UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 11, 2013

Gevo, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35073**	**87-0747704**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112
(Address of Principal Executive Offices) (Zip Code)

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

N/A
(Former Name, or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Introductory Note

As previously announced, Gevo Inc., a Delaware corporation (the "***Company***"), intends to offer and sell, subject to market and other conditions, common stock units (each a "***Common Stock Unit***") in an underwritten public offering. The Company intends to use the net proceeds from the offering of Common Stock Units (the "***Offering***"), excluding any future proceeds from the exercise of the warrants included therein or sold in connection therewith, to ramp up startup production and sales at its facility in Luverne, Minnesota. The Company also intends to use a portion of the net proceeds from the Offering to repay $5.1 million in outstanding long-term debt obligations under its loan agreement with TriplePoint Capital LLC (***"TriplePoint"***), and may also use a portion of the net proceeds from the Offering to fund working capital and other general corporate purposes, which may include paying down additional long-term debt obligations of the Company and expenses associated with litigation.

The Common Stock Units are being offered and sold pursuant to a base prospectus dated May 15, 2013 and a prospectus supplement dated December 11, 2013 (together the "***Prospectus***"), pursuant to the Company's registration statement on Form S-3 (File No. 333-187893), which was declared effective by the Securities and Exchange Commission (the "***SEC***") on May 15, 2013.

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth in the Introductory Note is incorporated herein by reference.

Underwriting Agreement

On December 11, 2013, the Company entered into an underwriting agreement (the "***Underwriting Agreement***") with Piper Jaffray & Co. (the "***Underwriter***") relating to the sale and issuance by the Company of Common Stock Units to the Underwriter in a firm commitment underwritten public offering. Each Common Stock Unit consists of one share of the Company's common stock and a warrant to purchase one share of the Company's common stock (each a "***Warrant***"). The shares of common stock and Warrants will be immediately separable and will be issued separately but will be sold together in the Offering. The Warrants will be exercisable during the period commencing from the date of issuance and ending on December 16, 2018 at an exercise price of $1.85 per share of common stock (subject to adjustment under certain circumstances). Subject to the terms and conditions contained in the Underwriting Agreement, the Underwriter has agreed to purchase, and the Company has agreed to sell, 18,525,000 Common Stock Units at the public offering price, less certain underwriting discounts and commissions. The Company has agreed to reimburse the Underwriter for certain of its out-of-pocket expenses.

The Company has also granted the Underwriter an option, exercisable no later than 30 calendar days after the date of the Underwriting Agreement, to purchase up to an additional 2,778,750 shares of common stock and/or Warrants to purchase up to 2,778,750 shares of common stock. Subject to the terms and conditions of the Underwriting Agreement, the Underwriter is committed to purchase and pay for all of the Common Stock Units offered by the Prospectus, if any such Common Stock Units are taken. However, the Underwriter is not obligated to take or pay for the shares of common stock and/or the Warrants covered by the Underwriter's over-allotment option unless and until such option is exercised.

The Underwriter proposes to offer the Company's Common Stock Units directly to the public at the offering price of $1.35 per Common Stock Unit.

The Underwriting Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and the Underwriter, including for liabilities under the Securities Act of 1933, as amended, other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Underwriting Agreement are solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

The foregoing description of the Underwriting Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Underwriting Agreement, a copy of which is attached hereto as Exhibit 1.1, and the terms of which are incorporated herein by reference.

A copy of the opinion of Paul Hastings LLP relating to the legality of the issuance and sale of the Company's securities in the Offering is attached as Exhibit 5.1 hereto.

Agreements with TriplePoint Capital LLC

On December 11, 2013, the Company entered into (i) an amendment (the "***Security Agreement Amendment***") to that certain Plain English Security Agreement, by and between the Company and TriplePoint, dated as of September 22, 2010, as amended, which secures the Company's guarantee of the obligations of Agri-Energy, LLC, a Minnesota limited liability company ("***Agri-Energy***"), under that certain Amended and Restated Plain English Growth Capital Loan and Security Agreement, by and among the Company, Agri-Energy and TriplePoint, dated as of October 20, 2011 (as amended, the "***Amended Agri-Energy Loan Agreement***"); (ii) an amendment (the "***TriplePoint Amendment***") to the Amended Agri-Energy Loan Agreement; (iii) an amendment (the "***First Warrant Amendment***") to that certain Plain English Warrant Agreement relating to Warrant Number 0647-W-01, by and between the Company and TriplePoint, dated as of August 5, 2010; (iv) an amendment (the "***Second Warrant Amendment***") to that certain Plain English Warrant Agreement relating to Warrant Number 0647-W-02, by and between the Company and TriplePoint, dated as of August 5, 2010; (v) an amendment (the "***Third Warrant Amendment***") to that certain Plain English Warrant Agreement relating to Warrant Number 0647-W-03, by and between the Company and TriplePoint, dated as of October 20, 2011; and (vi) a Plain English Intellectual Property Security Agreement, by and between the Company and TriplePoint (the "***IP Security Agreement***").

The Security Agreement Amendment, TriplePoint Amendment, First Warrant Amendment, Second Warrant Amendment, Third Warrant Amendment and IP Security Agreement, among other things: (i) permit the offering of the Warrants and the incurrence of indebtedness by the Company under the Warrants; (ii) grant TriplePoint a lien and security interest in all of the intellectual property of the Company; (iii) expand the events of default to add as an event of default the repurchase of Warrants; (iv) contingent upon the satisfaction of certain conditions precedent (including (A) receipt by the Company of not less than $15.0 million in net cash proceeds from the Offering, and (B) a requirement that not less than $5.1 million be applied to prepay indebtedness owed to TriplePoint pursuant to Promissory Note 0647-GC-01-01 dated September 22, 2010, executed by Agri-Energy in favor of TriplePoint (the "***Payoff Note***")), (1) permit the End of Term Payment (as designated in the Payoff Note) to be payable in 12 equal monthly installments commencing on January 1, 2014 and ending on December 1, 2014, rather than requiring such payment on the date of prepayment of the Payoff Note, (2) waive any prepayment premium (but not any End of Term Payment) with respect to the Payoff Note, Promissory Note 0647-GC-03-01 and Promissory Note 0647-GC-03-02, (3) re-price the three outstanding warrants to purchase common stock of the Company that are held by TriplePoint, which as of November 30, 2013 are exercisable in the aggregate for 388,411 shares of the Company's common stock, to reflect an exercise price equal to the closing price of the Company's common stock on the NASDAQ Global Market as of the trading date immediately prior to the closing of the Offering, (4) waive the requirement for Agri-Energy to make principal amortization payments during the period from the date the conditions above are satisfied through December 31, 2014 (the "***Restructure Period***"), (5) raise the interest rates on the Secured Obligations (as defined in the Agri-Energy Loan Agreement, including Promissory Note 0647-GC-03-01, and Promissory Note 0647-GC-03-02) to 13% during the Restructure Period (provided that such rate will return to 11% following the Restructure Period so long as no event of default under the Amended Agri-Energy Loan Agreement shall be continuing on the last day of the Restructure Period) and (6) during the period beginning January 1, 2015, and continuing through and including the final monthly installment due under any promissory note issued for the benefit of TriplePoint under the Amended Agri-Energy Loan Agreement, adjust the monthly payment due and payable to 50% of the fully amortizing amount of principal and interest otherwise due and payable for such month, applied first to outstanding accrued interest and then to principal, with the remaining 50% portion of such required payments of principal and interest for such month accruing and made due and payable at the time of the final monthly installment; and (v) permit dividends and distributions to (A) pay regularly scheduled interest on the Company's 7.5% convertible senior notes due 2022 (the "***2012 Notes***") and (B)(1) convert all or any portion of indebtedness or such amounts payable under the terms of the 2012 Notes or certain indebtedness incurred to refinance the 2012 Notes (including any coupon make whole payment) into common stock of the Company and/or Gevo Development, LLC in accordance with the terms of the documents governing the 2012 Notes or such refinancing indebtedness and (2) make cash payments in lieu of issuing fractional shares in connection with any conversion described in clause (B)(1) above or in connection with any issuance of stock resulting from the exercise of any warrant.

The foregoing descriptions of the First Warrant Amendment, Second Warrant Amendment, Third Warrant Amendment, Security Agreement Amendment, TriplePoint Amendment and IP Security Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such agreements, copies of which are attached hereto as Exhibit 4.1, Exhibit 4.2, Exhibit 4.3, Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and the terms of each of which are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in the Introductory Note and Item 1.01 is incorporated herein by reference.

Item 8.01. Other Events.

The information set forth in the Introductory Note is incorporated herein by reference.

On December 11, 2013, the Company issued a press release announcing that the Common Stock Units to be sold in the Offering would be sold at a public offering price of $1.35 per unit. Pursuant to the terms of the Underwriting Agreement, as described above, the Underwriter has the option to purchase up to an additional 2,778,750 shares of the Company's common stock and/or Warrants to purchase up to 2,778,750 shares of common stock. The Offering is expected to close on or about December 16, 2013, subject to customary closing conditions. A copy of this press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Additional Information and Where to Find It

A shelf registration statement relating to the Common Stock Units to be issued in the Offering was filed with the SEC and is effective. Preliminary and final prospectus supplements describing the terms of the Offering have also been filed with the SEC. Copies of the final prospectus supplement and the accompanying prospectus relating to the securities being offered may also be obtained from Piper Jaffray & Co., Attention: Prospectus Department, 800 Nicollet Mall, J12S03, Minneapolis, MN 55402, via telephone at 800-747-3924 or email at prospectus@pjc.com. Electronic copies of the final prospectus supplement and accompanying prospectus will also be available on the SEC's website at http://www.sec.gov.

Forward-Looking Statements

Certain statements in this Current Report on Form 8-K and in the attached exhibits may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including, without limitation, the Company's expectations regarding the sale of its securities in the Offering, the Underwriter's exercise of its over-allotment option in the Offering, the Company's intended use of the net proceeds from the Offering, the anticipated closing date of the Offering and other statements that are not purely statements of historical fact. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of the management of the Company and are subject to significant risks and uncertainty. Factors that could cause actual results to differ materially from those described in the forward-looking statements are set forth in the prospectus supplement for the Offering. Investors are cautioned not to place undue reliance on any such forward-looking statements. All such forward-looking statements speak only as of the date they are made, and the Company undertakes no obligation to update or revise these statements, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

1.1	Underwriting Agreement, dated December 11, 2013, by and between Gevo, Inc. and Piper Jaffray & Co.
4.1	First Amendment to Plain English Warrant Agreement, relating to Warrant Number 0647-W- 01, dated December 11, 2013, by and between Gevo, Inc. and TriplePoint Capital LLC.
4.2	First Amendment to Plain English Warrant Agreement, relating to Warrant Number 0647-W- 02, dated December 11, 2013, by and between Gevo, Inc. and TriplePoint Capital LLC.
4.3	First Amendment to Plain English Warrant Agreement, relating to Warrant Number 0647-W- 03, dated December 11, 2013, by and between Gevo, Inc. and TriplePoint Capital LLC.

5.1	Opinion of Paul Hastings LLP.
10.1	Fourth Amendment to Plain English Security Agreement, dated December 11, 2013, by and between Gevo, Inc. and TriplePoint Capital LLC.
10.2	Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement, dated December 11, 2013, by and among Gevo, Inc., Agri-Energy, LLC and TriplePoint Capital LLC.
10.3	Plain English Intellectual Property Security Agreement, dated December 11, 2013, between Gevo, Inc. and TriplePoint Capital LLC.
23.1	Consent of Paul Hastings LLP (included in Exhibit 5.1).
99.1	Press Release dated December 11, 2013.

SIGNATURES

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

Gevo, Inc.

By: /s/ Mike Willis
Mike Willis
Chief Financial Officer

Date: December 12, 2013

Exhibit 1.1

EXECUTION COPY

GEVO, INC.

