paid in lieu of fractional Shares) in accordance with the ***earliest*** to occur of the events determined pursuant to my elections in the following schedule:

Event	Form of Distribution	Time of Distribution
__ My Death	☐ One lump sum distribution. ☐ Substantially equal annual payments over a period of __ years (up to 10).	☐ As soon as practicable. ☐ The next January 1st. ☐ Other:___________.
__ My Disability	☐ One lump sum distribution. ☐ Substantially equal annual payments over a period of __ years (up to 10).	☐ As soon as practicable. ☐ The next January 1st. ☐ Other:___________.
__ My Other Separation from Service	☐ One lump sum distribution. ☐ Substantially equal annual payments over a period of __ years (up to 10).	☐ As soon as practicable. ☐ The next January 1st. ☐ Other:___________.
__ Change in Control	☐ One lump sum distribution. ☐ Substantially equal annual payments over a period of __ years (up to 10).	☐ As soon as practicable. ☐ The next January 1st. ☐ Other:___________.
__ Specified Date	☐ One lump sum distribution. ☐ Substantially equal annual payments over a period of __ years (up to 10).	☐ Date: ___________ __, __.

Note: the term "Separation from Service" means the first to occur of a termination of your Continuous Service, or your "separation from service" within the meaning of Code Section 409A and associated rulings and regulations (with such separation being presumed to occur if based on a 50% or more reduction in your service, as determined thereunder).

6. **Taxes**. By signing this Election, you acknowledge that you shall be solely responsible for the satisfaction of any taxes that may arise pursuant to this Award (including taxes arising under Sections 409A or 4999 of the Code), and that neither the Company nor any of its officers, directors, employees, or other service providers shall have any obligation whatsoever to pay such taxes or to otherwise indemnify or hold you harmless from any or all of such taxes.

The Committee shall nevertheless have the discretion (i) to condition any issuance of Shares on my satisfaction of applicable employment and withholding taxes; and (ii) to unilaterally interpret this Election in any manner that (i) conforms with the requirements of Section 409A of the Code, (ii) that modifies or voids any election of mine to the extent it would violate Section 409A of the Code, and (iii) for any distribution election that would violate Section 409A of the Code, that defers distributions pursuant hereto until the earliest to occur of a distribution event that is allowable under Section 409A of the Code or any distribution event that is both allowable under Section 409A of the Code and is duly elected by me.

7. **Effect of This Election.** I recognize and agree that the Company will honor the terms and conditions of this Election, subject to any provisions of the Plan or my RSU Award that are not patently inconsistent herewith.

IN WITNESS WHEREOF, I have made this election on the day and year first above-written.

PARTICIPANT

My Signature: ______________________________________

My Printed Name: __________________________________

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Designation of Death Beneficiary

In connection with the Awards designated below that I have received pursuant to the Plan, I hereby designate the person specified below as the beneficiary upon my death of my interest in such Awards. This designation shall remain in effect until revoked in writing by me.

Name of Beneficiary: ______________________________

Address: ______________________________

____

____

Social Security No.: ______________________________

This beneficiary designation relates to any and all of my rights under the following Award or Awards:

☐ any Award that I have received or ever receive under the Plan.

☐ the ____________ Award that I received pursuant to an award agreement dated ______, ____ between myself and the Company.

I understand that this designation operates to entitle the above named beneficiary, in the event of my death, to any and all of my rights under the Award(s) designated above from the date this form is delivered to the Company until such date as this designation is revoked in writing by me, including by delivery to the Company of a written designation of beneficiary executed by me on a later date.

Date: ______________________________

By: ______________________________
Name of Participant

Sworn to before me this
______ day of ____________, 20____

____
Notary Public
County of ____________________
State of ________________

Exhibit E

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Prospectus describing the Plan

Exhibit 10.16

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Stock Option Award Agreement

You are hereby awarded this stock option (the "Option") to purchase Shares of Gevo, Inc. (the "Company"), subject to the terms and conditions set forth in this Stock Option Award Agreement (the "Award Agreement") and in Gevo, Inc. 2010 Stock Incentive Plan (the "Plan"). A copy of the Plan is attached as ***Exhibit A***. Terms below that begin with capital letters have the special meaning set forth in the Plan or in this Award Agreement.

This Award is conditioned on your execution of this Award Agreement within twenty (20) days after the Grant Date specified in Section 1 below. By executing this Award Agreement, you will be irrevocably agreeing that all of your rights under this Award will be determined solely and exclusively by reference to the terms and conditions of the Plan, subject to the provisions set forth below. As a result, you should not execute this Award Agreement until you have carefully considered the terms and conditions of the Plan and this Award, plus the information disclosed within the attached Plan prospectus, and (ii) consulted with your personal legal and tax advisors about all of these documents.

1. **Specific Terms**. Your Option has the following terms:

Name of Participant	
Type of Option:	☐ Incentive Stock Option (ISO)[1] ☐ Non-Incentive Stock Option (non-ISO)[2]
Grant Date:	__________, 20__.
Expiration Date:	__ years after Grant Date, at 5:00 p.m. (E.D.T. or E.S.T., as applicable) on the Expiration Date.
Exercise Price:	U.S. $______.__ per Share.
Number of Shares subject to this Award:	___________.
Dividend Equivalent Rights	Not applicable to this Award.

1 If you directly or indirectly own more than 10% of the voting power of all classes of stock of the Company or of any Subsidiary, then the term of your ISO cannot exceed 5 years and the exercise price must be at least 110% of the Fair Market Value (100% for any other employee who is receiving ISO awards). Only employees may receive ISOs.

2 The exercise price of a non-ISO must be at least 100% of the Fair Market Value of the underlying Shares.

Vesting:	Your Award will vest with respect to one-third (1/3) of the number of Shares designated above on each the first three annual anniversary dates (each a "Vesting Date") of the Grant Date, provided that your Continuous Service has not ended before the particular Vesting Date (subject to the terms of any employment agreement between you and the Company).
Accelerated Vesting	You will become 100% vested in this Award if your Continuous Service ends due to your Retirement, your death, your Disability, or your Involuntary Termination on or within 12 months after a Change in Control.
Recapture and Recoupment	Section 14 of the Plan shall apply re Termination, Rescission, and Recapture of this Award. Section 15 shall apply re Recoupment of this Award.

2. **Manner of Exercise**. This Option shall be exercised in the manner set forth in the Plan, using the exercise form attached hereto as ***Exhibit B***. The amount of Shares for which this Option may be exercised is cumulative; that is, if you fail to exercise this Option for all of the Shares vested under this Option during any period set forth above, then any Shares subject hereto that are not exercised during such period may be exercised during any subsequent period, until the expiration or termination of this Option pursuant to Sections 1 and 4 of this Award Agreement and the terms of the Plan. Fractional Shares may not be purchased.

3. **Special ISO Provisions**. If designated as an ISO, this Option shall be treated as an ISO to the extent allowable under Section 422 of the Code, and shall otherwise be treated as a Non-ISO. If you sell or otherwise dispose of Shares acquired upon the exercise of an ISO within 1 year from the date such Shares were acquired or 2 years from the Grant Date, you agree to deliver a written report to the Company within 10 days following the sale or other disposition of such Shares detailing the net proceeds of such sale or disposition.

4. **Termination of Continuous Service**. Subject to the terms of any employment agreement between you and the Company (and/or any Affiliate) that is in effect when your Continuous Service terminates, this Award shall be canceled and become automatically null and void immediately after termination of your Continuous Service for any reason, but only to the extent you have not become vested, pursuant to the terms of Section 1 above, on or before your Continuous Service ends.

5. **Designation of Beneficiary**. Notwithstanding anything to the contrary contained herein or in the Plan, following the execution of this Award Agreement, you may expressly designate a death beneficiary (the "Beneficiary") to your interest if any, in this Award and any underlying Shares. You shall designate the Beneficiary by completing and executing a designation of beneficiary agreement substantially in the form attached hereto as ***Exhibit C*** (the "Designation of Death Beneficiary") and delivering an executed copy of the Designation of Beneficiary to the Company. To the extent you do not duly designate a beneficiary who survives you, your estate will automatically be your beneficiary.

6. **Restrictions on Transfer of Award**. Your rights under this Award Agreement may not be sold, pledged, or otherwise transferred without the prior written consent of the Committee, except as hereinafter provided.

7. **Taxes**. Except to the extent otherwise specifically provided in an employment or consulting agreement between you and your employer, by signing this Award Agreement, you acknowledge that you shall be solely responsible for the satisfaction of any taxes that may arise pursuant to this Award (including taxes arising under Sections 409A (regarding deferred compensation) or 4999 (regarding golden parachute excise taxes), and that neither the Company nor the Administrator shall have any obligation whatsoever to pay such taxes or to otherwise indemnify or hold you harmless from any or all of such taxes. The Committee shall have the sole discretion to interpret the requirements of the Code, including Section 409A, for purposes of the Plan and this Award Agreement.

8. **Not a Contract of Employment**. By executing this Award, you acknowledge and agree that (i) any person who is terminated before full vesting of an award, such as the one granted to you by this Award Agreement, could claim that he or she was terminated to preclude vesting; (ii) you promise never to make such a claim; (iii) nothing in this Award Agreement or the Plan confers on you any right to continue an employment, service or consulting relationship with the Company, nor shall it affect in any way your right or the Company's right to terminate your employment, service, or consulting relationship at any time, with or without Cause; and (iv) the Company would not have granted this Award to you but for these acknowledgements and agreements.

9. **Investment Purposes**. By executing this Award Agreement, you represent and warrant that any Shares issued to you pursuant to your Option will be held for investment purposes only for your own account, and not with a view to, for resale in connection with, or with an intent in participating directly or indirectly in, any distribution of such Shares within the meaning of the Securities Act of 1933, as amended.

10. **Securities Law Prospectus and Restrictions**. By executing this Award Agreement you acknowledge that you have received a copy of the Prospectus describing the Plan. A copy of the Plan's Prospectus is attached as ***Exhibit D***. Regardless of whether the offering and sale of this Option or Shares under the Plan have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act or the securities laws of any state or any other law or to enforce the intent of this Award.

11. **Headings**. Section and other headings contained in this Award Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Award Agreement or any provision hereof.

12. **Severability**. Every provision of this Award Agreement and of the Plan is intended to be severable. If any term hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or legality of the remaining terms of this Award Agreement.

13. **Counterparts**. This Award Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

14. Notices. Any notice or communication required or permitted by any provision of this Award Agreement to be given to you shall be in writing and shall be delivered electronically, personally, or sent by certified mail, return receipt requested, addressed to you at the last address that the Company had for you on its records. Each party may, from time to time, by notice to the other party hereto, specify a new address for delivery of notices relating to this Award Agreement. Any such notice shall be deemed to be given as of the date such notice is personally or electronically delivered or properly mailed.

15. Binding Effect. Except as otherwise provided in this Award Agreement or in the Plan, every covenant, term, and provision of this Award Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

16. Modifications. This Award Agreement may be modified or amended at any time, in accordance with Section 16 of the Plan and provided that you must consent in writing to any modification that adversely and materially affects any rights or obligations under this Award Agreement.

17. Plan Governs. By signing this Award Agreement, you acknowledge that you have received a copy of the Plan and that your Award Agreement is subject to all the provisions contained in the Plan, the provisions of which are made a part of this Award Agreement and your Award is subject to all interpretations, amendments, rules and regulations which from time to time may be promulgated and adopted pursuant to the Plan. In the event of a conflict between the provisions of this Award Agreement and those of the Plan, the provisions of the Plan shall control.

18. Governing Law. The laws of the Delaware shall govern the validity of this Award Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

BY YOUR SIGNATURE BELOW, along with the signature of the Company's representative, you and the Company agree that this Award is made under and governed by the terms and conditions of this Award Agreement and the Plan.

GEVO, INC.

By: ______________________________
Name:
Title:

PARTICIPANT

The undersigned Participant hereby accepts the terms of this Award Agreement and the Plan.

By: ______________________________

Name of Participant: ____________________

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Plan Document

GEVO, INC.
2010 STOCK INCENTIVE PLAN

____

Form of Exercise of Stock Option Award Agreement

____

Gevo, Inc.

[Company Address]

Attention: ________________

Dear Sir or Madam:

The undersigned elects to exercise his/her Option to purchase ______ shares of Common Stock of Gevo, Inc. (the "Company") under and pursuant to a Stock Option Agreement dated as of ______.

1. ☐ Delivered herewith is a certified or bank cashier's or teller's check and/or shares of Common Stock owned by the undersigned, valued at the closing sale price of the stock on the business day prior to the date of exercise, as follows:

$______	in cash or check
$______	in the form of ______ shares of Common Stock, valued at $______ per share
$______	**Total**

2. ☐ The undersigned elects a net exercise, hereby authorizing the Company to withhold from the shares otherwise subject to this Option a number of shares sufficient to cover the exercise price and minimum statutory withholding taxes payable pursuant to this exercise.

If method 1 is chosen, the name or names to be on the stock certificate or certificates and the address and Social Security Number of such person(s) is as follows:

Name: ____

Address: ____

Social Security Number ____

Very truly yours,

______________________ ______________________

Date Optionee

* The Committee must approve this method in writing before your election

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Designation of Death Beneficiary

In connection with the Awards designated below that I have received pursuant to the Gevo, Inc. 2010 Stock Incentive Plan (the "Plan"), I hereby designate the person specified below as the beneficiary upon my death of my interest in such Awards. This designation shall remain in effect until revoked in writing by me.

Name of Beneficiary: ______________________________

Address: ______________________________

Social Security No.: ______________________________

This beneficiary designation relates to any and all of my rights under the following Award or Awards:

☐ any Award that I have received or ever receive under the Plan.

☐ the ______ Award that I received pursuant to an award agreement dated ______, ____ between myself and the Company.

I understand that this designation operates to entitle the above named beneficiary, in the event of my death, to any and all of my rights under the Award(s) designated above from the date this form is delivered to the Company until such date as this designation is revoked in writing by me, including by delivery to the Company of a written designation of beneficiary executed by me on a later date.

Date: ______________________________

By: ______________________________
Name of Participant

Sworn to before me this
__ day of __________, 20__

____
Notary Public
County of ________________
State of ________________

Exhibit D

GEVO, INC.
2010 STOCK INCENTIVE PLAN

Prospectus describing the Plan

Exhibit 10.23

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of September 22, 2010 (such date, the "Commencement Date"), by and between Gevo, Inc., a Delaware corporation (the "Company"), and David N. Black (the "Executive").

RECITALS

WHEREAS, the board of directors of the Company (the "Board") considers the establishment and maintenance of a sound management team 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.

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 of Upstream Business Development. The Executive shall (a) perform the duties of Executive Vice President of Upstream 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 Seventy Five Thousand Dollars (U.S. $375,000.00) 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. During each calendar year of the Term beginning in calendar year 2011, 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"). The annual goals for each 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. If and only if the Company has completed an initial public offering (an "IPO Event"), during each calendar year of the Term beginning in calendar year 2012 (prorated to start April 1, 2012), 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. In addition, whether or not an IPO Event has occurred 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 thereof) deems appropriate. 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 (including maintaining an office in Dallas, Texas); 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 (consistent with past practices) 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.

(e) *Dallas Office Location.* Until December 31, 2013, the Company will not, without the Executive's consent, change the Dallas office location of 3811 Turtle Creek Blvd., Suite 750, Dallas, Texas.

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 after an IPO Event has occurred and 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. For the avoidance of doubt, the vesting set forth in that certain Amended and Restated Common Stock Warrant dated as of September 21, 2009 and amended as of September 22, 2010 in favor of CDP Gevo, LLC shall not be accelerated by reason of this Section 5.2, but instead shall be governed by the vesting terms set forth in such Amended and Restated Common Stock Warrant.

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 owner 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", prior to an IPO Event, shall have the meaning of "cause" under applicable law, and after an IPO Event 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 if and only if an IPO Event has occurred, the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby will have such right after an IPO Event) 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 offices located at 3811 Turtle Creek Blvd., Suite 750, Dallas, Texas to any other location in excess of fifty (50) miles beyond the geographic limits of Dallas, Texas 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 the following amounts, as applicable:

(i) if the Executive's employment is terminated prior to March 31, 2012 and an IPO Event has not occurred, (x) an amount equal to the greater of (A) six (6) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus 50% of the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) and (B) the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) payable through March 31, 2012 plus one times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) multiplied by the fraction with a numerator equal to the number of months (whole and partial) remaining until March 31, 2012 and a denominator equal to twelve (12)., and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(ii) if the Executive's employment is terminated prior to March 31, 2012 and an IPO Event has occurred, (x) an amount equal to the greater of (A) 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 times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) and (B) the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) payable through March 31, 2012 plus one times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) multiplied by the fraction with a numerator equal to the number of months (whole and partial) remaining until March 31, 2012 and a denominator equal to twelve (12)., and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(iii) if the Executive's employment is terminated after March 31, 2012 and an IPO Event has not occurred, (x) an amount equal to six (6) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus 50% the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(iv) if the Executive's employment is terminated after March 31, 2012 and an IPO Event has occurred, (x) 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 times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that any payments pursuant to this Section 6.2 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, 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 if, and only if, an IPO Event has occurred 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, that if, and only if, an IPO Event has occurred 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 Proprietary Information and Inventions Agreement, dated September 21, 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. 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 Amendment. After an IPO Event, the Company and the Executive agree to execute an appropriate amended and restated version of this Agreement to eliminate all provisions that are applicable only before an IPO Event.

9.3 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.

9.4 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.

9.5 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 N. Black
3811 Turtle Creek Blvd, Suite 750
Dallas, TX 75219

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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/ Patrick Gruber
Name: Patrick Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ David N. Black
David N. Black

Exhibit 10.24

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of September 22, 2010 (such date, the "Commencement Date"), by and between Gevo, Inc., a Delaware corporation (the "Company"), and Michael A. Slaney (the "Executive").

RECITALS

WHEREAS, the board of directors of the Company (the "Board") considers the establishment and maintenance of a sound management team 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.

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 of Upstream Business Development. The Executive shall (a) perform the duties of Executive Vice President of Upstream 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 Seventy Five Thousand Dollars (U.S.$375,000.00) 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. During each calendar year of the Term beginning in calendar year 2011, 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"). The annual goals for each 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. If and only if the Company has completed an initial public offering (an "IPO Event"), during each calendar year of the Term beginning in calendar year 2012 (prorated to start April 1, 2012), 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. In addition, whether or not an IPO Event has occurred 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 thereof) deems appropriate. 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 (including maintaining an office in Dallas, Texas); 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 (consistent with past practices) 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.

(e) *Dallas Office Location*. Until December 31, 2013, the Company will not, without the Executive's consent, change the Dallas office location of 3811 Turtle Creek Blvd., Suite 750, Dallas, Texas.

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 after an IPO Event has occurred and 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. For the avoidance of doubt, the vesting set forth in that certain Amended and Restated Common Stock Warrant dated as of September 21, 2009 and amended as of September 22, 2010 in favor of CDP Gevo, LLC shall not be accelerated by reason of this Section 5.2, but instead shall be governed by the vesting terms set forth in such Amended and Restated Common Stock Warrant.