18,525,000 Units
Consisting of One Share of Common Stock ($0.01 par value per Share) and
a Warrant to Purchase One Share of Common Stock

UNDERWRITING AGREEMENT

December 11, 2013

UNDERWRITING AGREEMENT

December 11, 2013

Piper Jaffray & Co.
800 Nicollet Mall, Suite 800
Minneapolis, MN 55402

Ladies and Gentlemen:

Gevo, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to Piper Jaffray & Co. (the "Underwriter") an aggregate of 18,525,000 units (the "Initial Securities"), each unit consisting of (i) one share (each, an "Initial Share") of the Company's common stock, $0.01 par value per share (the "Common Stock") and (ii) a warrant to purchase one share of Common Stock at an exercise price equal to $1.85 per share (each, an "Initial Warrant"). The Initial Securities represent an aggregate of 18,525,000 Initial Shares and Initial Warrants to purchase up to an aggregate of 18,525,000 shares of Common Stock. In addition, the Company proposes to grant to the Underwriter an option to purchase from the Company up to an additional (A) 2,778,750 shares of Common Stock (each, an "Additional Share" and, together with the Initial Shares, the "Shares"), and/or (B) 2,778,750 additional warrants to purchase one share of Common Stock at an exercise price equal to $1.85 per share (which, if fully exercised, will initially result in the issuance of 2,778,750 shares of Common Stock) (each, an "Additional Warrant" and, together with the Initial Warrants, the "Warrants") from the Company for the purpose of covering over allotments in connection with the sale of the Initial Securities. The Additional Shares and the Additional Warrants are referred to herein as the "Additional Securities"). The Initial Securities, the Additional Securities, if and to the extent such option is exercised, and, where applicable, the shares of Common Stock underlying the Warrants (the "Warrant Shares") are collectively called the "Securities." The Shares, Warrants and Warrant Shares are described in the Prospectus which is referred to below. The units will not be issued or certificated. The Shares and the Warrants are immediately separable and will be issued separately, but will be purchased together in the offering.

The Company has prepared and filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "Act"), with the Securities and Exchange Commission (the "Commission") a "shelf" registration statement on Form S-3 (File No. 333-187893) under the Act, including a basic prospectus, relating to the securities registered pursuant to such registration statement, which registration statement incorporates by reference documents which the Company has filed, or will file, in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "Exchange Act").

Except where the context otherwise requires, "Registration Statement," as used herein, means the registration statement, as amended at the time of such registration statement's effectiveness for purposes of Section 11 of the Act, as such section applies to the Underwriter

(the "Effective Time"), including (i) all documents filed as a part thereof or incorporated or deemed to be incorporated by reference therein, (ii) any information contained or incorporated by reference in a prospectus filed with the Commission pursuant to Rule 424(b) under the Act, to the extent such information is deemed, pursuant to Rule 430B or 430C under the Act, to be part of the registration statement at the Effective Time, and (iii) any registration statement filed to register the offer and sale of Securities pursuant to Rule 462(b) under the Act.

The Company has furnished to you, for your use and for use by dealers in connection with the offering of the Securities, copies of one or more preliminary prospectus supplements and the documents incorporated by reference therein, relating to the Securities. Except where the context otherwise requires, "Pre-Pricing Prospectus," as used herein, means each such preliminary prospectus supplement, in the form so furnished, including any basic prospectus (whether or not in preliminary form) furnished to you by the Company and attached to or used with such preliminary prospectus supplement. Except where the context otherwise requires, "Basic Prospectus," as used herein, means any such basic prospectus and any basic prospectus furnished to you by the Company and attached to or used with the Prospectus Supplement (as defined below).

Except where the context otherwise requires, "Prospectus Supplement," as used herein, means the final prospectus supplement, relating to the Securities, filed by the Company with the Commission pursuant to Rule 424(b) under the Act on or before the second business day after the date hereof (or such earlier time as may be required under the Act) in the form furnished by the Company to you for your use and for use by dealers in connection with the offering of the Securities.

Except where the context otherwise requires, "Prospectus," as used herein, means the Prospectus Supplement together with the Basic Prospectus attached to or used with the Prospectus Supplement.

"Permitted Free Writing Prospectuses," as used herein, means the documents listed on Schedule A attached hereto and each "road show" (as defined in Rule 433 under the Act), if any, related to the offering of the Securities contemplated hereby that is a "written communication" (as defined in Rule 405 under the Act). The Underwriter has not offered or sold and will not offer or sell, without the Company's consent, any Securities by means of any "free writing prospectus" (as defined in Rule 405 under the Act) that is required to be filed by the Underwriter or the Company with the Commission pursuant to Rule 433 under the Act, other than a Permitted Free Writing Prospectus.

"Covered Free Writing Prospectuses," as used herein, means (i) each "issuer free writing prospectus" (as defined in Rule 433(h)(1) under the Act), if any, relating to the Securities, which is not a Permitted Free Writing Prospectus and (ii) each Permitted Free Writing Prospectus.

"Disclosure Package," as used herein, means any Pre-Pricing Prospectus together with any combination of one or more of the Permitted Free Writing Prospectuses, if any, and the pricing information set forth on Schedule B.

"Applicable Time," as used herein, means 9:00 a.m., New York City time, on December 11, 2013.

Any reference herein to the Registration Statement, any Basic Prospectus, any Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus shall be deemed to refer to and include the documents, if any, incorporated by reference, or deemed to be incorporated by reference, therein (the "Incorporated Documents"), including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. Any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, any Basic Prospectus, any Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act on or after the initial effective date of the Registration Statement, or the date of such Basic Prospectus, such Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus or such Permitted Free Writing Prospectus, as the case may be, and deemed to be incorporated therein by reference.

As used in this Agreement, "business day" shall mean a day on which the NASDAQ Global Market (the "NASDAQ") is open for trading. The terms "herein," "hereof," "hereto," "hereinafter" and similar terms, as used in this Agreement, shall in each case refer to this Agreement as a whole and not to any particular section, paragraph, sentence or other subdivision of this Agreement. The term "or," as used herein, is not exclusive.

The Company and the Underwriter agree as follows:

1. Sale and Purchase. Upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the Underwriter the Initial Securities and the Underwriter agrees to purchase from the Company the Initial Securities at a purchase price of $1.269 per unit.

In addition, the Company hereby grants to the Underwriter the option (the "Option to Purchase Additional Securities") to purchase, and upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Underwriter shall have the right to purchase from the Company all or a portion of the Additional Shares and/or Additional Warrants as may be necessary to cover over-allotments, if any, made in connection with the offering of the Initial Securities, (i) at a price per Additional Share equal to $1.2596 and (ii) at a price per Additional Warrant equal to $0.0094. The Option to Purchase Additional Securities may be exercised by the Underwriter at any time and from time to time on or before the thirtieth day following the date of this Agreement, by written notice to the Company. Such notice shall set forth the aggregate number of Additional Shares and/or Additional Warrants as to which the Option to Purchase Additional Securities is being exercised and the date and time when the Additional Shares and/or Additional Warrants are to be delivered (any such date and time being herein referred to as an "additional time of purchase"); provided, however, that no additional time of purchase shall be earlier than the "time of purchase" (as defined below) nor earlier than the second business day after the date on which the Option to Purchase Additional Securities shall have been exercised nor later than the tenth business day after the date on which the Option to Purchase Additional Securities shall have been exercised.

2. Payment and Delivery. Payment of the purchase price for the Initial Securities shall be made to the Company by federal funds wire transfer against delivery of the Initial Securities to you through the facilities of The Depository Trust Company ("DTC"). Such payment and delivery shall be made at 10:00 A.M., New York City time, on December 16, 2013 (unless another time shall be agreed to by you and the Company) (the "Closing Date"). The time at which such payment and delivery are to be made is hereinafter sometimes called the "time of purchase." Electronic transfer of the Initial Securities shall be made to you at the time of purchase in such names and in such denominations as you shall specify.

Payment of the purchase price for the Additional Shares and/or Additional Warrants shall be made at the additional time of purchase in the same manner and at the same office and time of day as the payment for the Initial Securities. Electronic transfer of the Additional Securities shall be made to you at the additional time of purchase in such names and in such denominations as you shall specify.

Deliveries of the documents described in Section 6 hereof with respect to the purchase of the Securities shall be made at the offices of Goodwin Procter LLP at 620 Eighth Avenue, New York, New York 10018, at 9:00 A.M., New York City time, on the date of the closing of the purchase of the Initial Securities or the Additional Securities, as the case may be.

3. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the Underwriter that:

(a) the Registration Statement has heretofore become effective under the Act or, with respect to any registration statement to be filed to register the offer and sale of Securities pursuant to Rule 462(b) under the Act, will be filed with the Commission and become effective under the Act no later than 10:00 P.M., New York City time, on the date of determination of the public offering price for the Securities; no stop order of the Commission preventing or suspending the use of any Basic Prospectus, any Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus, or the effectiveness of the Registration Statement, has been issued, and no proceedings for such purpose have been instituted or, to the Company's knowledge, are contemplated by the Commission;

(b) as of the Effective Time, the Registration Statement complied, in all material respects, with the requirements of the Act and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; the conditions to the use of Form S-3 in connection with the offering and sale of the Securities as contemplated hereby have been satisfied; the Registration Statement meets, and the offering and sale of the Securities as contemplated hereby complies with, the requirements of Rule 415 under the Act; the Pre-Pricing Prospectus complied, at the time it was filed with the Commission, and complies as of the date hereof, in all material respects, with the requirements of the Act; the Disclosure Package, as of the Applicable Time, did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; the Prospectus will comply, as of its date, the time of purchase, and each additional time of purchase, if any, and at all times during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or

any similar rule) in connection with any sale of Securities, in all material respects, with the requirements of the Act (including, without limitation, Section 10(a) of the Act); at no time during the period that begins on the date of the Prospectus Supplement and ends at the later of the time of purchase, and any additional time of purchase, if any, and the end of the period during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Securities did or will the Prospectus, as then amended or supplemented, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty in this Section 3(b) or otherwise with respect to any statement contained in the Registration Statement, the Disclosure Package or the Prospectus made in reliance upon and in conformity with information concerning the Underwriter and furnished in writing by or on behalf of the Underwriter to the Company expressly for use in the Registration Statement, the Disclosure Package or the Prospectus; each Incorporated Document, at the time such document was filed, or will be filed, with the Commission or at the time such document became or becomes effective, as applicable, complied or will comply, in all material respects, with the requirements of the Exchange Act and did not or will not, as applicable, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) prior to the execution of this Agreement, the Company has not, directly or indirectly, offered or sold any Securities by means of any “prospectus” (within the meaning of the Act) or used any “prospectus” (within the meaning of the Act) in connection with the offer or sale of the Securities, in each case other than the Pre-Pricing Prospectuses and the Permitted Free Writing Prospectuses, if any; the Company has not, directly or indirectly, prepared, used or referred to any Permitted Free Writing Prospectus except in compliance with Rules 164 and 433 under the Act; assuming that such Permitted Free Writing Prospectus is so sent or given after the Registration Statement was filed with the Commission (and after such Permitted Free Writing Prospectus was, if required pursuant to Rule 433(d) under the Act, filed with the Commission), the sending or giving, by the Underwriter, of any Permitted Free Writing Prospectus will satisfy the provisions of Rule 164 and Rule 433 (without reliance on subsections (b), (c) and (d) of Rule 164); the conditions set forth in one or more of subclauses (i) through (iv), inclusive, of Rule 433(b)(1) under the Act are satisfied, and the registration statement relating to the offering of the Securities contemplated hereby, as initially filed with the Commission, includes a prospectus that, other than by reason of Rule 433 or Rule 431 under the Act, satisfies the requirements of Section 10 of the Act; neither the Company nor the Underwriter are disqualified, by reason of subsection (f) or (g) of Rule 164 under the Act, from using, in connection with the offer and sale of the Securities, “free writing prospectuses” (as defined in Rule 405 under the Act) pursuant to Rules 164 and 433 under the Act; the Company is not an “ineligible issuer” (as defined in Rule 405 under the Act) as of the eligibility determination date for purposes of Rules 164 and 433 under the Act with respect to the offering of the Securities contemplated by the Registration Statement; the parties hereto agree and understand that the content of any and all “road shows” (as defined in Rule 433 under the Act) related to the offering of the Securities contemplated hereby is solely the property of the Company;

(d) as of the date of this Agreement, the Company has an authorized and outstanding capitalization as set forth in the sections of the Disclosure Package and the Prospectus entitled "Capitalization" and "Description of capital stock" (and any similar sections or information, if any, contained in any Permitted Free Writing Prospectus), and, as of the time of purchase and any additional time of purchase, as the case may be, the Company shall have an authorized and outstanding capitalization as set forth in the sections of the Disclosure Package and the Prospectus entitled "Capitalization" and "Description of capital stock" (and any similar sections or information, if any, contained in any Permitted Free Writing Prospectus) (subject, in each case, to (i) the issuance of shares of Common Stock upon exercise of stock options and warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, (ii) the issuance of Common Stock or any equity awards (including the issuance of Common Stock upon exercise or settlement of such equity awards) pursuant to the Company's equity incentive plans, employee stock purchase plan or other employee compensation plans as such plans are in existence on the date hereof and described in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, (iii) the sale and issuance of the Shares hereunder and the issuance of Common Stock upon exercise of the Warrants, (iv) the issuance of Common Stock pursuant to the conversion of the Company's 7.50% convertible senior notes due 2022 (the "Convertible Notes") disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, including the issuance of Common Stock in full satisfaction of any Coupon Make-Whole Payments (as defined in the relevant indenture) due in connection therewith, (v) the issuance and sale by the Company of shares of Common Stock in connection with any strategic partnership, joint venture, collaboration, lending or other similar arrangement, or in connection with the acquisition or license by the Company or any of its Subsidiaries of any business, products, facilities, or intellectual property, not to exceed 15% of the number of shares of Common Stock outstanding immediately after the issuance and sale of the Securities contemplated by the Registration Statement and (vi) the issuance of Common Stock pursuant to the exercise of warrants that have had their exercise price adjusted in connection with any amendment of the Company's agreements with TriplePoint Capital LLC in effect as of the date of this Agreement; all of the issued and outstanding shares of Common Stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable securities laws and were not issued in violation of any preemptive right, resale right, right of first refusal or similar right;