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 owner 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", prior to an IPO Event, shall have the meaning of "cause" under applicable law, and after an IPO Event 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 if and only if an IPO Event has occurred, the Executive may, by written notice to the Board, terminate his employment under this Agreement (and he hereby will have such right after an IPO Event) 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 offices located at 3811 Turtle Creek Blvd., Suite 750, Dallas, Texas to any other location in excess of fifty (50) miles beyond the geographic limits of Dallas, Texas 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 the following amounts, as applicable:

(i) if the Executive's employment is terminated prior to March 31, 2012 and an IPO Event has not occurred, (x) an amount equal to the greater of (A) six (6) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus 50% of the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) and (B) the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) payable through March 31, 2012 plus one times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) multiplied by the fraction with a numerator equal to the number of months (whole and partial) remaining until March 31, 2012 and a denominator equal to twelve (12)., and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(ii) if the Executive's employment is terminated prior to March 31, 2012 and an IPO Event has occurred, (x) an amount equal to the greater of (A) 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 times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) and (B) the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) payable through March 31, 2012 plus one times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination) multiplied by the fraction with a numerator equal to the number of months (whole and partial) remaining until March 31, 2012 and a denominator equal to twelve (12)., and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(iii) if the Executive's employment is terminated after March 31, 2012 and an IPO Event has not occurred, (x) an amount equal to six (6) months of the Executive's Base Salary (determined as the Executive's last annual Base Salary during the Term prior to such termination) plus 50% the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

(iv) if the Executive's employment is terminated after March 31, 2012 and an IPO Event has occurred, (x) 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 times the Bonus (determined as one hundred percent (100%) of the Executive's eligible bonus during the Term prior to such termination), and (y) 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 (or such lesser number of years, as applicable)) and Article 4.

Such amounts shall be paid in a single lump sum 75 days after Executive terminates employment, provided, however, that any payments pursuant to this Section 6.2 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, 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 if, and only if, an IPO Event has occurred 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, that if, and only if, an IPO Event has occurred 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 Proprietary Information and Inventions Agreement, dated September 21, 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. 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 Amendment. After an IPO Event, the Company and the Executive agree to execute an appropriate amended and restated version of this Agreement to eliminate all provisions that are applicable only before an IPO Event.

9.3 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.

9.4 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.

9.5 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:

Michael A. Slaney
3811 Turtle Creek Blvd, Suite 750
Dallas, TX 75219

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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/ Patrick Gruber
Name: Patrick Gruber
Title: Chief Executive Officer

EXECUTIVE

/s/ Michael A. Slaney
Michael A. Slaney

EXCLUSIVE SUPPLY AGREEMENT

Entered into effective as of this 14th day of January, 2011

Between:

LANXESS Inc. (**"LANXESS"**), a company organized under the laws of Canada and having its principal place of business at 1265 Vidal Street South, Sarnia, Ontario N7T 7M2 and, solely for purposes of Article II hereof, LANXESS Corporation (**"LXS Corporation"**), a Delaware corporation,

- AND -

GEVO, Inc. (**"GEVO"**), a company organized under the laws of Delaware and having its principal place of business at 345 Inverness Drive South, Building C, Suite 130, Englewood, Colorado 80112

(each a **"Party"** and collectively the **"Parties"**).

Recitals:

A. GEVO is in the business of developing, manufacturing and selling Bio-based Isobutanol (as defined below).

B. GEVO and LANXESS have a mutual interest in the successful commercial development of GEVO's Bio-based Isobutanol business and in the development of certain uses and markets for GEVO's Bio-based Isobutanol; and to that end, LANXESS has been investing in related research and is contemplating significant capital investments and a long-term supply agreement with GEVO. In furtherance and recognition of its efforts in this regard, LANXESS has an interest in acquiring certain exclusivity rights with respect to the purchase and use of Bio-based Isobutanol produced by GEVO.

C. LXS Corporation, currently holds 584,113 shares of GEVO's Series D-1 Preferred Stock, par value $0.01 per share, and, subject to the terms of this AGREEMENT LXS Corporation is prepared to make a further equity investment in GEVO.

D. GEVO and LANXESS have a mutual interest in: (1) exploring the potential for a possible business collaboration in connection with the development of a commercial cellulosic butene facility in Southeast Asia; and (2) developing a technically and economically viable pathway for production of butadiene from Bio-based Isobutanol.

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

Article I. Definitions

1. For purposes of this AGREEMENT:

"**Affiliate**" of an entity means any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with, such entity. An entity shall be deemed to control another entity if such entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other entity whether through the ownership of voting securities, by contract, or otherwise.

"**AGREEMENT**" means this Exclusive Supply Agreement as amended or varied in accordance with its terms.

"**Bio-based Isobutanol**" means any isobutanol that is produced from bio-mass and is not made from petroleum products.

"**Butenes**" means a mixture of C4 hydrocarbons comprised of one or more of all possible butene isomers: isobutylene, 1-butene, cis-2-butene, and trans-2-butene in an aggregate concentration of not less than fifty percent (50%); provided, however, that for purposes of this AGREEMENT the term Butenes shall not include Butenes which are produced as a by-product of jet fuel, diesel, gasoline, MTBE for fuel, ETBE for fuel or other fuel production.

"**Butyl Rubber**" means any elastomer, including but not limited to any such halogenated product, primarily produced by polymerizing greater than 50% isobutylene with one or more co-monomers, including but not limited to any elastomers resulting from any use of the polymer in blends and/or converted forms.

"**Cellulosic Butene Facility JDA**" has the meaning ascribed to that term in Article V, section 1.

"**Chemicals Field**" means the use of isobutylene and other Butenes in chemical applications which are not encompassed by the Polybutadiene and Butyl Exclusivity and / or the Polyisobutylene Exclusivity, and does not include the use of isobutylene or other Butenes in connection with jet fuel, diesel, gasoline, MTBE for fuel, ETBE for fuel and all other fuel applications.

"**Chemical Supply**" means the supply of isobutylene or other Butenes to a customer for the customer's purpose of internally using such isobutylene or other Butenes for final use in the Chemicals Field, or for the customer's purpose of selling or transferring such isobutylene or other Butenes to a third party for final use in the Chemicals Field.

"**Dehydration Facility**" means a commercial scale facility to convert isobutanol, n-butanols, or a mixture of these, to isobutene, n-butenes, butadiene, or mixed butanes, respectively.

"**Exclusivity Rights**" means the Exclusive First Right to Supply, the Polybutadiene and Butyl Exclusivity, and the Polyisobutylene Exclusivity collectively.

"**Election Notice**" has the meaning ascribed to that term in Article III, section 1(D)(ii) of this AGREEMENT.

"**Election Period**" has the meaning ascribed to that term in Article III, section 1(D)(ii) of this AGREEMENT.

"**Excluded Supply**" has the meaning ascribed to that term in Article III, section 1(D)(ii) of this AGREEMENT.

"**Exclusive First Right to Supply**" has the meaning ascribed to that term in Article III, section 1(A) of this AGREEMENT.

"**Force Majeure**" means any act, event or circumstance or combination of acts, events or circumstances which are beyond the affected Party's reasonable control and which could not have been prevented by the affected Party acting as a reasonable and prudent operator and which prevent, impede or delay the performance by the affected Party of its obligations under the AGREEMENT.

"**GEVO Bio-based Isobutanol**" means Bio-based Isobutanol produced by or for GEVO or its Affiliates.

"**GEVO Competitor**" means any entity, or Affiliate of an entity, that is directly or indirectly involved in the research, development, production, sales or marketing of butanol or its isomers in any manner that would cause such an entity or Affiliate to be in competition with GEVO.

"**GEVO's Exclusive First Right to Supply**" means such exclusive first right to supply as is granted to GEVO in accordance with Article IV, section 2.

"**LANXESS Ability to Supply Date**" means the date when LANXESS provides written notice to GEVO that LANXESS has <u>both</u>:

(1) the ability to acquire under the Off-take Agreement such quantity of GEVO Bio-based Isobutanol; and

(2) the available capacity to produce and supply such quantity of isobutylene and / or butenes;

as is required for LANXESS to reasonably exercise the Exclusive First Right to Supply.

"**Notification**" has the meaning ascribed to that term in Article III, section 1(D)(i) of this AGREEMENT.

"**Off-take Agreement**" means a definitive agreement entered into between the Parties for the supply of GEVO Bio-based Isobutanol to LANXESS, the terms of which at the date of this AGREEMENT remain to be negotiated and settled between the Parties in accordance with Article IV hereof.

"**Polybutadiene**" means in liquid as well as in solid form:

a. any elastomer primarily produced by polymerization of greater than 50% butadiene including but not limited to any elastomers resulting from any use of the polymer in blends and/or converted forms; or

b. any elastomer primarily produced by co-polymerization of greater than 50% of styrene and butadiene including but not limited to any elastomers resulting from any use of the polymer in blends and/or converted forms.

"**Polybutadiene and Butyl Exclusivity**" has the meaning ascribed to that term in Article III, section 2(A) of this AGREEMENT.

"**Polyisobutylene**" means any polymer, including highly reactive polyisobutylene and regular polyisobutylene, primarily produced by polymerization of at least 50% isobutylene and having an average molecular weight of at least 400, including but not limited to any product resulting from any use of the polymer in blends and/or converted forms.

"**Polyisobutylene Arrangements**" has the meaning ascribed to that term in Article III, section 3(B)(i) of this AGREEMENT.

"**Polyisobutylene Exclusivity**" has the meaning ascribed to that term in Article III, section 3(A) of this AGREEMENT.

"**Polyisobutylene Notification**" has the meaning ascribed to that term in Article III, section 3(B)(i) of this AGREEMENT.

"**Supply Agreement**" means an agreement between LANXESS and a customer for the supply of isobutylene or other Butenes produced from GEVO's Bio-based Isobutanol for use in the Chemicals Field.

"**Term of Exclusivity**" means with respect to each of: (i) the Exclusive First Right to Supply; (ii) the Polybutadiene and Butyl Exclusivity; and (iii) the Polyisobutylene Exclusivity; a period commencing on the above effective date of this AGREEMENT and terminating on the tenth anniversary of the effective date of the Off-take Agreement, which period shall be extended by the duration of any renewal terms that may be in force pursuant to the terms of Article III, section 5, and subject to early termination pursuant to the terms set forth in Article III, section 4.

"**Termination Events**" has the meaning ascribed to that term in Article III, section 4 of this AGREEMENT.

Article II. Equity Investment by LXS Corporation

1. Notwithstanding anything to the contrary contained in that certain Term Sheet for the Private Placement of Series D-2 Preferred Stock of GEVO, by and among GEVO and the investors named therein (the "**D-2 Term Sheet**"), LXS Corporation hereby acknowledges and agrees that (a) LXS Corporation's obligation to invest in GEVO's Series D-2 Preferred Stock (the "**D-2 Preferred**") on the terms and subject to the conditions contained in the D-2 Term Sheet shall, upon the execution and delivery of the D-2 Term Sheet by LXS Corporation and GEVO, be binding and enforceable against LXS Corporation and that such obligation shall not be conditioned upon the execution of the Series D-2 Term Sheet by Goldman Sachs Group, Inc., (b) GEVO may, in its sole and absolute discretion, chose to consummate the First Closing and any Additional Closings (each as defined in the D-2 Term Sheet) of sales of the D-2 Preferred without withdrawing its registration statement on Form S-1, currently on file with the U.S. Securities and Exchange Commission (the

"**Current S-1**"), and LXS Corporation's obligation to invest in the D-2 Preferred at any such closings shall not be conditioned upon, or effected in any way by GEVO's decision with respect to the Current S-1 and (c) the commercial rights to be granted to LXS Corporation in connection with the D-2 Preferred financing, as described in the D-2 Term Sheet under the Heading "Commercial Rights (LANXESS)," shall be granted to LANXESS on the terms and subject to the conditions set forth in this AGREEMENT.

2. GEVO hereby acknowledges and agrees that, so long as LXS Corporation participates in the First Closing in accordance with the terms set forth in the D-2 Term Sheet, effective upon the First Closing and until such time as GEVO shall complete an IPO or a Merger (each as defined in the D-2 Term Sheet), in the event of an offer to buy GEVO, or in the event the Board of Directors of GEVO decides to seek a buyer for GEVO, GEVO will promptly inform LXS Corporation in writing of such offer or decision and will not 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 such notice. During this period, GEVO will negotiate in good faith (but non-exclusively) with LXS Corporation or a designated Affiliate of LXS Corporation for a sale transaction to the extent reasonably requested by LXS Corporation or such designated Affiliate, and the Board of Directors of GEVO will consider any proposal made by LXS Corporation or such designated Affiliate in a manner consistent with the Board of Director's exercise of its fiduciary duties.

Article III. Exclusivity Arrangements

1. <u>Exclusive First Right to Supply</u>

(A) Subject to the terms and conditions of this AGREEMENT, including the Termination Events and the conditions set out in paragraphs (B), (C), (D), (E) and (F) below, for the applicable Term of Exclusivity, GEVO hereby grants to LANXESS, on a worldwide basis, an exclusive (except with respect to Excluded Supply), non-transferable, non-sublicensable right to acquire and use GEVO Bio-based Isobutanol to produce isobutylene and / or other Butenes for Chemical Supply (the "**Exclusive First Right to Supply**").

(B) For the avoidance of doubt and subject to the provisions set forth in paragraph (F) below, GEVO agrees that, except as otherwise expressly permitted under this Article III, section 1, for the period of the Exclusive First Right to Supply neither GEVO nor any Affiliate of GEVO shall: (1) use Bio-based Isobutanol for the purpose of producing isobutylene or other Butenes for Chemical Supply (other than for Excluded Supply); or (2) supply Bio-based Isobutanol to any party other than LANXESS (other than for Excluded Supply) to the extent that GEVO or such Affiliate of GEVO knows or reasonably ought to know, after due inquiry, that such party intends to (a) use such Bio-based Isobutanol for the purpose of producing isobutylene or other Butenes for use in the Chemicals Field or (b) resell or transfer such Bio-based Isobutanol to a third party for the purpose of producing isobutylene or other Butenes for use in the Chemicals Field.

(C) LANXESS shall notify GEVO of the LANXESS Ability to Supply Date promptly after LANXESS reasonably knows or reasonably ought to know that both conditions in the definition of the LANXESS Ability to Supply Date have been satisfied. The Parties recognize that LANXESS will not be in a position to fully exercise the Exclusive First Right to Supply until the LANXESS Ability to Supply Date. Therefore, until the LANXESS Ability to Supply Date, GEVO and LANXESS shall reasonably cooperate in marketing isobutylene and butenes produced using GEVO Bio-based Isobutanol to customers in the Chemicals Field and in developing tolling capacity to meet near term demand for such isobutylene and Butenes in the Chemicals Field. Without limiting the generality of the foregoing, this cooperation shall be subject to the following arrangements:

(i) Until the LANXESS Ability to Supply Date, GEVO shall have the right to:

(1) develop toll production of isobutylene and butenes using GEVO Bio-based Isobutanol for the purposes of supplying such isobutylene and Butenes to customers in the Chemicals Field; and

(2) supply such isobutylene and / or Butenes to customers in the Chemicals Field.

(ii) GEVO shall obtain LANXESS' prior approval to all such tolling and supply arrangements, such approval not to be unreasonably withheld or delayed. If LANXESS' fails to approve or disapprove of a tolling or supply arrangement within fifteen (15) business days of receiving notice thereof, approval shall be deemed to have been granted.

(iii) Upon written request from LANXESS (effective on or after the LANXESS Ability to Supply Date), GEVO agrees to promptly transfer all of its isobutylene and / or butenes customers in the Chemicals Field to LANXESS, subject to transfer and assignment from GEVO to LANXESS of all related contractual rights and obligations (other than any liabilities, contractual or otherwise, arising from GEVO's negligence, breach or non-performance of such obligations).

(iv) Upon written request from LANXESS (effective on or after the LANXESS Ability to Supply Date), GEVO agrees to promptly transfer any such tolling arrangements to LANXESS, subject to transfer and assignment from GEVO to LANXESS of all related contractual rights and obligations (other than any liabilities, contractual or otherwise, arising from GEVO's negligence, breach or non-performance of such obligations).

(D) The Parties shall follow the following referral process with respect to the Exclusive First Right to Supply:

(i) From and after the LANXESS Ability to Supply Date, in the event a customer approaches GEVO or an Affiliate of GEVO for the supply of isobutylene or other Butenes for final use in the Chemicals Field or for Chemical Supply during the Term of Exclusivity, GEVO shall promptly provide written notice to LANXESS of such customer (the "**Notification**"). The date of such Notification shall be the date GEVO provided such Notification to LANXESS. In the event a customer approaches LANXESS directly for the supply of isobutylene or other Butenes for final use in the Chemicals Field or for Chemical Supply during the Term of Exclusivity, LANXESS shall promptly provide written notice to GEVO of such customer, and the date of the Notification shall be the date such customer approached LANXESS.

(ii) LANXESS shall have sixty (60) calendar days from the date of the Notification (the "**Election Period**") to provide written notice to GEVO of its intent to exercise the Exclusive First Right to Supply with respect to such customer (the "**Election Notice**"). If LANXESS delivers an Election Notice to GEVO within the Election Period indicating its intent to exercise its Exclusive First Right to Supply with respect to such customer, then LANXESS shall have a period of nine (9) months from the date of the Notification to enter into a mutually acceptable Supply Agreement with such customer. If: (1) an Election Notice is not received by GEVO within the Election Period; (2) LANXESS notifies GEVO at any time following the relevant Notification that it does not wish to exercise its Exclusive First Right to Supply with respect to such customer; (3) the customer notifies LANXESS at any time following the relevant Notification that it does not wish to enter into a Supply Agreement with LANXESS; or (4) LANXESS and the customer do not enter into a Supply Agreement within said nine (9) month period; then GEVO will have the unrestricted right, in its sole discretion, to supply such customer with such quantity of isobutylene or other Butenes as the customer is seeking at that time for its use in the Chemicals Field or for Chemical Supply, and LANXESS shall have no further rights with respect to the supply of such quantity of isobutylene or other Butenes to such customer (each such supply an "**Excluded Supply"**). Notwithstanding the foregoing, nothing contained in this Article III, Section 1(D)(ii) shall be construed in a manner that would entitle GEVO to enter into an Excluded Supply arrangement to the extent a customer elects to purchase Bio-based Isobutanol for conversion to (a) Polybutadiene or Butyl Rubber or (b) Polyisobutylene, and LANXESS shall have the exclusive right to convert GEVO Bio-based Isobutanol to such chemical intermediates and to distribute such GEVO Bio-based Isobutanol into such applications pursuant to Article III, Sections 2 and 3 hereof.

(iii) For the avoidance of doubt, GEVO's sole obligations pursuant to this Article I, Section 1 are to: (1) reasonably cooperate with LANXESS prior to the LANXESS Ability to Supply Date, in accordance with paragraph (C) above; and (2) provide a Notification to LANXESS in accordance with the terms of subparagraph (i) above. In particular, GEVO shall not have any obligation to assist LANXESS with the negotiation of a Supply Agreement and shall not have any liability in the event that a customer elects not to enter into a Supply Agreement or LANXESS is otherwise unable to enter into a Supply Agreement with a customer, except to the extent that any such event is caused by any breach of GEVO's obligations under this AGREEMENT. For the avoidance of doubt, GEVO acknowledges and agrees that neither GEVO nor any Affiliate of GEVO shall provide information to or communicate with any customer seeking Chemical Supply or other party, or take any other action, in any manner which may reasonably be expected to prejudice, impede or interfere with LANXESS' efforts to conclude any Supply Agreement with any customer seeking Chemical Supply.