(e) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease and operate its properties and conduct its business as described in the Disclosure Package and the Prospectus, to execute and deliver this Agreement and the warrant agreement governing the Warrants (the "Warrant Agreement"), to be dated as of the Closing Date and entered into by and between the Company and American Stock Transfer & Trust Company, LLC (the "Warrant Agent"), and to perform its obligations hereunder and thereunder;

(f) the Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, have a material adverse effect on the business, properties, financial condition, results of operations of the Company and the Subsidiaries (as defined below) taken as a whole (the occurrence of any such effect being herein referred to as a "Material Adverse Effect");

(g) the Company has no subsidiaries (as defined under the Act) other than Gevo Development, LLC and Agri-Energy, LLC (the "Subsidiaries"); the Company owns, directly or indirectly, all of the issued and outstanding capital stock or other equity interests of each of the Subsidiaries, except as disclosed in the Disclosure Package and the Prospectus; other than the capital stock or other equity interests of the Subsidiaries or as otherwise disclosed in the Disclosure Package and the Prospectus, the Company does not own, directly or indirectly, any shares of stock or any other equity interests or long-term debt securities of any corporation, firm, partnership, joint venture, association or other entity; complete and correct copies of the charters and the bylaws (or similar organizational documents) of the Company and each Subsidiary and all amendments thereto have been delivered to you, and no changes therein will be made on or after the date hereof through and including the time of purchase or, if later, any additional time of purchase; each Subsidiary has been duly incorporated or formed and is validly existing as a corporation, limited liability company, or other entity in good standing under the laws of the jurisdiction of its incorporation or formation, with full corporate or other power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus; each Subsidiary is duly qualified to do business as a foreign corporation, limited liability company, or other entity and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, have a Material Adverse Effect; all of the outstanding shares of capital stock or other equity interests of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable, have been issued in compliance with all applicable securities laws, were not issued in violation of any preemptive right, resale right, right of first refusal or similar right and, except as disclosed in the Disclosure Package and the Prospectus, are owned by the Company subject to no security interest, other encumbrance or adverse claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or ownership interests in the Subsidiaries are outstanding;

(h) the Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and non-assessable and free of statutory and contractual preemptive rights, resale rights, rights of first refusal and similar rights; the Shares, when issued and delivered against payment therefor as provided herein, will be free of any restriction upon the voting or transfer thereof pursuant to the Company's charter or bylaws or any agreement or other instrument to which the Company is a party; The Warrant Shares have been duly authorized and reserved for issuance pursuant to the terms of the Warrants, and when issued by the Company upon valid exercise of the Warrants and payment of the exercise price, will be duly and validly issued, fully paid and nonassessable;

(i) the Common Stock of the Company, including the Shares and Warrant Shares, and the Warrants conform in all material respects to the descriptions thereof contained or incorporated by reference in the Disclosure Package and the Prospectus;

(j) there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required (and the Disclosure Package contains in all material respects the same description of the foregoing matters contained in the Prospectus);

(k) this Agreement has been duly authorized, executed and delivered by the Company; the Warrant Agreement has been duly authorized by the Company and, when executed and delivered by the Company and the Warrant Agent, will be a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity;

(l) the Warrants have been duly authorized by the Company and, upon issuance against payment of the consideration set forth herein, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, liquidation, fraudulent conveyance, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles,

(m) neither the Company nor any of the Subsidiaries is in breach or violation of or in default under (nor has any event occurred which, with notice, lapse of time or both, would result in any breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a part of such indebtedness under) (i) its respective charter or bylaws, or (ii) any indenture, mortgage, deed of trust, bank loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties may be bound or affected, or (iii) any federal, state, local or foreign law, regulation or rule applicable to the Company or any of the Subsidiaries or any of their respective properties, or (iv) any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of the NASDAQ) having jurisdiction over the Company or any of the Subsidiaries or any of their respective properties, or (v) any decree, judgment or order applicable to it or any of its properties, except, in the cases of clauses (ii), (iii), (iv) and (v), such breaches, violations, defaults, or rights that would not, individually or in the aggregate, have a Material Adverse Effect;

(n) the execution, delivery and performance of this Agreement and the Warrant Agreement by the Company, the issuance and sale of the Shares and Warrants by the Company, the issuance of the Warrant Shares issuable upon exercise of the Warrants and the consummation by the Company of the transactions contemplated hereby will not conflict with, result in any breach or violation of or constitute a default under (nor constitute any event which, with notice, lapse of time or both, would result in any breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a part of such indebtedness under) (or result in the creation or imposition of a lien, charge or encumbrance on any property or assets of the Company or any Subsidiary pursuant to) (i) the charter or bylaws of the Company or any of the Subsidiaries, or (ii) any indenture, mortgage, deed of trust, bank loan or credit agreement or

other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their respective properties may be bound or affected, or (iii) any federal, state, local or foreign law, regulation or rule applicable to the Company or any of the Subsidiaries or any of their respective properties, or (iv) any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of the NASDAQ) having jurisdiction over the Company or any of the Subsidiaries or any of their respective properties, or (v) any decree, judgment or order applicable to the Company or any of the Subsidiaries or any of their respective properties; except, in the cases of clauses (ii), (iii), (iv) and (v) such breaches, violations, defaults, or rights that would not, individually or in the aggregate, have a Material Adverse Effect;

(o) no approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or of or with any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the NASDAQ), or approval of the stockholders of the Company, is required to be obtained or made by the Company in connection with the issuance and sale by the Company of the Shares and Warrants, the issuance of the Warrant Shares upon exercise of the Warrants by the Company or the consummation by the Company of the transactions contemplated hereby or pursuant the Warrant Agreement, other than (i) the registration of the Securities under the Act, which has been effected (or, with respect to any registration statement to be filed hereunder pursuant to Rule 462(b) under the Act, will be effected in accordance herewith), (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Securities are being offered by the Underwriter, (iii) under the Conduct Rules of FINRA, (iv) any listing applications or other notices required by the NASDAQ, (v) filings with the Commission pursuant to Rule 424(b) under the Act, or (vi) filings with the Commission on Form 8-K with respect to this Agreement or the Warrant Agreement;

(p) except as described in the Disclosure Package and the Prospectus, (i) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any shares of Common Stock or shares of any other capital stock or other equity interests of the Company, (ii) no person has any preemptive rights, resale rights, rights of first refusal or other rights to purchase from the Company any shares of Common Stock or shares of any other capital stock of or other equity interests in the Company and (iii) no person has the right, contractual or otherwise, to cause the Company to register under the Act any shares of Common Stock or shares of any other capital stock of or other equity interests in the Company, or to include any such shares or interests in the Registration Statement or the offering contemplated thereby;

(q) except as described in the Disclosure Package and the Prospectus, (i) each of the Company and the Subsidiaries has all necessary licenses, authorizations, consents and approvals and has made all necessary filings required under any applicable law, regulation or rule, and has obtained all necessary licenses, authorizations, consents and approvals from other persons, in order to conduct their respective businesses as presently conducted and (ii) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any proceedings relating to revocation or modification of, any such license, authorization, consent or approval or any federal, state, local or foreign law, regulation or rule or any decree, order or judgment applicable to the Company or any of the Subsidiaries, except with respect to clauses (i) and (ii), as would not, individually or in the aggregate, have a Material Adverse Effect;

(r) except as described in the Disclosure Package and the Prospectus, there are no actions, suits, claims, investigations or proceedings pending or, to the Company's knowledge, threatened or contemplated to which the Company or any of the Subsidiaries or, to the best of the Company's knowledge, any of their respective directors or officers, in their capacities as such, is, or would be, a party or of which any of their respective properties is, or would be, subject at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the NASDAQ) applicable to it, except any such action, suit, claim, investigation or proceeding which, if resolved adversely to the Company or any Subsidiary, would not, individually or in the aggregate, have a Material Adverse Effect;

(s) Deloitte & Touche LLP, whose report on the consolidated financial statements of the Company and the Subsidiaries is included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, are independent registered public accountants with respect to the Company as required by the Act and by the rules of the Public Company Accounting Oversight Board;

(t) the financial statements included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, together with the related notes and schedules, and the interactive data in eXtensible Business Reporting Language ("XBRL") included or incorporated by reference in the Registration Statement, present fairly, in all material respects, the consolidated financial position of the Company and the Subsidiaries as of the dates indicated and the consolidated results of operations, cash flows and changes in stockholders' equity of the Company and the Subsidiaries for the periods specified and have been prepared in compliance, in all material respects, with the requirements of the Act and the Exchange Act and in conformity with United States generally accepted accounting principles applied on a consistent basis during the periods involved (except as disclosed therein); the other financial and statistical data of the Company contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, are accurately presented and were prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus that are not included or incorporated by reference as required; the Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not disclosed in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus; and all disclosures contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission), if any, comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Act, to the extent applicable;

(u) except as disclosed in the Disclosure Package and the Prospectus, each stock option granted under any equity incentive plan of the Company or any Subsidiary (each, a "Stock Plan")

was granted with a per share exercise price no less than the fair market value per share of Common Stock on the grant date of such option, and no such grant involved any "back-dating," "forward-dating" or similar practice with respect to the effective date of such grant; except as would not, individually or in the aggregate, have a Material Adverse Effect, each such option (i) was granted in material compliance with applicable law and with the applicable Stock Plan(s), (ii) if granted to an officer of the Company, was duly approved by the board of directors (or a duly authorized committee thereof) of the Company, and (iii) has been properly accounted for in the Company's financial statements in accordance with United States generally accepted accounting principles and disclosed in the Company's filings with the Commission;

(v) between the latest date as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, and the time of purchase and each additional time of purchase, if any, in each case excluding any amendments or supplements to the foregoing made after the execution of this Agreement, there has not been (i) any event or circumstance that has or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (ii) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by the Company or any Subsidiary, which is material to the Company and the Subsidiaries taken as a whole;

(w) the Company has obtained for the benefit of the Underwriter the agreement (a "Lock-Up Agreement"), in the form set forth as Exhibit A hereto, of each of its directors and "officers" (within the meaning of Rule 16a-1(f) under the Exchange Act);

(x) neither the Company nor any Subsidiary is, and, solely after giving effect to the offering and sale of Securities and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, neither of them will be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(y) the Company and each of the Subsidiaries have good title to all property (real and personal, excluding for the purposes of this subsection (y), Intellectual Property (as defined below)) owned by them which is material to the business of the Company and the Subsidiaries, taken as a whole, in each case, free and clear of all liens, claims, security interests or other encumbrances, except as disclosed in the Disclosure Package and the Prospectus and except as would not, individually or in the aggregate, have a Material Adverse Effect; all the property described in the Registration Statement, the Disclosure Package and the Prospectus, as being held under lease by the Company or a Subsidiary is held thereby under valid, subsisting and enforceable leases, except as would not, individually or in the aggregate, have a Material Adverse Effect;

(z) except as otherwise disclosed in the Disclosure Package and the Prospectus, the Company and the Subsidiaries own, or have obtained licenses for, or other rights to use, the inventions, patent applications, patents, trademarks (both registered and unregistered), trade names, service names, copyrights, trade secrets and other proprietary information described in the Disclosure Package and the Prospectus, as being owned or licensed by them or which are necessary for the conduct of their respective businesses as currently conducted (including the commercialization of products or services described in the Disclosure Package and the