(E) LANXESS shall have the right to exercise the Exclusive First Right to Supply directly or through any agent, Affiliate, contractor or representative, as determined by LANXESS in its sole discretion provided that such agent, Affiliate, contractor or representative is not a GEVO Competitor and so long as, in each such exercise of this right, LANXESS retains all obligations for payment or otherwise hereunder.

(F) Notwithstanding anything to the contrary contained in this AGREEMENT, GEVO shall, in addition to its other rights under this Article III, have the right to (i) use Bio-based Isobutanol to produce (internally or through an Affiliate or tolling arrangement) isobutylene or other Butenes solely as an intermediate step in GEVO's internal production (directly or indirectly through an Affiliate or tolling arrangement) of any product other than (a) Polybutadiene, Butyl Rubber or Polyisobutylene or (b) any product intended for use as a precursor or raw material for the production of Polybutadiene, Butyl Rubber or Polyisobutylene; and (ii) sell GEVO Bio-based Isobutanol to any customer which uses such product to produce (internally or through an Affiliate or tolling arrangement) isobutylene or other Butenes solely as an intermediate step in its internal production (directly or indirectly through an Affiliate of such customer or tolling arrangement) of any product other than (a) Polybutadiene, Butyl Rubber or Polyisobutylene or (b) any product intended for use as a precursor or raw material for the production of Polybutadiene, Butyl Rubber or Polyisobutylene.

2. <u>Polybutadiene & Butyl Rubber Exclusivity</u>

(A) Subject to the terms and conditions of this AGREEMENT, including the Termination Events and the conditions set out in paragraphs (B) and (C) below, for the applicable Term of Exclusivity, GEVO hereby grants to LANXESS, on a worldwide basis, an exclusive, non-transferable, non-sublicensable right to acquire and use GEVO Bio-based Isobutanol for the purpose of producing butadiene and isobutylene for use in the production of Polybutadiene and Butyl Rubber (the "**Polybutadiene and Butyl Exclusivity**").

(B) For the avoidance of doubt, GEVO agrees that for the period of the Polybutadiene and Butyl Exclusivity, neither GEVO nor any Affiliate of GEVO shall: (1) use Bio-based Isobutanol for the purpose of producing any butadiene or isobutylene for use in the production of Polybutadiene or Butyl Rubber: or (2) supply Bio-based Isobutanol to any party other than LANXESS to the extent that GEVO or such Affiliate of GEVO knows or reasonably ought to know, after due inquiry, that such party intends to use such product, or to resell or transfer such product to another party, for the purpose of producing any butadiene or isobutylene for use in the production of Polybutadiene or Butyl Rubber.

(C) LANXESS shall have the right to exercise the Polybutadiene and Butyl Exclusivity directly or through any agent, Affiliate, contractor or representative, as determined by LANXESS in its sole discretion provided that such agent, Affiliate, contractor or representative is not a GEVO Competitor and so long as, in each such exercise of this right, LANXESS retains all obligations for payment or otherwise hereunder.

3. <u>Polyisobutylene Exclusivity</u>

(A) Subject to the terms and conditions of this AGREEMENT, including the Termination Events and the conditions set out in paragraphs (B), (C), and (D) below, for the applicable Term of Exclusivity, GEVO hereby grants to LANXESS, on a worldwide basis, an exclusive non-transferable, non-sublicensable right to acquire and use GEVO Bio-based Isobutanol for the purpose of producing isobutylene for use in the production of Polyisobutylene (the "**Polyisobutylene Exclusivity**").

(B) The Polyisobutylene Exclusivity shall be subject to the following conditions:

(i) Until such time as LANXESS provides GEVO with written notification that LANXESS has the capability to supply isobutylene to Polyisobutylene Customers (as defined below) and elects to do so (the "**Polyisobutylene Notification**"), GEVO shall be permitted to produce, internally or through tolling arrangements, and sell Polyisobutylene and to sell GEVO Bio-based Isobutanol to customers for use in the production of Polyisobutylene; provided, however, that GEVO shall discuss with LANXESS, in good faith: (1) any arrangements that it intends to enter into for the supply of Bio-based Isobutanol for use in the production of Polyisobutylene; and (2) any tolling or supply arrangements that it intends to enter into for the production or sale of Polyisobutylene; and shall obtain LANXESS' prior approval to all such supply and tolling arrangements ("**Polyisobutylene Arrangements**"), such approval not to be unreasonably withheld or delayed.

(ii) Upon written request from LANXESS (effective on or after the date of the Polyisobutylene Notification), GEVO agrees to promptly transfer all of its customers under its Polyisobutylene Arrangements (the **"Polyisobutylene Customers"**) to LANXESS, subject to transfer and assignment from GEVO to LANXESS of all related contractual rights and obligations (other than any liabilities, contractual or otherwise, arising from GEVO's negligence, breach or non-performance of such obligations).

(iii) Upon written request from LANXESS (effective on or after the date of the Polyisobutylene Notification), GEVO agrees to promptly transfer any tolling arrangements under its Polyisobutylene Arrangements to LANXESS, subject to transfer and assignment from GEVO to LANXESS of all related contractual rights and obligations (other than any liabilities, contractual or otherwise, arising from GEVO's negligence, breach or non-performance of such obligations).

(C) For the avoidance of doubt, GEVO agrees that, except as otherwise expressly permitted under this Article III, section 3, for the period of the Polyisobutylene Exclusivity, neither GEVO nor any Affiliate of GEVO shall: (1) use Bio-based Isobutanol for the purpose of producing any isobutylene for use in the production of Polyisobutylene; or (2) supply Bio-based Isobutanol to any party other than LANXESS to the extent that GEVO or such Affiliate of GEVO knows or reasonably ought to know, after due inquiry, that such party intends to use, or to resell or transfer such product to another party, for the purpose of producing any isobutylene for use in the production of Polyisobutylene.

(D) LANXESS shall have the right to exercise the Polyisobutylene Exclusivity directly or through any agent, Affiliate, contractor or representative, as determined by LANXESS in its sole discretion provided that such agent, Affiliate, contractor or representative is not a GEVO Competitor and so long as, in each such exercise of this right, LANXESS retains all obligations for payment or otherwise hereunder.

4. Termination Events

The Exclusivity Rights shall automatically terminate upon the occurrence of any of the following events (collectively referred to as the "**Termination Events**"):

(i) if LANXESS and GEVO do not enter into an Off-take Agreement by December 30, 2011;

(ii) if the Off-take Agreement is lawfully terminated by either Party;

(iii) if, by December 30, 2011, LANXESS has either not made or has not notified GEVO of a final investment decision to build a Dehydration Facility;

(iv) if LANXESS notifies GEVO at any time prior to December 30, 2011 that it has made a final decision <u>not</u> to build a Dehydration Facility;

(v) if LANXESS has failed to commence operation of a Dehydration Facility by no later than December 30, 2013, unless such failure is excused by Force Majeure;

(vi) if LANXESS purchases Bio-based Isobutanol from any source other than GEVO in contravention of GEVO's Exclusive First Right to Supply;

(vii) if LANXESS fails to cure any material breach of this AGREEMENT or the Off-take Agreement within thirty (30) days after receiving a written notice of the breach from GEVO or if such breach cannot reasonably be cured within such thirty (30) day period, within such longer period as is reasonably required to cure such breach not to exceed ninety (90) days after receiving such written notice of the breach; or

(viii) if LANXESS dissolves, liquidates, ceases to conduct business, or becomes insolvent or seeks protection pursuant to any bankruptcy, receivership, trust deed, creditors arrangement or comparable proceeding, or such proceeding is instituted against LANXESS and not dismissed within sixty (60) days.

5. Exclusivity Rights in Off-take Agreement and Renewal Terms

The Parties agree that the Exclusivity Rights shall be incorporated into the Off-take Agreement at the time of its completion and execution, and that, in the event the Off-take Agreement is entered into between the Parties, after completion of the initial Term of Exclusivity each of the relevant Exclusivity Rights shall continue on the same terms for successive renewal terms of five (5) years, subject to termination at the end of the initial Term of Exclusivity or any such renewal term by either Party giving the other Party not less than twenty-four (24) months prior written notice of termination.

6. Review of List of Products

LANXESS and GEVO shall mutually review on an annual basis the products included in the scope of the Exclusivity Rights. If, upon such review: (i) the Parties mutually agree to change any such products, they shall promptly make any required amendments to this AGREEMENT;

or (ii) the Parties do <u>not</u> mutually agree to change any such products, this AGREEMENT shall continue in force unchanged.

Article IV. Off-take Agreement

1. While the Parties intend for July 31, 2011 to be a non-binding target for execution of the Off-take Agreement, they hereby agree that, upon the execution of this AGREEMENT, they shall, acting in good faith, use reasonable efforts (and provide reasonable resources) to settle the terms of, and execute, a mutually satisfactory Off-take Agreement by no later than December 30, 2011. The Parties agree that they will utilize the Heads of Agreement that was signed by the Parties effective May 7, 2010 (the **"HOA"**) as a non-binding starting point for their negotiation of the Off-take Agreement, taking into account that certain of the provisions in the HOA are no longer up to date with the Parties' most recent discussions and positions.

2. The Parties agree that the Off-take Agreement shall include a provision which stipulates that:

   (i) during the term of the Off-take Agreement, GEVO shall have the exclusive first right to supply LANXESS and its Affiliates with all its requirements for Bio-based Isobutanol in excess of the minimum quantity and up to the maximum quantity that are agreed in the Off-take Agreement;

   (ii) the exclusive first right to supply set forth in subsection (i) above, shall be exercised in accordance with the pricing and terms of the Off-take Agreement, provided, however, that if LANXESS obtains a bona fide offer from another supplier for such requirements of Bio-based Isobutanol at pricing and terms which are in the aggregate more advantageous to LANXESS than the pricing and terms of the Off-take Agreement (taking into account any and all transportation costs, duties, tariffs, taxes, and other items affecting the overall cost), then the exclusive first right to supply set forth in subsection (i) above shall be exercised in accordance with the pricing and terms of such other offer; and

   (iii) to the extent GEVO for any reason fails or is unable to satisfy all such LANXESS requirements, LANXESS shall have the right to satisfy its requirements from any other sources, as LANXESS in its sole discretion may determine.

3. Each Party shall bear its own costs and expenses whatsoever and howsoever arising or incurred in connection with the Parties' efforts to settle the terms of, and execute, an Off-take Agreement. The Parties hereby acknowledge and agree that the failure of the Parties to settle the terms of, or execute, an Off-take Agreement by December 30, 2011 or by any other date shall not be the basis of any obligation, liability, claim or cause of action against each other. This provision shall not detract from the Parties' other obligations under this AGREEMENT.

Article V. Cellulosic Butene Facility JDA

1. LANXESS shall have the option to initiate discussion with GEVO of a joint development agreement for the purpose of exploring the potential for a possible business collaboration

between the Parties in connection with the development of a commercial cellulosic butene facility in Southeast Asia ("**Cellulosic Butene Facility JDA**"). If LANXESS elects to exercise this option, it shall provide written notification thereof to GEVO by no later than March 31, 2011. The Parties hereby agree that, upon LANXESS providing such notification, they shall, acting in good faith, use reasonable efforts (and provide reasonable resources) to: (i) settle the terms of, and execute, a mutually satisfactory Cellulosic Butene Facility JDA by no later than June 30, 2011; and (ii) complete mutually agreed upon milestones (as set forth in such Cellulosic Butene Facility JDA) by January 31, 2012. GEVO agrees to not pursue discussion or development of such a facility with any third party during the period prior to January 31, 2012, unless LANXESS has not exercised this option by March 31, 2011 or the Parties have not executed the Cellulosic Butene Facility JDA by June 30, 2011, as applicable. The Parties may extend any one or more of the three dates set forth in this section by mutual agreement.

2. Each Party shall bear its own costs and expenses whatsoever and howsoever arising or incurred in connection with the Parties' efforts to settle the terms of, and execute, a Cellulosic Butene Facility JDA. The Parties hereby acknowledge and agree that the failure of the Parties to settle the terms of, or execute, a Cellulosic Butene Facility JDA by June 30, 2011 or by any other date shall not be the basis of any obligation, liability, claim or cause of action against each other. This provision shall not detract from the Parties' other obligations under this AGREEMENT.

Article VI. Bio-butadiene JDA

1. The Parties hereby agree that, upon the execution of this AGREEMENT, they shall, acting in good faith, use reasonable efforts (and provide reasonable resources) to settle the terms of, and execute, a mutually satisfactory joint development agreement for the purpose of developing a technically and economically viable means of producing butadiene from Bio-based Isobutanol ("**Bio-Butadiene JDA**") by no later than June 30, 2011.

2. Each Party shall bear its own costs and expenses whatsoever and howsoever arising or incurred in connection with the Parties' efforts to settle the terms of, and execute, a Bio-Butadiene JDA. The Parties hereby acknowledge and agree that the failure of the Parties to settle the terms of, or execute, a Bio-Butadiene JDA by June 30, 2011 or by any other date shall not be the basis of any obligation, liability, claim or cause of action against each other. This provision shall not detract from the Parties' other obligations under this AGREEMENT.

Article VII. General

1. Each Party shall be relieved of its obligations under this AGREEMENT to the extent that its ability to perform such obligations is delayed, prevented or impaired by Force Majeure.

2. This AGREEMENT constitutes the entire and only agreement between the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by written mutual agreement by the Parties.

3. Any delay in enforcing a Party's right under this AGREEMENT or any waiver as to a particular default or other matter will not constitute a waiver of such party's rights to the future enforcement of its rights under this AGREEMENT, except only as to an express written and signed waiver to a specific matter for a specific period of time.

4. Any notice required by this AGREEMENT will be given by personal delivery (including delivery by reputable messenger services such as Federal Express) or by prepaid, first class, certified mail, return receipt requested, addressed to:

For LANXESS:

LANXESS Inc.
1265 Vidal Street South,
Sarnia, Ontario N7T 7M2,
Canada
ATTENTION: President and Managing Director

For LXS Corporation:

LANXESS Corporation
111 RIDC Park West Drive
Pittsburgh, PA 15275-1112
USA
Attention: General Counsel

For GEVO:

GEVO, Inc.
345 Inverness Drive South,
Building C, Suite 130,
Englewood, CO 80112
USA
Attention: General Counsel

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

5. This AGREEMENT is made under and shall be construed, interpreted and controlled by the laws of the State of Delaware, and all claims arising out of or related to the parties' relationship created by this AGREEMENT, whether in contract, tort or otherwise, shall be governed and decided pursuant to the laws of the State of Delaware, including Delaware's statutes of limitations but not including its conflict of law rules. The Parties agree to submit to the courts of said jurisdiction and that such venue shall be exclusive regarding disputes arising out of this AGREEMENT, except for the enforcement of judgments in which case such venue shall be non-exclusive.

6. All additions or modifications to this AGREEMENT must be made in writing and must be executed by both parties.

7. This AGREEMENT may be executed by facsimile or PDF signature in any number of counterparts, all of which taken together shall constitute one in the same instrument.

8. GEVO and LANXESS are each subject to the provisions of the mutual Disclosure Agreement entered into between the Parties having an Effective Date of September 11, 2009, including the Amendment Number 1 having an Effective Date of September 11, 2010. Said Disclosure Agreement is incorporated by reference as if fully set forth in its entirety herein. To the extent disclosure of this AGREEMENT or any information relating to this AGREEMENT is required under any applicable law, judicial order or decree, the Party required to make such disclosure shall to the extent practicable, provide the other Party with prior written notice of such disclosure so that the other Party may seek a protective order or waiver of compliance with such law, judicial order or decree, and the Party required to make such disclosure shall provide reasonable assistance to the other Party in its efforts to obtain such a protective order or waiver.

9. In case any provision in this AGREEMENT shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this AGREEMENT and this AGREEMENT shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

10. Except as expressly permitted under this section 10, neither Party may assign or transfer any of its rights or obligations under this AGREEMENT to a third party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing and any other provisions of this AGREEMENT, each of GEVO and LANXESS shall have the right to assign or transfer all or any part of its rights and obligations to an Affiliate of such Party with prior written notice to the other party, provided that such Affiliate: (i) agrees in writing to be bound by all relevant terms of this AGREEMENT; and (ii) provides the other Party with all such information as is reasonably required to satisfy the other Party of such Affiliate's ability to perform all such obligations as are assigned to it. Any attempted assignment or transfer in violation of this section 10 will be null and void.

IN WITNESS WHEREOF, the Parties, through their respective duly authorized officers, have executed this AGREEMENT on the date first written above.

LANXESS Inc.
1265 Vidal Street South
Sarnia ON
Canada N7T 7M2

Authorized Signature:

/s/ Alexander Marshall

Printed Name/Title: Alexander Marshall / President & Managing Director

Date of Signature: January 13, 2011

GEVO, Inc.
345 Inverness Drive South,
Building C, Suite 130,
Englewood, CO 80112
USA

Authorized Signature:

/s/ Patrick Gruber

Printed Name/Title: Patrick Gruber / CEO

Date of Signature: January 14, 2011

and, solely for purposes of Article II:

LANXESS Corporation
111 RIDC Park West Drive
Pittsburgh, PA 15275-1112
USA

Authorized Signature:

/s/ Raymond D. Newhouse

Printed Name/Title: Raymond D. Newhouse / VP & CFO

Date of Signature: January 14, 2011

Exhibit 10.33

GEVO, INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this ***"Agreement"***) is effective as of __________, 2011 by and between Gevo, Inc., a Delaware corporation (the ***"Company"***), and __________ (the ***"Indemnitee"***).

RECITALS

WHEREAS, the Company recognizes the continued difficulty in obtaining liability insurance for its directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates, the significant increases in the cost of such insurance and the general reductions in the coverage of such insurance;

WHEREAS, the Company further recognizes the substantial increase in corporate litigation in general, subjecting directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited;

WHEREAS, the current protection available to directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates of the Company may not be adequate under the present circumstances, and directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates of the Company (or persons who may be alleged or deemed to be the same), including the Indemnitee, may not be willing to continue to serve or be associated with the Company in such capacities without additional protection;

WHEREAS, the Company (a) desires to attract and retain the involvement of highly qualified persons, such as the Indemnitee, to serve and be associated with the Company, and (b) accordingly, wishes to provide for the indemnification and advancement of expenses to the Indemnitee to the maximum extent permitted by law; and

WHEREAS, in view of the considerations set forth above, the Company desires that the Indemnitee shall be indemnified and advanced expenses by the Company as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. CERTAIN DEFINITIONS.

(a) *"Change in Control"* shall be deemed to have occurred if, on or after the date of this Agreement, (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***)), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company acting in such capacity or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then outstanding Voting Securities (as defined below), (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company (the ***"Board"***) and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least eighty percent (80%) of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of the Company's assets.

(b) ***"Claim"*** shall mean with respect to a Covered Event (as defined below): any threatened, asserted, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that the Indemnitee in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other.