Prospectus, as currently under development) (collectively, "Intellectual Property"), except where the failure to own, license or have such rights would not, individually or in the aggregate, have a Material Adverse Effect. Except as otherwise disclosed in the Disclosure Package and the Prospectus and except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) there are no third parties who have or, to the Company's knowledge, will be able to establish rights to any Intellectual Property owned by the Company or any of the Subsidiaries ("Company Intellectual Property"), except for any third parties to whom the Company or any of the Subsidiaries has granted licenses to the Company Intellectual Property pursuant to written license agreements in the ordinary course of business; (ii) to the Company's knowledge, there is no infringement by third parties of any Company Intellectual Property; (iii) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any Intellectual Property, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Company Intellectual Property, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim; (v) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in the Disclosure Package and the Prospectus, as under development, infringe or violate, any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim; (vi) the Company and the Subsidiaries have complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any Subsidiary, and all such agreements are in full force and effect; (vii) there is no patent or, to the Company's knowledge, patent application, that contains claims that interfere with the issued or pending claims of any patent or patent application included in the Company Intellectual Property or that challenges the validity, enforceability or scope of any patent included in the Company Intellectual Property; and (viii) the Company has disclosed to the United States Patent and Trademark Office all prior art within the possession of the Company that may render any patent application within the Company Intellectual Property unpatentable or the failure to disclose of which may render any patent issued thereon unenforceable;

(aa) neither the Company nor any of the Subsidiaries is engaged in any unfair labor practice; except for matters which would not, individually or in the aggregate, have a Material Adverse Effect, (i) there is (A) no unfair labor practice complaint pending or, to the Company's knowledge, threatened against the Company or any of the Subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or, to the Company's knowledge, threatened, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Company's knowledge, threatened against the Company or any of the Subsidiaries and (C) no union representation dispute currently existing concerning the employees of the Company or any of the Subsidiaries, (ii) to the Company's knowledge, no union organizing activities are currently taking place concerning the employees of the Company or any of the Subsidiaries and (iii) there has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder concerning the employees of the Company or any of the Subsidiaries;

(bb) the Company and the Subsidiaries and their respective properties, assets and operations are in compliance with, and the Company and each of the Subsidiaries hold all permits, authorizations and approvals required under, Environmental Laws (as defined below), except to the extent that failure to so comply or to hold such permits, authorizations or approvals would not, individually or in the aggregate, have a Material Adverse Effect; except as disclosed in the Disclosure Package and the Prospectus, there are no past, present or, to the Company's knowledge, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that would reasonably be expected to give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance in all material respects by the Company or any Subsidiary with, Environmental Laws; except as would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor any of the Subsidiaries (i) to the Company's knowledge, is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to any pending or, to the Company's knowledge, threatened action, suit or proceeding, (iv) to the Company's knowledge, is affected by any pending or threatened action, suit or proceeding, (v) is bound by any judgment, decree or order or (vi) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or cleanup at any location of any Hazardous Materials (as defined below) (as used herein, "Environmental Law" means any applicable federal, state, local or foreign law, statute, ordinance, rule, regulation, order, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety or the protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "Hazardous Materials" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

(cc) in the ordinary course of their business, the Company and each of the Subsidiaries conduct periodic reviews of the effect of the Environmental Laws on their respective businesses, operations and properties, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for cleanup, closure of properties or compliance with the Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties);

(dd) except as would not, individually or in the aggregate, have a Material Adverse Effect, the Company and each Subsidiary have timely filed all tax returns required to be filed, and all taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed in writing to be due from any such entity have been timely paid, other than those being contested in good faith and for which adequate reserves have been provided;

(ee) the Company and each of the Subsidiaries maintain insurance covering their respective properties, operations, personnel and businesses as the Company reasonably deems

adequate; such insurance insures against such losses and risks to an extent which is adequate in accordance with customary industry practice to protect the Company and the Subsidiaries and their respective businesses; all such insurance is fully in force on the date hereof and will be fully in force at the time of purchase and each additional time of purchase, if any; neither the Company nor any Subsidiary has reason to believe that it will not be able to renew any such insurance as and when such insurance expires;

(ff) neither the Company nor any Subsidiary has sent or received any communication regarding termination of, or intent not to renew, any of the material contracts or agreements referred to or described in the Disclosure Package or the Prospectus, and no such termination or non-renewal has been threatened by the Company or any Subsidiary or, to the Company's knowledge, any other party to any such contract or agreement;

(gg) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(hh) the Company has established and maintains and evaluates "disclosure controls and procedures" (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act) and "internal control over financial reporting" (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's Chief Executive Officer and its Chief Financial Officer by others within those entities, and such disclosure controls and procedures are effective to perform the functions for which they were established; in connection with the preparation of the Company's most recent consolidated financial statements, the Company's independent registered public accountants and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies, if any, in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data; and (ii) all fraud, if any, whether or not material, that involves management or other employees who have a role in the Company's internal controls; all "significant deficiencies" and "material weaknesses" (as such terms are defined in Rule 1-02(a)(4) of Regulation S-X under the Act) of the Company, if any, have been identified to the Company's independent registered public accountants and are disclosed, to the extent required by the Act and the Exchange Act, in the Disclosure Package and the Prospectus; since the date of the most recent evaluation of such disclosure controls and procedures and internal controls, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses; the principal executive officers (or their equivalents) and principal financial officers (or their equivalents) of the Company have made all certifications required by the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and any related rules and regulations promulgated by the Commission, and the statements contained in each such

certification are complete and correct; the Company, the Subsidiaries and the Company's directors and officers are each in compliance in all material respects with all applicable effective provisions of the Sarbanes-Oxley Act and the rules and regulations of the Commission and the NASDAQ promulgated thereunder;

(ii) each "forward-looking statement" (within the meaning of Section 27A of the Act or Section 21E of the Exchange Act) contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, has been made or reaffirmed with a reasonable basis and in good faith;

(jj) all statistical or market-related data included or incorporated by reference in the Disclosure Package and the Prospectus, are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained the written consent to the use of such data from such sources to the extent required;

(kk) neither the Company nor any of the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of the Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder; and the Company, the Subsidiaries and, to the knowledge of the Company, its affiliates have instituted and maintain policies and procedures designed to ensure continued compliance therewith;

(ll) the operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the USA Patriot Act, the Bank Secrecy Act of 1970, as amended, the money laundering statutes of all jurisdictions applicable to the Company or the Subsidiaries, the rules and regulations thereunder and any related or similar rules, regulations or guidelines applicable to the Company or the Subsidiaries, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator or non-governmental authority involving the Company or any of the Subsidiaries with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened;

(mm) neither the Company nor any of the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of the Subsidiaries is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the United States Treasury Department, the United Nations Security Council, the European Union, Her Majesty's Treasury or any other relevant sanctions authority; and the Company will not directly or indirectly use the proceeds of the offering of the Securities contemplated hereby, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity for the purpose of financing the activities of any person currently subject to any United States sanctions administered or enforced by such authorities;

(nn) no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital

stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except, in each case, as described in the Disclosure Package and the Prospectus or as would not result in a Material Adverse Effect;

(oo) the issuance and sale of the Securities to the Underwriter as contemplated hereby will not cause any holder of any shares of capital stock, securities convertible into or exchangeable or exercisable for capital stock or options, warrants or other rights to purchase capital stock or any other securities of the Company to have any right to acquire any shares of preferred stock of the Company;

(pp) the Company has not received any notice from the NASDAQ regarding the delisting of the Common Stock from the NASDAQ;

(qq) except pursuant to this Agreement, neither the Company nor any of the Subsidiaries has incurred any liability for any finder's or broker's fee or agent's commission in connection with the execution and delivery of this Agreement or the Warrant Agreement (other than fees and/or commissions paid or payable to the Warrant Agent for performing services as warrant agent) or the consummation of the transactions contemplated hereby or by the Disclosure Package or the Prospectus;

(rr) neither the Company nor any of the Subsidiaries nor, to the Company's knowledge, any of their respective directors, officers, affiliates or controlling persons has taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities; and

(ss) Neither the Company nor any Subsidiary directly or indirectly controls, is controlled by, or is under common control with (within the meaning of FINRA 5121), or is an associated person (within the meaning of Article I, Section 1(rr) of the By-laws of FINRA) of, any member firm of FINRA.

In addition, any certificate signed by any officer of the Company or any of the Subsidiaries and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Securities shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Underwriter.

4. Certain Covenants of the Company. The Company hereby agrees:

(a) to furnish such information as may be required and otherwise to cooperate in qualifying the Securities for offering and sale under the securities or blue sky laws of such states or other jurisdictions as you may designate and to maintain such qualifications in effect so long as required to permit the offer and sale of Securities in such jurisdiction; provided, however, that the Company shall not be required to qualify as a foreign corporation, to subject itself to taxation in any foreign jurisdiction or to consent to the service of process under the laws of any such jurisdiction (except service of process with respect to the offering and sale of the Securities); and to promptly advise you of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for offer or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(b) to make available to the Underwriter in New York City, as soon as practicable after this Agreement becomes effective, and thereafter from time to time to furnish to the Underwriter, as many copies of the Prospectus (or of the Prospectus as amended or supplemented if the Company shall have made any amendments or supplements thereto after the effective date of the Registration Statement) as the Underwriter may reasonably request for the purposes contemplated by the Act; in case the Underwriter is required to deliver (whether physically or through compliance with Rule 172 under the Act or any similar rule), in connection with the sale of the Securities, a prospectus after the nine-month period referred to in Section 10(a)(3) of the Act, the Company will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Act;

(c) if, at the time this Agreement is executed and delivered, it is necessary for a post-effective amendment to the Registration Statement or a Registration Statement under Rule 462(b) under the Act to be filed with the Commission and become effective before the Securities may be sold, the Company will use its reasonable best efforts to cause such post-effective amendment or such Registration Statement to be filed and become effective, and will pay any applicable fees in accordance with the Act, as soon as possible; and the Company will advise you promptly and, if requested by you, will confirm such advice in writing, (i) when such post-effective amendment or such Registration Statement has become effective, and (ii) if Rule 430A under the Act is used, when the Prospectus is filed with the Commission pursuant to Rule 424(b) under the Act (which the Company agrees to file in a timely manner in accordance with such Rules);

(d) if, at any time during the period when a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Securities, the Registration Statement shall cease to comply with the requirements of the Act with respect to eligibility for the use of the form on which the Registration Statement was filed with the Commission, to (i) promptly notify you, (ii) upon your request, to promptly file with the Commission a new registration statement under the Act relating to the Securities, or a post-effective amendment or supplement to the Registration Statement, which new registration statement or post-effective amendment or supplement shall comply with the requirements of the Act and shall be in a form reasonably satisfactory to you, (iii) use its reasonable best efforts to cause such new registration statement or post-effective amendment or supplement to become effective under the Act as soon as practicable, (iv) promptly notify you of such effectiveness and (v) take all other action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the Prospectus; all references herein to the Registration Statement shall be deemed to include each such new registration statement or post-effective amendment or supplement, if any;

(e) if the third anniversary of the initial effective date of the Registration Statement (within the meaning of Rule 415(a)(5) under the Act) shall occur at any time during the period when a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of

Securities, to (i) upon your request, file with the Commission, prior to such third anniversary, a new registration statement under the Act relating to the Securities, which new registration statement shall comply with the requirements of the Act (including, without limitation, Rule 415(a)(6) under the Act) and shall be in a form reasonably satisfactory to you; and (ii) use its reasonable best efforts to cause such new registration statement to become effective under the Act as soon as practicable, but in any event within 180 days after such third anniversary and promptly notify you of such effectiveness; the Company shall take all other action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the Prospectus; all references herein to the Registration Statement shall be deemed to include each such new registration statement, if any;

(f) to advise you promptly, confirming such advice in writing, of any request by the Commission for amendments or supplements to the Registration Statement, any Pre-Pricing Prospectus, the Prospectus or any Permitted Free Writing Prospectus or for additional information with respect thereto, or of notice of institution of proceedings for, or the entry of a stop order, suspending the effectiveness of the Registration Statement and, if the Commission should enter a stop order suspending the effectiveness of the Registration Statement, to use its reasonable best efforts to obtain the lifting or removal of such order as soon as possible; to advise you promptly of any proposal to amend or supplement the Registration Statement, any Pre-Pricing Prospectus or the Prospectus, and to provide you and your counsel copies of any such documents for review and comment a reasonable amount of time prior to any proposed filing and to file no such amendment or supplement to which you shall reasonably object in writing;

(g) subject to Section 4(f) hereof, to timely file all reports and documents and any preliminary or definitive proxy or information statement required to be filed by the Company with the Commission in order to comply with the Exchange Act for so long as a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Securities; and for so long as a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Securities, to provide you with a copy of such reports and statements and other documents to be filed by the Company pursuant to Section 13, 14 or 15(d) of the Exchange Act during such period a reasonable amount of time prior to any proposed filing, and, except as reasonably determined by Company counsel to be required by law, to file no such report, statement or document to which you shall have reasonably objected in writing; and to promptly notify you of such filing;