(c) References to the ***"Company"*** shall include, in addition to Gevo, Inc., any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which Gevo, Inc. (or any of its wholly owned subsidiaries) is a party, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if the Indemnitee is or was a director, officer, employee, agent or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, the Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as the Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(d) ***"Covered Event"*** shall mean any event or occurrence related to the fact that the Indemnitee is or was a director, officer, employee, agent or fiduciary of the Company, or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of the Indemnitee while serving in such capacity.

(e) ***"Expense Advance"*** shall mean a payment to the Indemnitee for Expenses pursuant to **Section 3** hereof, in advance of the settlement of or final judgment in any action, suit, proceeding or alternative dispute resolution mechanism, hearing, inquiry or investigation, which constitutes a Claim.

(f) ***"Expenses"*** shall mean any and all direct and indirect costs, losses, claims, damages, fees, expenses and liabilities, joint or several (including attorneys' fees and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or to participate in, any action, suit, proceeding, alternative dispute resolution mechanism, hearing, inquiry or investigation), judgments, fines, penalties and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred, of any Claim and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement.

(g) ***"Independent Legal Counsel"*** shall mean an attorney or firm of attorneys, selected in accordance with the provisions of **Section 2(d)** hereof, who shall not have otherwise performed services for the Company or the Indemnitee within the last three (3) years (other than with respect to matters concerning the rights of the Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

(h) References to ***"other enterprises"*** shall include employee benefit plans; references to ***"fines"*** shall include any excise taxes assessed on the Indemnitee with respect to an employee benefit plan; and references to ***"serving at the request of the Company***" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries; and if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, the Indemnitee shall be deemed to have acted in a manner ***"not opposed to the best interests of the Company***" as referred to in this Agreement.

(i) ***"Reviewing Party"*** shall mean, subject to the provisions of **Section 2(d)**, any person or body appointed by the Board in accordance with applicable law to review the Company's obligations hereunder and under applicable law, which may include a member or members of the Board, Independent Legal Counsel or any other person or body not a party to the particular Claim for which the Indemnitee is seeking indemnification, exoneration or hold harmless rights.

(j) ***"Section"*** refers to a section of this Agreement unless otherwise indicated.

(k) ***"Voting Securities"*** shall mean any securities of the Company that vote generally in the election of directors.

2. INDEMNIFICATION.

(a) Indemnification of Expenses. Subject to the provisions of **Section 2(b)** below, the Company shall indemnify, exonerate or hold harmless the Indemnitee for Expenses to the fullest extent permitted by law if the Indemnitee was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any Claim (whether by reason of or arising in part out of a Covered Event), including all interest, assessments and other charges incurred in connection with or in respect of such Expenses.

(b) Review of Indemnification Obligations. Notwithstanding the foregoing, in the event any Reviewing Party shall have determined (in a written opinion, in any case in which Independent Legal Counsel is the Reviewing Party) that the Indemnitee is not entitled to be indemnified, exonerated or held harmless hereunder under applicable law, (i) the Company shall have no further obligation under **Section 2(a)** to make any payments to the Indemnitee not made prior to such determination by such Reviewing Party and (ii) the Company shall be entitled to be reimbursed by the Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid in indemnifying, exonerating or holding harmless the Indemnitee (within thirty (30) days after such determination); *provided* , *however* , that if the Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee is entitled to be indemnified, exonerated or held harmless hereunder under applicable law, any determination made by any Reviewing Party that the Indemnitee is not entitled to be indemnified hereunder under applicable law shall not be binding and the Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying, exonerating or holding harmless the Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). The Indemnitee's obligation to reimburse the Company for any Expenses shall be unsecured and no interest shall be charged thereon.

(c) Indemnitee Rights on Unfavorable Determination; Binding Effect. If any Reviewing Party determines that the Indemnitee substantively is not entitled to be indemnified, exonerated or held harmless hereunder in whole or in part under applicable law, the Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by such Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and, subject to the provisions of **Section 16** hereof, the Company hereby consents to service of process and to appear in any such proceeding. Absent such litigation, any determination by any Reviewing Party shall be conclusive and binding on the Company and the Indemnitee.

(d) Selection of Reviewing Party; Change in Control. If there has not been a Change in Control, any Reviewing Party shall be selected by the Board, and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Board who were directors immediately prior to such Change in Control), any Reviewing Party with respect to all matters thereafter arising concerning the Indemnitee's indemnification, exoneration or hold harmless rights for Expenses under this Agreement or any other agreement or under the Company's Certificate of Incorporation or bylaws as now or hereafter in effect, or under any other applicable law, if desired by the Indemnitee, shall be Independent Legal Counsel selected by the Indemnitee and approved by Company (which approval shall not be unreasonably withheld). Such counsel, among other things, shall render its written opinion to the Company and the Indemnitee as to whether and to what extent the Indemnitee would be entitled to be indemnified, exonerated or held harmless hereunder under applicable law and the Company agrees to abide by such opinion. The Company agrees to pay the reasonable fees of the Independent Legal Counsel referred to above and to fully indemnify, exonerate and hold harmless such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Notwithstanding any other provision of this Agreement, the Company shall not be required to pay Expenses of more than one Independent Legal Counsel in connection with all matters concerning a single Indemnitee, and such Independent Legal Counsel shall be the Independent Legal Counsel for any or all other Indemnitees unless (i) the Company otherwise determines or (ii) any Indemnitee shall provide a written statement setting forth in detail a reasonable objection to such Independent Legal Counsel representing other Indemnitees.

(e) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement other than **Section 10** hereof, to the extent that the Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any Claim, the Indemnitee shall be indemnified, exonerated and held harmless against all Expenses incurred by the Indemnitee in connection therewith.

(f) Contribution. If the indemnification, exoneration or hold harmless rights provided for in this Agreement are for any reason held by a court of competent jurisdiction to be unavailable to an Indemnitee, then in lieu of indemnifying, exonerating or holding harmless the Indemnitee thereunder, the Company shall contribute to the amount paid or payable by the Indemnitee as a result of such Expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Indemnitee or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Indemnitee in connection with the action or inaction which resulted in such Expenses, as well as any other relevant equitable considerations. In connection with the registration of the Company's securities, the relative benefits received by the Company and the Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company and the Indemnitee, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company and the Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Indemnitee agree that it would not be just and equitable if contribution pursuant to this **Section 2(f)** were determined by pro rata or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with the registration of the Company's securities, in no event shall the Indemnitee be required to contribute any amount under this **Section 2(f)** in excess of the net proceeds received by the Indemnitee from its sale of securities under such registration statement. No person found guilty of fraudulent misrepresentation (within the meaning of Section 11(1) of the Securities Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

3. EXPENSE ADVANCES.

(a) Obligation to Make Expense Advances. The Company shall make Expense Advances to the Indemnitee upon receipt of a written undertaking by or on behalf of the Indemnitee to repay such amounts if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified, exonerated or held harmless therefor by the Company.

(b) Form of Undertaking. Any written undertaking by the Indemnitee to repay any Expense Advances hereunder shall be unsecured and no interest shall be charged thereon.

4. PROCEDURES FOR INDEMNIFICATION AND EXPENSE ADVANCES.

(a) Timing of Payments. All payments of Expenses (including without limitation Expense Advances) by the Company to the Indemnitee pursuant to this Agreement shall be made to the fullest extent permitted by law as soon as practicable after written demand by the Indemnitee therefor is presented to the Company, but in no event later than forty-five (45) days after such written demand by Indemnitee is presented to the Company, except in the case of Expense Advances, which shall be made no later than twenty (20) days after such written demand by the Indemnitee is presented to the Company.

(b) Notice/Cooperation by the Indemnitee. The Indemnitee shall, as a condition precedent to the Indemnitee's right to be indemnified, exonerated or held harmless or the Indemnitee's right to receive Expense Advances under this Agreement, give the Company notice in writing as soon as practicable of any Claim made against the Indemnitee for which indemnification, exoneration or hold harmless right will or could be sought under this Agreement. Notice to the Company shall be directed to the President or Chief Executive Officer of the Company at the address shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to the Indemnitee). In addition, the Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within the Indemnitee's power.

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification, exoneration or hold harmless right is not permitted by this Agreement or applicable law. In addition, neither the failure of any Reviewing Party to have made a determination as to whether the Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by any Reviewing Party that the Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by the Indemnitee to secure a judicial determination that the Indemnitee should be indemnified, exonerated or held harmless under this Agreement or applicable law, shall be a defense to the Indemnitee's claim or create a presumption that the Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by any Reviewing Party or otherwise as to whether the Indemnitee is entitled to be indemnified, exonerated or held harmless hereunder, the burden of proof shall be on the Company to establish that the Indemnitee is not so entitled.

(d) Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to **Section 4(b)** hereof, the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policies.

(e) Selection of Counsel. In the event the Company shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any Expense Advances with respect to the Expenses of any Claim, the Company, if appropriate, shall be entitled to assume the defense of such Claim with counsel approved by the Indemnitee (which approval shall not be unreasonably withheld) upon the delivery to the Indemnitee of written notice of the Company's election to do so. After delivery of such notice, approval of such counsel by the Indemnitee and the retention of such counsel by the Company, the Company will not be liable to the Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of the Indemnitee with respect to the same Claim; *provided*, *however*, that (i) the Indemnitee shall have the right to employ the Indemnitee's separate counsel in any such Claim at the Indemnitee's expense and (ii) if (A) the employment of separate counsel by the Indemnitee has been previously authorized by the Company, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of any such defense, or (C) the Company shall not continue to retain such counsel to defend such Claim, then the fees and expenses of the

Indemnitee's separate counsel shall be Expenses for which the Indemnitee may receive indemnification, exoneration or hold harmless rights or Expense Advances hereunder. The Company shall have the right to conduct such defense as it sees fit in its sole discretion, including the right to settle any claim, action or proceeding against the Indemnitee without the consent of the Indemnitee, provided that the terms of such settlement include either: (i) a full release of the Indemnitee by the claimant from all liabilities or potential liabilities under such claim; or (ii) in the event such full release is not obtained, the terms of such settlement do not limit any indemnification, exoneration or hold harmless right the Indemnitee may now, or hereafter, be entitled to under this Agreement, the Company's Certificate of Incorporation, bylaws, any agreement, any vote of stockholders or disinterested directors, the General Corporation Law of the State of Delaware (the ***"DGCL"***) or otherwise.

5. ADDITIONAL INDEMNIFICATION RIGHTS; NONEXCLUSIVITY.

(a) Scope. The Company hereby agrees to indemnify, exonerate and hold harmless the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification, exoneration or hold harmless right is not specifically authorized by the other provisions of this Agreement, the Company's Certificate of Incorporation, the Company's bylaws or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Delaware corporation to indemnify, exonerate or hold harmless a member of its board of directors or an officer, employee, agent or fiduciary, it is the intent of the parties hereto that the Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify, exonerate or hold harmless a member of its board of directors or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in **Section 10(a)** hereof.

(b) Nonexclusivity. The indemnification, exoneration or hold harmless rights and the payment of Expense Advances provided by this Agreement shall be in addition to any rights to which the Indemnitee may be entitled under the Company's Certificate of Incorporation, its bylaws, any other agreement, any vote of stockholders or disinterested directors, the DGCL, or otherwise. The indemnification, exoneration or hold harmless rights and the payment of Expense Advances provided under this Agreement shall continue as to the Indemnitee for any action taken or not taken while serving in an indemnified, exonerated or held harmless capacity even though subsequent thereto the Indemnitee may have ceased to serve in such capacity.

6. NO DUPLICATION OF PAYMENTS. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, provision of the Company's Certificate of Incorporation, bylaws or otherwise) of the amounts otherwise payable hereunder, except as provided in **Section 19** below.

7. PARTIAL INDEMNIFICATION. If the Indemnitee is entitled under any provision of this Agreement to indemnification, exoneration or hold harmless rights by the Company for some or a portion of Expenses incurred in connection with any Claim, but not, however, for the total amount thereof, the Company shall nevertheless indemnify, exonerate or hold harmless the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

8. Mutual Acknowledgment. Both the Company and the Indemnitee acknowledge that in certain instances, federal law or applicable public policy may prohibit the Company from indemnifying, exonerating or holding harmless its directors, officers, employees, agents or fiduciaries under this Agreement or otherwise. The Indemnitee understands and acknowledges that the Company may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification, exoneration or hold harmless rights to a court in certain circumstances for a determination of the Company's right under public policy to indemnify, exonerate or hold harmless the Indemnitee.

9. Liability Insurance. To the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

10. Exceptions. Notwithstanding any other provision of this Agreement, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Action or Omissions. To indemnify, exonerate or hold harmless the Indemnitee for Expenses resulting from acts, omissions or transactions for which the Indemnitee is prohibited from receiving indemnification, exoneration or hold harmless rights under this Agreement or applicable law; *provided*, *however*, that notwithstanding any limitation set forth in this **Section 10(a)** regarding the Company's obligation to provide indemnification, exoneration or hold harmless rights to the Indemnitee, the Indemnitee shall be entitled under **Section 3** to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee has engaged in acts, omissions or transactions for which the Indemnitee is prohibited from receiving indemnification under this Agreement or applicable law.

(b) Claims Initiated by the Indemnitee. To indemnify, exonerate or hold harmless or make Expense Advances to the Indemnitee with respect to Claims initiated or brought voluntarily by the Indemnitee and not by way of defense, counterclaim or cross claim, except (i) with respect to actions or proceedings brought to establish or enforce an indemnification, exoneration or hold harmless right under this Agreement or any other agreement or insurance policy or under the Company's Certificate of Incorporation or bylaws now or hereafter in effect relating to Claims for Covered Events, (ii) in specific cases if the Board has approved the initiation or bringing of such Claim, or (iii) as otherwise required under Section 145 of the DGCL, regardless of whether the Indemnitee ultimately is determined to be entitled to such indemnification, exoneration, hold harmless right, Expense Advances or insurance recovery, as the case may be.

(c) Lack of Good Faith. To indemnify, exonerate or hold harmless the Indemnitee for any Expenses incurred by the Indemnitee with respect to any action instituted (i) by the Indemnitee to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in **Section 14** hereof that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous, or (ii) by or in the name of the Company to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in **Section 14** hereof that each of the material defenses asserted by the Indemnitee in such action was made in bad faith or was frivolous.

(d) Claims Under Section 16(b). To indemnify, exonerate or hold harmless the Indemnitee for expenses and the payment of profits arising from the purchase and sale by the Indemnitee of securities in violation of Section 16(b) of the Exchange Act, or any similar successor statute; *provided*, *however*, that notwithstanding any limitation set forth in this **Section 10(d)** regarding the Company's obligation to provide indemnification or exoneration or hold harmless, the Indemnitee shall be entitled under **Section 3** hereof to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee has violated said statute.

11. SERVICES TO THE COMPANY. The Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, for so long as the Indemnitee is duly elected or appointed or until the Indemnitee tenders his or her resignation or is removed from such position. The Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue the Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any other enterprise) and the Indemnitee. The Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any other enterprise) is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between the Indemnitee and the Company (or any of its subsidiaries or any other enterprise), any existing formal severance policies adopted by the Board or, with respect to service as a director or officer of the Company, the Company's certificate of incorporation or bylaws or the DGCL. No such document shall be subject to any oral modification thereof.

12. COUNTERPARTS. This Agreement may be executed in counterparts and by facsimile or electronic transmission, each of which shall constitute an original and all of which, together, shall constitute one instrument.

13. BINDING EFFECT; SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as a director, officer, employee, agent or fiduciary (as applicable) of the Company or of any other enterprise at the Company's request. **[**The Company and the Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of this Agreement.**]**[1]

[1] Use if applicable.

14. Expenses Incurred in Action Relating to Enforcement or Interpretation. In the event that any action is instituted by the Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, the Indemnitee shall be entitled to be indemnified for all Expenses incurred by the Indemnitee with respect to such action (including without limitation attorneys' fees), regardless of whether the Indemnitee is ultimately successful in such action, unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous; *provided*, *however*, that until such final judicial determination is made, the Indemnitee shall be entitled under **Section 3** hereof to receive payment of Expense Advances hereunder with respect to such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be indemnified, exonerated or held harmless for all Expenses incurred by the Indemnitee in defense of such action (including without limitation costs and expenses incurred with respect to the Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material defenses asserted by the Indemnitee in such action was made in bad faith or was frivolous; *provided*, *however*, that until such final judicial determination is made, the Indemnitee shall be entitled under **Section 3** hereof to receive payment of Expense Advances hereunder with respect to such action.

15. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (a) if delivered by hand and signed for by the party addressed, on the date of such delivery, or (b) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice.

16. Consent to Jurisdiction. The Company and the Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the Court of Chancery of the State of Delaware in and for Kent County, which shall be the exclusive and only proper forum for adjudicating such a claim.

17. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including without limitation each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

18. CHOICE OF LAW. This Agreement, and all rights, remedies, liabilities, powers and duties of the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

19. [FUND INDEMNITORS; SUBROGATION.

(a) The Company hereby acknowledges that the Indemnitee has certain indemnification, exoneration, hold harmless or Expense advancement rights and/or insurance provided by [NAME OF FUND] and certain of its affiliates (collectively, the ***"Fund Indemnitors"***). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to the Indemnitee are primary and any obligation of the Fund Indemnitors to advance Expenses or to provide indemnification, exoneration or hold harmless rights for the same Expenses incurred by the Indemnitee are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by the Indemnitee and shall be liable for the full amount of all Expenses, to the extent legally permitted and as required by the Certificate of Incorporation or bylaws of the Company (or any agreement between the Company and the Indemnitee), without regard to any rights the Indemnitee may have against the Fund Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of the Indemnitee with respect to any Claim for which the Indemnitee has sought indemnification, exoneration or hold harmless rights from the Company shall affect the foregoing and the Fund Indemnitors shall have a right to receive from the Company, contribution and/or be subrogated, to the extent of such advancement or payment to all of the rights of recovery of the Indemnitee against the Company.**]**[2]

(b) [Except as provided in **Section 19(a)** above, i]**[I]**n the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee (other than against Fund Indemnitors) from any insurance policy purchased by the Company, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights. In no event, however, shall the Company or any other person have any right of recovery, through subrogation or otherwise, against (i) the Indemnitee, (ii) any Fund Indemnitor or (iii) any insurance policy purchased or maintained by the Indemnitee or any Fund Indemnitor.

20. AMENDMENT AND TERMINATION. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by both the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

21. INTEGRATION AND ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

[2] Use if applicable.

22. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving the Indemnitee any right to employment by the Company or any of its subsidiaries or affiliated entities.

23. Additional Acts. If for the validation of any of the provisions in this Agreement any act, resolution, approval or other procedure is required, the Company undertakes to cause such act, resolution, approval or other procedure to be affected or adopted in a manner that will enable the Company to fulfill its obligations under this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first above written.

GEVO, INC.

By: ______________________________

Patrick R. Gruber
Chief Executive Officer

Address:
345 Inverness Drive South, Building C, Suite 310 Englewood, CO 80112

AGREED TO AND ACCEPTED BY:

INDEMNITEE:

By: ______________________________

Date: __________, 2011

Address:

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Amendment No. 4 to the Registration Statement No. 333-168792 on Form S-1 of our report dated August 12, 2010, except for Note 19, as to which the date is November 4, 2010, relating to the consolidated financial statements of Gevo, Inc. and its subsidiaries (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
January 19, 2011

Exhibit 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the use in this Amendment No. 4 to the Registration Statement No. 333-168792 of Gevo, Inc. 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
January 19, 2011