(h) to advise you promptly of the happening of any event known to the Company within the period during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Securities, which event would require the making of any change in the Prospectus then being used so that the Prospectus would not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading, and to advise you promptly if, during such period, it shall become necessary to amend or supplement the Prospectus to cause the Prospectus to comply with the requirements of the Act, and, in each case, during such time, subject to Section 4(f) hereof, to prepare and furnish, at the Company’s expense, to you promptly such amendments or supplements to such Prospectus as may be necessary to reflect any such change or to effect such compliance;

(i) to make generally available to its security holders, and if not available on the Commission's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR"), to deliver to you, an earnings statement of the Company (which will satisfy the provisions of Section 11(a) of the Act) covering a period of twelve months beginning after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act) as soon as is reasonably practicable after the termination of such twelve-month period;

(j) to furnish to you ten copies of the Registration Statement, as initially filed with the Commission, and of all amendments thereto (including all exhibits thereto); provided, however, that the Company shall not be required to furnish any materials pursuant to this clause (j) if such materials are available on EDGAR;

(k) if requested by you, to furnish to you as early as practicable prior to the time of purchase and any additional time of purchase, as the case may be, but not later than two business days prior thereto, a copy of the latest available unaudited interim and monthly consolidated financial statements, if any, of the Company and the Subsidiaries which have been read by the Company's independent registered public accountants, as stated in their letter to be furnished pursuant to Section 6(c) hereof; provided, however, that the Company shall not be required to furnish any materials pursuant to this clause (k) if such materials are available on EDGAR;

(l) to apply the net proceeds from the sale of the Shares and Warrants in the manner set forth under the caption "Use of proceeds" in the Prospectus;

(m) to pay all costs, expenses, fees and taxes in connection with (i) the preparation and filing of the Registration Statement, each Basic Prospectus, each Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus, each Permitted Free Writing Prospectus, if any, and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to you and to dealers (including costs of mailing and shipment), (ii) the registration, issue, sale and delivery of the Securities including any stock or transfer taxes and stamp or similar duties payable upon the sale, issuance or delivery of the Shares and Warrants to you, (iii) the qualification of the Securities for offering and sale under state or foreign laws and the determination of their eligibility for investment under state or foreign law (including the reasonable legal fees and the filing fees and other disbursements of your counsel incurred in connection with such qualifications and determinations) and the printing and furnishing of copies of any blue sky surveys or legal investment surveys to you and to dealers, (iv) any listing of the Shares and Warrant Shares on any securities exchange or qualification of the Shares and Warrant Shares for quotation on the NASDAQ and any registration thereof under the Exchange Act, (v) any filing for review of the public offering of the Securities by FINRA, including the reasonable legal fees and the filing fees and other disbursements of your counsel relating to FINRA matters, (vi) the fees and disbursements of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to presentations or meetings undertaken in connection with the marketing of the offering and sale of the Securities to prospective investors and your sales forces, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road

show presentations, travel, lodging and other expenses incurred by the officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (viii) the performance of the Company's other obligations hereunder and (ix) all other reasonable out-of-pocket costs and expenses of the Underwriter incident to the performance of its obligations hereunder (including fees and disbursements of its legal counsel) not otherwise specifically provided for herein (such costs and expenses in this subsection (ix) are referred to as the "Reimbursable Expenses"); provided, however, that the Reimbursable Expenses shall be limited to $150,000 in the aggregate (for the offering of Securities contemplated hereby) and shall be paid to the Underwriter at the time of purchase.

(n) to comply with Rule 433(d) under the Act (without reliance on Rule 164(b) under the Act) and with Rule 433(g) under the Act;

(o) beginning on the date hereof and ending on, and including, the date that is 90 days after the date of the Prospectus Supplement (the "Lock-Up Period"), without the prior written consent of the Underwriter, not to (i) issue, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder, with respect to, any Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) file or cause to become effective a registration statement under the Act relating to the offer and sale of any Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii), except, in each case, for (A) the registration of the offer and sale of the Securities as contemplated by this Agreement, including the issuance of the Warrant Shares upon exercise of the Warrants, (B) issuances of Common Stock upon the exercise of options or warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, (C) the issuance of Common Stock or any equity awards (including the issuance of Common Stock upon exercise or settlement of such equity awards) pursuant to the Company's equity incentive plans, employee stock purchase plan, deferred compensation plan or other employee compensation plans as such plans are in existence on the date hereof and described in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, (D) the filing of registration statements on Form S-8 relating to shares of Common Stock which may be issued pursuant to existing equity incentive plans, employee stock purchase plans or other employee compensation plans disclosed in the Disclosure Package and the Prospectus, (E) the registration under the Act and issuance and sale by the Company of shares of Common Stock to one or more counterparties in connection with any strategic partnership, joint venture, collaboration, lending or other similar arrangement, or in

connection with the acquisition or license by the Company or any of its Subsidiaries of any business, products, facilities, or intellectual property as long as (i) the aggregate amount of any such shares does not exceed 15% of the number of shares of Common Stock outstanding immediately after the issuance and sale of the Securities contemplated by the Registration Statement and (ii) each of the recipients of any such shares execute a Lock-Up Agreement for the remainder of the Lock-Up Period, (F) the issuance of Common Stock pursuant to the exercise of warrants that have had their exercise price adjusted in connection with any amendment of the Company's agreements with TriplePoint Capital LLC in effect as of the date of this Agreement and (G) the issuance of Common Stock upon conversion of the Convertible Notes, including the issuance of Common Stock in full satisfaction of any Coupon Make Whole Payments due in connection therewith; provided, however, that if (a) during the period that begins on the date that is fifteen (15) calendar days plus three (3) business days before the last day of the Lock-Up Period and ends on the last day of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (b) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Section 4(o) shall continue to apply until the expiration of the date that is fifteen (15) calendar days plus three (3) business days after the date on which the issuance of the earnings release or the material news or material event occurs;

(p) prior to the time of purchase, except as required by law, to issue no press release or other communication, directly or indirectly, and hold no press conferences with respect to the Company or any Subsidiary, the financial condition, results of operations, business, properties, assets, or liabilities of the Company or any Subsidiary, or the offering of the Securities, without your prior consent (such consent not to be unreasonably withheld);

(q) not, at any time at or after the execution of this Agreement, to, directly or indirectly, offer or sell any Securities by means of any "prospectus" (within the meaning of the Act), or use any "prospectus" (within the meaning of the Act) in connection with the offer or sale of the Securities, in each case other than the Prospectus and each Permitted Free Writing Prospectus;

(r) not to, and to cause the Subsidiaries not to, take, directly or indirectly, any action designed, or which will constitute, or has constituted, or would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities;

(s) to reserve and keep available for the exercise of the Warrants such number of authorized but unissued shares of Common Stock as are sufficient to permit the exercise in full of the Warrants;

(t) to use its reasonable best efforts to cause the Shares and Warrant Shares to be listed for quotation on the NASDAQ and to maintain such listing for quotation on the NASDAQ; and

(u) to maintain a transfer agent and, if necessary under the jurisdiction of incorporation of the Company, a registrar for the Common Stock, and to maintain a warrant agent for the Warrants.

5. Reimbursement of the Underwriter's Expenses. If, after the execution and delivery of this Agreement, the Securities are not delivered for any reason other than the default by the Underwriter of its obligations hereunder, the Company shall, in addition to paying the amounts described in Section 4(m) hereof, reimburse the Underwriter for all of its reasonably incurred out-of-pocket expenses, including the reasonable fees and disbursements of its counsel. Except as set forth in Section 4(m), Section 8 and this Section 5, the Underwriter will bear all of its own costs and expenses, including the fees and disbursements of its counsel and any stock transfer taxes applicable to the resale of any Securities by the Underwriter.

6. Conditions of the Underwriter's Obligations. The obligations of the Underwriter hereunder are subject to the accuracy of the representations and warranties on the part of the Company on the date hereof, at the time of purchase and, if applicable, at the additional time of purchase, the performance by the Company of its obligations, in all material respects, hereunder and to the following additional conditions precedent:

(a) The Company shall furnish to you at the time of purchase and, if applicable, at the additional time of purchase, an opinion of Paul Hastings LLP and a letter from Paul Hastings LLP, counsel for the Company, each addressed to the Underwriter, and dated the time of purchase or the additional time of purchase, as the case may be, in the forms set forth in Exhibit B-1 hereto and Exhibit B-2 hereto, respectively.

(b) The Company shall furnish to you at the time of purchase and, if applicable, at the additional time of purchase, an opinion of Cooley LLP, special counsel for the Company with respect to patents and proprietary rights, addressed to the Underwriter, and dated the time of purchase or the additional time of purchase, as the case may be, in the form set forth in Exhibit C hereto.

(c) You shall have received from Deloitte & Touche LLP letters dated, respectively, the date of this Agreement, the date of the Prospectus, the time of purchase and, if applicable, the additional time of purchase, and addressed to the Underwriter, in form and substance reasonably satisfactory to you, which letters shall cover, without limitation, the various financial disclosures contained in the Disclosure Package and the Prospectus.

(d) You shall have received at the time of purchase and, if applicable, at the additional time of purchase, the favorable opinion of Goodwin Procter LLP, counsel for the Underwriter, dated the time of purchase or the additional time of purchase, as the case may be, in form and substance reasonably satisfactory to you.

(e) No Prospectus or amendment or supplement to the Registration Statement or the Prospectus shall have been filed to which you shall have objected in writing.

(f) The Registration Statement and any registration statement required to be filed, prior to the sale of the Securities, under the Act pursuant to Rule 462(b) shall have been filed and shall have become effective under the Act. The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act at or before 5:30 P.M., New York City time, on the second full business day after the date of this Agreement (or such earlier time as may be required under the Act).

(g) Prior to and at the time of purchase, and, if applicable, the additional time of purchase, (i) no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act or proceedings initiated under Section 8(d) or 8(e) of the Act; (ii) the Registration Statement and all amendments thereto shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iii) none of the Pre-Pricing Prospectuses or the Prospectus, and no amendment or supplement thereto, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; (iv) no Disclosure Package, and no amendment or supplement thereto, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (v) none of the Permitted Free Writing Prospectuses, if any, shall include an untrue statement of a material fact or, together with the Disclosure Package including the then most recent Pre-Pricing Prospectus, omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(h) The Company will, at the time of purchase and, if applicable, at the additional time of purchase, deliver to you a certificate of its Chief Executive Officer and its Chief Financial Officer, dated the time of purchase or the additional time of purchase, as the case may be, in the form attached as Exhibit D hereto.

(i) You shall have received copies, duly executed by the Company and the Warrant Agent, of the Warrant Agreement.

(j) You shall have received each of the signed Lock-Up Agreements referred to in Section 3(w) hereof.

(k) The Company shall have furnished to you such other documents and certificates as to the accuracy and completeness in all material respects of any statement in the Registration Statement, any Pre-Pricing Prospectus, the Prospectus or any Permitted Free Writing Prospectus as of the time of purchase and, if applicable, the additional time of purchase, as you may reasonably request.

(l) The Company shall have filed a listing of additional shares notification with the NASDAQ in connection with the sale and issuance of the Shares and Warrant Shares, and shall have received no objections thereto from the NASDAQ.

(m) There shall exist no event or condition which would constitute a default or an event of default under the Warrant Agreement.

(n) FINRA shall not have raised any objection with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions, contemplated hereby.

7. Effective Date of Agreement; Termination. This Agreement shall become effective when the parties hereto have executed and delivered this Agreement.

The obligations of the Underwriter hereunder shall be subject to termination in the absolute discretion of the Underwriter, if (a) since the time of execution of this Agreement or the earlier respective dates as of which information is given in the Disclosure Package and the Prospectus, there has been any change or any development involving a prospective change in the business, properties, management, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries taken as a whole, the effect of which change or development is, in the sole judgment of the Underwriter, so material and adverse as to make it impractical or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Disclosure Package and the Prospectus, or (b) since the time of execution of this Agreement, there shall have occurred: (i) a suspension or material limitation in trading in securities generally on the NYSE, the American Stock Exchange or the NASDAQ; (ii) a suspension or material limitation in trading in the Company's securities on the NASDAQ; (iii) a general moratorium on commercial banking activities declared by either federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) an outbreak or escalation of hostilities or acts of terrorism involving the United States or a declaration by the United States of a national emergency or war; or (v) any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v), in the sole judgment of the Underwriter, makes it impractical or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Disclosure Package and the Prospectus.

If the Underwriter elects to terminate this Agreement as provided in this Section 7, the Company shall be notified promptly in writing.

If the sale to the Underwriter of the Securities, as contemplated by this Agreement, is not carried out by the Underwriter for any reason permitted under this Agreement, or if such sale is not carried out because the Company shall be unable to comply with any of the terms of this Agreement, the Company shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 4(m), 5 and 8 hereof), and the Underwriter shall be under no obligation or liability to the Company under this Agreement (except to the extent provided in Section 8 hereof).

8. Indemnity and Contribution.

(a) The Company agrees to indemnify, defend and hold harmless the Underwriter, its partners, agents, directors, officers and members, any person who controls the Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and any "affiliate" (within the meaning of Rule 405 under the Act) of the Underwriter, and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, the Underwriter or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or that arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as any such loss, damage, expense, liability or claim arises out of or is

based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning the Underwriter furnished in writing by or on behalf of the Underwriter to the Company expressly for use in, the Registration Statement or arises out of or is based upon any omission or alleged omission to state a material fact in the Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in such Registration Statement or was necessary to make such information not misleading or (ii) any untrue statement or alleged untrue statement of a material fact included in any Prospectus (the term Prospectus for the purpose of this Section 8 being deemed to include any Basic Prospectus, any Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus and any amendments or supplements to the foregoing), in any Covered Free Writing Prospectus, in any "issuer information" (as defined in Rule 433 under the Act) of the Company, which "issuer information" is required to be, or is, filed with the Commission, or in any Prospectus together with any combination of one or more of the Covered Free Writing Prospectuses, if any, or that arises out of or is based upon any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except, with respect to such Prospectus or any Permitted Free Writing Prospectus, insofar as any such loss, damage, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning the Underwriter furnished in writing by or on behalf of the Underwriter to the Company expressly for use in, such Prospectus or Permitted Free Writing Prospectus or arises out of or is based upon any omission or alleged omission to state a material fact in such Prospectus or Permitted Free Writing Prospectus in connection with such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information, in the light of the circumstances under which they were made, not misleading, and will reimburse the Underwriter "indemnified party" (defined below) for any legal or other fees or expenses actually and reasonably incurred by such indemnified party in connection with investigating or defending against any loss, damage, expense, liability, claim, action, litigation, investigation or proceeding whatsoever (whether or not such indemnified party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to the above as such fees and expenses are incurred.

(b) The Underwriter agrees to indemnify, defend and hold harmless the Company, its directors and officers, and any person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, the Company or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning the Underwriter furnished in writing by or on behalf of the Underwriter to the Company expressly for use in, the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Company), or arises out of or is based upon any omission or alleged omission to state a material fact in such Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in such Registration Statement or was necessary to

make such information not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning the Underwriter furnished in writing by or on behalf of the Underwriter to the Company expressly for use in, a Prospectus or a Permitted Free Writing Prospectus, or arises out of or is based upon any omission or alleged omission to state a material fact in such Prospectus or Permitted Free Writing Prospectus in connection with such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information, in the light of the circumstances under which they were made, not misleading.

(c) If any action, suit or proceeding (each, a "Proceeding") is brought against a person (an "indemnified party") in respect of which indemnity may be sought against the Company or the Underwriter (as applicable, the "indemnifying party") pursuant to subsection (a) or (b), respectively, of this Section 8, such indemnified party shall promptly notify such indemnifying party in writing of the institution of such Proceeding and such indemnifying party shall assume the defense of such Proceeding, including the employment of counsel reasonably satisfactory to such indemnified party and payment of all fees and expenses of such indemnified party's counsel; provided, however, that the omission to so notify such indemnifying party shall not relieve such indemnifying party from any liability which such indemnifying party may have to any indemnified party or otherwise. The indemnified party or parties shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless the employment of such counsel shall have been authorized in writing by the indemnifying party in connection with the defense of such Proceeding or the indemnifying party shall not have, within a reasonable period of time in light of the circumstances, employed counsel to defend such Proceeding or such indemnified party or parties shall have reasonably concluded, that there may be defenses available to it or them which are different from, additional to or in conflict with those available to such indemnifying party (in which case such indemnifying party shall not have the right to direct the defense of such Proceeding on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by such indemnifying party and paid as incurred (it being understood, however, that such indemnifying party shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the indemnified parties who are parties to such Proceeding). The indemnifying party shall not be liable for any settlement of any Proceeding effected without its written consent but, if settled with its written consent, such indemnifying party agrees to indemnify and hold harmless the indemnified party or parties from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second sentence of this Section 8(c), then the indemnifying party agrees that it shall be liable for any settlement of any Proceeding effected without its written consent if (i) such settlement is entered into more than 60 business days after receipt by such indemnifying party of the aforesaid request for reimbursement of fees and expenses of counsel in accordance with this Agreement, (ii) such indemnifying party shall not have fully reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 30 days' prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened Proceeding in respect of which any indemnified party is or could have

been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such Proceeding and does not include an admission of fault or culpability or a failure to act by or on behalf of such indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under subsections (a) and (b) of this Section 8 or insufficient to hold an indemnified party harmless in respect of any losses, damages, expenses, liabilities or claims referred to therein, then each applicable indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, damages, expenses, liabilities or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter on the other hand from the offering of the Securities 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 on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such losses, damages, expenses, liabilities or claims, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriter on the other shall be deemed to be in the same respective proportions as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company, and the total underwriting discounts and commissions received by the Underwriter, bear to the aggregate public offering price of the Shares and Warrants. The relative fault of the Company on the one hand and of the Underwriter on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Company or by the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, damages, expenses, liabilities and claims referred to in this subsection shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating, preparing to defend or defending any Proceeding.

(e) The Company and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in subsection (d) above. Notwithstanding the provisions of this Section 8, the Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by the Underwriter and distributed to the public were offered to the public exceeds the amount of any damage which the Underwriter has otherwise been required to pay by reason of such untrue statement or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) The indemnity and contribution agreements contained in this Section 8 and the covenants, warranties and representations of the Company contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Underwriter, or any of its partners, agents, directors, officers or members or any person

(including each partner, officer, director or member of such person) who controls the Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, or by or on behalf of the Company, its directors or officers or any person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the issuance and delivery of the Securities. The Company and the Underwriter agree promptly to notify each other of the commencement of any Proceeding against it and, in the case of the Company, against any of the Company's officers or directors in connection with the issuance and sale of the Securities, or in connection with the Registration Statement, any Basic Prospectus, any Pre-Pricing Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus.

9. Information Furnished by the Underwriter. The statements set forth in the last paragraph on the cover page of the Prospectus, the selling concession appearing in the first paragraph under the heading "Commissions and Discounts" under the caption "Underwriting" in the Prospectus and the statements set forth in the paragraphs under the heading "Price Stabilization, Short Positions" under the caption "Underwriting" in the Prospectus, only insofar as such statements relate to the amount of selling concession and reallowance or to over-allotment and stabilization activities that may be undertaken by the Underwriter, constitute the only information furnished by or on behalf of the Underwriter, as such information is referred to in Sections 3 and 8 hereof.

10. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing or by telegram or facsimile and, if to the Underwriter, shall be sufficient in all respects if delivered or sent to (i) Piper Jaffray & Co., 800 Nicollet Mall, Suite 800, Minneapolis, MN 55402, Attention: Equity Capital Markets (facsimile: (612) 313-3121) and Attention: Legal Department (facsimile: (612) 303-6000); and (ii) if to the Company, shall be sufficient in all respects if delivered or sent to the Company at the offices of the Company at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112, (facsimile: (303) 858-8431), Attention: Patrick R. Gruber, Chief Executive Officer.

11. Governing Law; Construction. This Agreement and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Agreement ("Claim"), directly or indirectly, shall be governed by, and construed in accordance with, the laws of the State of New York. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

12. Submission to Jurisdiction. Except as set forth below, no Claim may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters, and the Company consents to the jurisdiction of such courts and personal service with respect thereto. The Company hereby consents to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Agreement is brought by any third party against the Underwriter or any indemnified party. The Underwriter and the Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or

relating to this Agreement. The Company agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Company and may be enforced in any other courts to the jurisdiction of which the Company is or may be subject, by suit upon such judgment.

13. Parties at Interest. The Agreement herein set forth has been and is made solely for the benefit of the Underwriter and the Company and to the extent provided in Section 8 hereof the controlling persons, partners, agents, directors, officers, members and affiliates referred to in such Section, and their respective successors, assigns, heirs, personal representatives and executors and administrators. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from the Underwriter) shall acquire or have any right under or by virtue of this Agreement.

14. No Fiduciary Relationship. The Company hereby acknowledges that the Underwriter is acting solely as an underwriter in connection with the purchase and sale of the Company's securities. The Company further acknowledges that the Underwriter is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Underwriter act or be responsible as a fiduciary to the Company, its management, stockholders or creditors or any other person in connection with any activity that the Underwriter may undertake or has undertaken in furtherance of the purchase and sale of the Company's securities, either before or after the date hereof. The Underwriter hereby expressly disclaims any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and the Underwriter agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriter to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Company's securities, do not constitute advice or recommendations to the Company. The Company and the Underwriter agree that the Underwriter is acting as principal and not the agent or fiduciary of the Company and the Underwriter has not assumed, and will not assume, any advisory responsibility in favor of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is currently advising the Company on other matters). The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriter with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

15. USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriter is required to obtain, verify and record information that identifies its clients, including the Company, which information may include the name and address of its clients, as well as other information that will allow the Underwriter to properly identify its clients.

16. Counterparts. This Agreement may be signed by the parties in one or more counterparts which together shall constitute one and the same agreement among the parties.

17. Successors and Assigns. This Agreement shall be binding upon the Underwriter and the Company and their successors and assigns and any successor or assign of any substantial portion of the Company's and any of the Underwriter's respective businesses and/or assets.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

If the foregoing correctly sets forth the understanding between the Company and the Underwriter, please so indicate in the space provided below for that purpose, whereupon this Agreement and your acceptance shall constitute a binding agreement between the Company and the Underwriter.

Very truly yours,

GEVO, INC.

By: /s/ Mike Willis
Name: Mike Willis
Title: Chief Financial Officer

Accepted and agreed to as of the date
first above written:

PIPER JAFFRAY & CO.

By: /s/ David W. Stadinski
Name: David W. Stadinski
Title: Managing Director

SCHEDULE A

Permitted Free Writing Prospectuses

None.

SCHEDULE B

Pricing Information

Number of Firm Shares: 18,525,000 shares
Number of Warrants: Warrants to Purchase 18,525,000 shares
Purchase Price Per Unit: $1.35
Warrant Exercise Price: $1.85
Underwriting Discount: 6%

EXHIBIT A

Lock-Up Agreement

, 2013

Piper Jaffray & Co.
800 Nicollet Mall, Suite 800
Minneapolis, MN 55402

Ladies and Gentlemen:

This Lock-Up Agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Common Stock Underwriting Agreement") to be entered into by Gevo, Inc., a Delaware corporation (the "Company"), and you with respect to the public offering (the "Common Stock Offering") of common stock, par value $0.01 per share, of the Company (the "Common Stock") and the proposed Underwriting Agreement (the "Convertible Note Underwriting Agreement," and together with the Common Stock Underwriting Agreement, the "Underwriting Agreements") to be entered into by the Company and you with respect to the public offering (the "Convertible Note Offering" and, together with the Common Stock Offering, the "Offerings") of convertible notes (the "Notes").

In order to induce you to enter into the Underwriting Agreements, the undersigned agrees that, for a period (the "Lock-Up Period") beginning on the date hereof and ending on and including, the date that is 90 days after the later of the date of the final prospectus relating to the (i) Common Stock Offering and (ii) Convertible Note Offering, the undersigned will not, without your prior written consent, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the "Commission") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder (the "Exchange Act") with respect to, any Common Stock or any other securities of the Company that are substantially similar to the Common Stock or the Notes, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, the Notes or any other securities of the Company that are substantially similar to the Common Stock or the Notes, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii).

The foregoing sentence shall not apply to the following transfers:

(a) the registration of the offer and sale of Common Stock as contemplated by the Common Stock Underwriting Agreement and the sale of the Common Stock to the Underwriter (as defined in the Common Stock Underwriting Agreement) in the Common Stock Offering;

(b) bona fide gifts, provided the recipient thereof agrees in writing with the Underwriter to be bound by the terms of this Lock-Up Agreement;

(c) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the "immediate family" (defined as the spouse, any lineal descendent, father, mother, brother or sister) of the undersigned, provided that (1) such disposition does not involve a disposition for value, and (2) such trust agrees in writing with the Underwriter to be bound by the terms of this Lock-Up Agreement;

(d) if the undersigned is a corporation, limited liability company or partnership, transfers to a wholly-owned subsidiary of the undersigned or to the direct or indirect stockholders, members or partners or other affiliates of the undersigned, provided that (1) such transfer does not involve a disposition for value, (2) the transferee agrees in writing with the Underwriter to be bound by the terms of this Lock-Up Agreement, and (3) no filing pursuant to Section 16 of the Exchange Act is required as a result of such transfer;

(e) transfers which occur by operation of law, such as the rules of intestate succession, provided that (1) no filing pursuant to Section 16 of the Exchange Act is required as a result of such transfer, and (2) such transferee agrees in writing with the Underwriter to be bound by the terms of this Lock-Up Agreement;

(f) the disposition of shares of Common Stock acquired in open market transactions after the Offerings; provided that such disposition is not required to be reported pursuant to Section 16 of the Exchange Act;

(g) transfers in connection with the receipt or vesting of securities issued to the undersigned by the Company pursuant to any equity incentive, deferred compensation or other compensatory plans, the withholding by the Company or surrender of such securities and/or any sale or other disposition of such securities, solely in order to satisfy tax liabilities with respect to such issuance or vesting or any deemed disposition or deemed sale with respect to such securities;

(h) sales of shares of Common Stock pursuant to trading plans pursuant to Rule 10b5-1 promulgated under the Exchange Act, in existence on the date hereof; and

(i) transfers pursuant to a sale or an offer to purchase 100% of the Company's Common Stock, whether pursuant to a merger, tender offer or otherwise, to a third party or group of third parties.

In addition, the undersigned hereby waives any rights the undersigned may have to require registration of Common Stock in connection with the filing of a registration statement relating to the Offerings. The undersigned further agrees that, for the Lock-Up Period, the

undersigned will not, without the prior written consent of Piper Jaffray & Co., make any demand for, or exercise any right with respect to, the registration of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such securities.

Notwithstanding the above, if (i) during the period that begins on the date that is fifteen calendar days plus three business days before the last day of the Lock-Up Period and ends on the last day of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the sixteen day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Lock-Up Agreement shall continue to apply until the expiration of the date that is fifteen 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 undersigned hereby confirms that the undersigned has not, directly or indirectly, taken, and hereby covenants that the undersigned will not, directly or indirectly, take, any action designed, or which has constituted or will constitute or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes or shares of Common Stock, including the shares of Common Stock issuable upon conversion of the Notes.

The undersigned hereby authorizes the Company and its transfer agent, during the Lock-Up Period, to decline the transfer of or to note stop transfer restrictions on the stock register and other records relating to shares of Common Stock or other securities subject to this Lock-Up Agreement of which the undersigned is the record holder, and, with respect to shares of Common Stock or other securities subject to this Lock-Up Agreement of which the undersigned is the beneficial owner but not the record holder, the undersigned hereby agrees to cause such record holder to authorize the Company and its transfer agent, during the Lock-Up Period, to decline the transfer of or to note stop transfer restrictions on the stock register and other records relating to such shares or other securities, except, in each case, if the proposed transfer would be permitted pursuant to any of clauses (a), (b), (c), (d), (e), (f), (g), (h) or (i) above.

* * *

If (i) the Company notifies you in writing that it does not intend to proceed with the Offerings, (ii) the registration statement filed with the Commission with respect to the Offerings is withdrawn or (iii) for any reason the Underwriting Agreements shall be terminated prior to the "time of purchase" (as defined in the Underwriting Agreements), this Lock-Up Agreement shall be terminated and the undersigned shall be released from its obligations hereunder.

Yours very truly,

____

Name:

FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT

This is a **FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT** dated December 11, 2013 (the "Amendment") by and between GEVO, INC., a Delaware corporation ("Company"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Warrant Holder").

RECITALS

A. Company and Warrant Holder are parties to the Plain English Warrant Agreement dated August 5, 2010 (the "Warrant Agreement"), pursuant to which Company granted to Warrant Holder the right to purchase 73,014 shares of the Series D-1 Preferred Stock or the Next Round Preferred Stock (as defined in the Warrant Agreement) of the Company at a price per share of $17.12 under Warrant Number 0647-W-01, subject to adjustment in accordance with the terms therein (the "Warrant").

B. Upon the closing of the Company's initial public offering, the Warrant was converted into the right to purchase 138,888 shares of the Common Stock of the Company at a price per share of $9.00, pursuant to Section 4 of the Warrant Agreement.

C. In connection with the execution of that certain Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of the date hereof by and among Agri-Energy, LLC, a Minnesota limited liability company, Company and Warrant Holder (the "Second Amendment"), Warrant Holder has requested that Company amend the Warrant Agreement and Company is willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Warrant Holder agree as follows:

1. RATIFICATION; WARRANT AGREEMENT REMAINS IN FULL FORCE AND EFFECT

Company hereby acknowledges, reaffirms, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Warrant Agreement. The Warrant Agreement shall remain in full force and effect, and except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Warrant Holder under the Warrant Agreement, as in effect prior to the date hereof. For the avoidance of doubt, notwithstanding the amendment of the Warrant Agreement pursuant to this Amendment, the Effective Date of the Warrant shall remain August 5, 2010. Unless otherwise defined in this Amendment, capitalized terms and matters of construction defined in the Warrant Agreement shall have the same meaning given to them in the Warrant Agreement.

2. AMENDMENTS TO WARRANT AGREEMENT

The first two paragraphs of Section 1 of the Warrant Agreement are hereby amended and restated to read in their entirety as follows:

> "You grant to Us and We are entitled, upon the terms and subject to the conditions set forth in this Warrant Agreement, to purchase from You, at a price per share equal to the Exercise Price, up to 138,888 fully paid and non-assessable shares of your Warrant Stock."

The definition of "Exercise Price" set forth in Section 1 of the Warrant Agreement is hereby amended by deleting the text "$17.12" and replacing such text with "the closing price of the Company's Common Stock, as reported on the Nasdaq Global Market, on the trading day immediately prior to the 2013 Issuance Closing Date".

The definition of "Next Round" set forth in Section 1 of the Warrant Agreement is hereby deleted in its entirety.

The definition of “Warrant Stock” set forth in Section 1 of the Warrant Agreement is hereby amended and restated to read in its entirety as follows:

“Warrant Stock” means the Common Stock, par value $0.01 per share, of the Company.”

All references to “the Series [   ] Preferred Stock” in Exhibits I and Exhibit II to the Warrant Agreement shall be deleted and replaced with “Common Stock.”

3. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment shall be conditioned on:

- The occurrence of the 2013 Issuance Closing Date (as defined in the Second Amendment); and
- Receipt by Warrant Holder of a copy of this Amendment, duly executed by the Company.

4. MISCELLANEOUS

- **Entire Agreement.** The terms and conditions of this Amendment shall be incorporated by reference in the Warrant Agreement as though set forth in full in the Warrant Agreement. In the event of any inconsistency between the provisions of this Amendment and any other provision of the Warrant Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Warrant Agreement shall remain in full force and effect to the extent in effect on the date of this Amendment. The Warrant Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant Agreement.
- **Headings.** Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.
- **Recitals.** The Recitals set forth at the beginning of this Amendment are true and correct, and such Recitals are incorporated into and are a part of this Amendment.
- **Governing Law.** This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.
- **Effect.** Upon the effectiveness of this Amendment, from and after the date of this Amendment, each reference in the Warrant Agreement to “this Agreement,” “hereunder,” “hereof,” or words of like import shall mean and be a reference to the Warrant Agreement as amended by this Amendment.
- **No Novation.** Except as expressly provided in **Section 2** above, the execution, delivery, and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Warrant Holder under the Warrant Agreement, (b) constitute a waiver of any provision in the Warrant Agreement, or (c) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Warrant Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.
- **Counterparts.** This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement.

- **<u>Signatures</u>.** This Amendment may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") and, and upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the day and year first above written.

COMPANY:	**You:**	**GEVO, INC.**
	Signature:	/s/ Brett Lund
	Print Name:	Brett Lund
	Title:	Chief Licensing Officer & General Counsel

Accepted in Menlo Park, California:

WARRANT HOLDER:	**Us:**	**TRIPLEPOINT CAPITAL LLC**
	Signature:	/s/ Sajal Srivastava
	Print Name:	Sajal Srivastava
	Title:	Chief Operating Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT]

Exhibit 4.2

FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT

This is a **FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT** dated December 11, 2013 (the "Amendment") by and between GEVO, INC., a Delaware corporation ("Company"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Warrant Holder").

RECITALS

A. Company and Warrant Holder are parties to the Plain English Warrant Agreement dated August 5, 2010 (the "Warrant Agreement"), pursuant to which Company granted to Warrant Holder the right to purchase 32,126 shares of the Series D-1 Preferred Stock or the Next Round Preferred Stock (as defined in the Warrant Agreement) of the Company at a price per share of $17.12 under Warrant Number 0647-W-02, subject to adjustment in accordance with the terms therein (the "Warrant").

B. Upon the closing of the Company's initial public offering, the Warrant was converted into the right to purchase 61,111 shares of the Common Stock of the Company at a price per share of $9.00, pursuant to Section 4 of the Warrant Agreement.

C. In connection with the execution of that certain Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of the date hereof by and among Agri-Energy, LLC, a Minnesota limited liability company, Company and Warrant Holder ("Second Amendment"), Warrant Holder has requested that Company amend the Warrant Agreement and Company is willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Warrant Holder agree as follows:

1. RATIFICATION; WARRANT AGREEMENT REMAINS IN FULL FORCE AND EFFECT

Company hereby acknowledges, reaffirms, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Warrant Agreement. The Warrant Agreement shall remain in full force and effect, and except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Warrant Holder under the Warrant Agreement, as in effect prior to the date hereof. For the avoidance of doubt, notwithstanding the amendment of the Warrant Agreement pursuant to this Amendment, the Effective Date of the Warrant shall remain August 5, 2010. Unless otherwise defined in this Amendment, capitalized terms and matters of construction defined in the Warrant Agreement shall have the same meaning given to them in the Warrant Agreement.

2. AMENDMENTS TO WARRANT AGREEMENT

The first paragraph of Section 1 of the Warrant Agreement is hereby amended and restated to read in its entirety as follows:

"You grant to Us and We are entitled, upon the terms and subject to the conditions set forth in this Warrant Agreement, to purchase from You, at a price per share equal to the Exercise Price, up to 61,111 fully paid and non-assessable shares of your Warrant Stock."

The definition of "Exercise Price" set forth in Section 1 of the Warrant Agreement is hereby amended by deleting the text "$17.12" and replacing such text with "the closing price of the Company's Common Stock, as reported on the Nasdaq Global Market, on the trading day immediately prior to the 2013 Issuance Closing Date".

The definition of "Next Round" set forth in Section 1 of the Warrant Agreement is hereby deleted in its entirety.

The definition of "Warrant Stock" set forth in Section 1 of the Warrant Agreement is hereby amended and restated to read in its entirety as follows:

"Warrant Stock" means the Common Stock, par value $0.01 per share, of the Company."

All references to "the Series [ ] Preferred Stock" in Exhibits I and Exhibit II to the Warrant Agreement shall be deleted and replaced with "Common Stock."

3. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment shall be conditioned on:

- The occurrence of the 2013 Issuance Closing Date (as defined in the Second Amendment); and
- Receipt by Warrant Holder of a copy of this Amendment, duly executed by the Company.

4. MISCELLANEOUS

- **Entire Agreement.** The terms and conditions of this Amendment shall be incorporated by reference in the Warrant Agreement as though set forth in full in the Warrant Agreement. In the event of any inconsistency between the provisions of this Amendment and any other provision of the Warrant Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Warrant Agreement shall remain in full force and effect to the extent in effect on the date of this Amendment. The Warrant Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant Agreement.
- **Headings.** Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.
- **Recitals.** The Recitals set forth at the beginning of this Amendment are true and correct, and such Recitals are incorporated into and are a part of this Amendment.
- **Governing Law.** This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.
- **Effect.** Upon the effectiveness of this Amendment, from and after the date of this Amendment, each reference in the Warrant Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Warrant Agreement as amended by this Amendment.
- **No Novation.** Except as expressly provided in **Section 2** above, the execution, delivery, and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Warrant Holder under the Warrant Agreement, (b) constitute a waiver of any provision in the Warrant Agreement, or (c) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Warrant Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.
- **Counterparts.** This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement.
- **Signatures.** This Amendment may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") and, and upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the day and year first above written.

COMPANY:	**You:**	**GEVO, INC.**
	Signature:	/s/ Brett Lund
	Print Name:	Brett Lund
	Title:	Chief Licensing Officer & General Counsel

Accepted in Menlo Park, California:

WARRANT HOLDER:	**Us:**	**TRIPLEPOINT CAPITAL LLC**
	Signature:	/s/ Sajal Srivastava
	Print Name:	Sajal Srivastava
	Title:	Chief Operating Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT]

Exhibit 4.3

FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT

This is a **FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT** dated December 11, 2013 (the "Amendment") by and between GEVO, INC., a Delaware corporation ("Company"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Warrant Holder").

RECITALS

A. Company and Warrant Holder are parties to the Plain English Warrant Agreement dated October 20, 2011 (the "Warrant Agreement"), pursuant to which Company granted to Warrant Holder the right to purchase 188,412 shares of the Common Stock of the Company at a price per share of $7.96 under Warrant Number 0647-W-03, subject to adjustment in accordance with the terms therein (the "Warrant").

B. In connection with the execution of that certain Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of the date hereof by and among Agri-Energy, LLC, a Minnesota limited liability company, Company and Warrant Holder (the "Second Amendment"), Warrant Holder has requested that Company amend the Warrant Agreement and Company is willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Warrant Holder agree as follows:

1. RATIFICATION; WARRANT AGREEMENT REMAINS IN FULL FORCE AND EFFECT

Company hereby acknowledges, reaffirms, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Warrant Agreement. The Warrant Agreement shall remain in full force and effect, and except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Warrant Holder under the Warrant Agreement, as in effect prior to the date hereof. For the avoidance of doubt, notwithstanding the amendment of the Warrant Agreement pursuant to this Amendment, the Effective Date of the Warrant shall remain October 20, 2011. Unless otherwise defined in this Amendment, capitalized terms and matters of construction defined in the Warrant Agreement shall have the same meaning given to them in the Warrant Agreement.

2. AMENDMENTS TO WARRANT AGREEMENT

The first two paragraphs of Section 1 of the Warrant Agreement are hereby amended and restated to read in their entirety as follows:

"You grant to Us and We are entitled, upon the terms and subject to the conditions set forth in this Warrant Agreement, to purchase from You, at a price per share equal to the Exercise Price, up to 188,442 fully paid and non-assessable shares of your Common Stock."

The definition of "Exercise Price" set forth in Section 1 of the Warrant Agreement is hereby amended by deleting the text "$7.96" and replacing such text with "the closing price of the Company's Common Stock, as reported on the Nasdaq Global Market, on the trading day immediately prior to the 2013 Issuance Closing Date".

3. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment shall be conditioned on:

- The occurrence of the 2013 Issuance Closing Date (as defined in the Second Amendment); and
- Receipt by Warrant Holder of a copy of this Amendment, duly executed by the Company.

4. MISCELLANEOUS

- **<u>Entire Agreement</u>.** The terms and conditions of this Amendment shall be incorporated by reference in the Warrant Agreement as though set forth in full in the Warrant Agreement. In the event of any inconsistency between the provisions of this Amendment and any other provision of the Warrant Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Warrant Agreement shall remain in full force and effect to the extent in effect on the date of this Amendment. The Warrant Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant Agreement.
- **<u>Headings</u>.** Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.
- **<u>Recitals</u>.** The Recitals set forth at the beginning of this Amendment are true and correct, and such Recitals are incorporated into and are a part of this Amendment.
- **<u>Governing Law</u>.** This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.
- **<u>Effect</u>.** Upon the effectiveness of this Amendment, from and after the date of this Amendment, each reference in the Warrant Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Warrant Agreement as amended by this Amendment.
- **<u>No Novation</u>.** Except as expressly provided in **Section 2** above, the execution, delivery, and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Warrant Holder under the Warrant Agreement, (b) constitute a waiver of any provision in the Warrant Agreement, or (c) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Warrant Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.
- **<u>Counterparts</u>.** This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement.
- **<u>Signatures</u>.** This Amendment may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") and, and upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the day and year first above written.

COMPANY:	**You:**	**GEVO, INC.**
	Signature:	/s/ Brett Lund
	Print Name:	Brett Lund
	Title:	Chief Licensing Officer & General Counsel
Accepted in Menlo Park, California:		
WARRANT HOLDER:	**Us:**	**TRIPLEPOINT CAPITAL LLC**
	Signature:	/s/ Sajal Srivastava
	Print Name:	Sajal Srivastava
	Title:	Chief Operating Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH WARRANT AGREEMENT]

Exhibit 5.1

December 12, 2013 74494.00019

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

Ladies and Gentlemen:

We have acted as counsel to Gevo, Inc., a Delaware corporation (the "***Company***"), in connection with the issuance and sale of an aggregate of (i) 18,525,000 shares (the "***Firm Shares***") of the Company's common stock, par value $0.01 per share (the "***Common Stock***"), and up to an additional 2,778,750 shares of Common Stock that may be sold pursuant to the exercise of an over-allotment option (the "***Additional Shares***" and, together with the Firm Shares, the "***Shares***") and (ii) warrants to purchase 18,525,000 shares of Common Stock (the "***Firm Warrants***") and warrants to purchase up to an additional 2,778,750 shares of Common Stock (the "***Additional Warrants***" and, together with the Firm Warrants, the "***Warrants***") in units, each unit consisting of (a) one Share and (b) one Warrant to purchase one share of Common Stock, pursuant to a Registration Statement on Form S-3, as amended (File No. 333-187893) (the "***Registration Statement***"), filed by the Company with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Act***"), the prospectus dated May 15, 2013 (the "***Base Prospectus***") and the prospectus supplement to be filed by the Company with the Commission pursuant to Rule 424(b) under the Act (the "***Prospectus Supplement***"). The Base Prospectus and the Prospectus Supplement are collectively referred to as the "***Prospectus.***" The shares of Common Stock issuable upon exercise of the Warrants (without regard to any adjustment thereof) are referred to herein as the "***Warrant Shares.***"

As such counsel and for purposes of our opinions set forth below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such documents, resolutions, certificates and instruments of the Company, certificates of public officials, statutes, records and such other instruments and documents as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including, without limitation: (i) the Registration Statement; (ii) the Prospectus; (iii) the Warrant Agreement, including the form of Warrant attached thereto (the "***Warrant Agreement***"); (iv) the Company's Amended and Restated Certificate of Incorporation, as amended, certified by the Secretary of State of the State of Delaware; (v) the Company's Amended and Restated Bylaws, certified by the Secretary of the Company; (vi) a certificate of the Secretary of State of the State of Delaware as to the incorporation and good standing of the Company under the laws of the State of Delaware as of December 2, 2013 (and subsequent bring-down as of December 12, 2013); (vii) certain resolutions of the board of directors of the Company (the "***Board***") adopted at a meeting held on November 15, 2013; and (viii) certain resolutions of the pricing committee of the Board adopted at a meeting held on December 11, 2013.

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

In such examination, we have assumed, without independent investigation: (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 the 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 no documents submitted to us have been amended or terminated orally or in writing except as has been disclosed to us in writing; (vii) 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 letter are true and correct; and (viii) that each of the officers and directors of the Company has properly exercised his or her fiduciary duties. As to all questions of fact material to this opinion letter 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.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the following opinions:

1. The Shares are duly authorized and, upon issuance, delivery and payment therefor in the manner contemplated by the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

2. The Warrants are duly authorized and, upon issuance, delivery and payment therefor in the manner contemplated by the Warrant Agreement, the Registration Statement and the Prospectus, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

3. The Warrant Shares are duly authorized and, upon issuance, delivery and payment therefor upon exercise of the Warrants in accordance with the terms thereof, 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 opinion letter, the General Corporation Law of the State of Delaware and, with respect to our opinion relating to the enforceability of the Warrants, the laws of the State of New York.

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 is rendered solely to you in connection with the issuance and delivery of the Shares, the Warrants and the Warrant Shares under the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act solely for such purpose. This opinion letter is rendered to you 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 if the change may affect the legal analysis, legal conclusion or other matters in this opinion letter.

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

Very truly yours,

/s/ Paul Hastings LLP

Exhibit 10.1

FOURTH AMENDMENT TO PLAIN ENGLISH SECURITY AGREEMENT

This Fourth Amendment to Plain English Security Agreement (this "Amendment") is made and entered into as of December 11, 2013, by and among GEVO, INC., a Delaware corporation ("Guarantor" or "You"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Secured Party" or "Us"; together with Guarantor, the "Parties").

RECITALS

A. Guarantor and Secured Party entered into that certain Plain English Security Agreement dated as of September 22, 2010, as amended by that certain First Amendment to Plain English Security Agreement dated as of October 20, 2011, that certain Second Amendment to Plain English Security Agreement dated as of June 29, 2012, and that certain Third Amendment to Plain English Security Agreement dated as of July 11, 2012 (including all annexes, exhibits and schedules thereto, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Guarantor granted a security interest in the Collateral to secure the payment and performance in full of all the Secured Obligations. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied herein as defined or established therein.

B. Guarantor and Secured Party have agreed to make certain amendments to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Amendments to Security Agreement.

(a) Section 1 of the Security Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order to such Section:

The term **"2013 Warrants"** has the meaning specified therefor in the Loan Agreement.

The term **"2013 Warrant Agreements"** has the meaning specified therefor in the Loan Agreement.

The term **"2013 Warrant Documents"** has the meaning specified therefor in the Loan Agreement.

The term “**Convertible Note Documents**” has the meaning specified therefor in the Loan Agreement.

The term “**Convertible Note Indebtedness**” has the meaning specified therefor in the Loan Agreement.

The term “**Convertible Notes**” has the meaning specified therefor in the Loan Agreement.

The term “**Permitted Exchange**” has the meaning specified therefor in the Loan Agreement.

(b) The definition of “Permitted Conversion” in Section 1 of the Security Agreement is hereby amended and restated in its entirety as follows:

“The term “**Permitted Conversion**” has the meaning specified therefor in the Loan Agreement.”

(c) The definition of “Merger Event” contained in Section 1.3 of the Security Agreement is hereby amended and restated in its entirety as follows:

“1.3 The term **“Merger Event”** means (i) any reorganization, consolidation or merger (or similar transaction or series of transactions) by You, with or into any other Person; (ii) any transaction, including the sale or exchange of outstanding shares of Your Stock, in which the holders of Your Stock immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, retain Stock representing at least 50% of the voting power of the surviving entity of such transaction or series of related transactions (or the parent entity of such surviving entity if such surviving entity is wholly owned by such parent entity), in each case without regard to whether You are the surviving entity, (iii) the sale, license or other disposition of all or substantially all of Your assets, or (iv) the occurrence of any “Extraordinary Transaction” (or similar defined term) under and as defined in any of the 2013 Warrant Documents.

(d) The definition of “Permitted Disposition” contained in Section 1.4 of the Security Agreement is hereby amended and restated in its entirety as follows:

“1.4 The term “**Permitted Disposition**” means (a) sales, abandonment, or other dispositions of Equipment that is substantially worn, damaged, or obsolete or no longer used or no longer useful in the ordinary course of business and leases or subleases of real property no longer used or no longer useful in the conduct of the business of You and Your Subsidiaries; (b) sales of Inventory to buyers in the ordinary course of business and/or the entering into of marketing, distribution, supply, off take, development, or like agreements relating to the sale of Inventory in the ordinary course of business and containing standard or customary terms for such agreements (which terms may include, without limitation, rights of first offer and/or exclusivity arrangements); (c) the use or transfer of Cash or Cash Equivalents in a

manner that is not prohibited by the terms of this Agreement or the other Loan Documents; (d)(i) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights or (ii) non-perpetual exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights with respect to geographic area, fields of use and customized products for specific customers that would not result in a transfer of title of the licensed property under applicable law, all given in the ordinary course of Your business; (e) the granting of Permitted Liens; (f) the sale, assignment, transfer, disposition, or discount, in each case without recourse, of Accounts arising in the ordinary course of business, but only in connection with the compromise or collection thereof; (g) any involuntary loss, damage or destruction of property; (h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property; (i) the sale or issuance of Stock of a Parent; (j)(i) the lapse of registered patents, trademarks, copyrights and other intellectual property of You and Your Subsidiaries to the extent not economically desirable in the conduct of or material to their business, or (ii) the abandonment of patents, trademarks, copyrights, or other intellectual property rights in the ordinary course of business that are not material to Your business; (k) the making of an Investment; (l) the making of a Permitted Intercompany Advance; (m) dispositions of assets in exchange or trade in for similarly valued assets so long as the assets so received by You or Your Subsidiaries have a fair market value that is reasonably equivalent to the fair market value of the assets so disposed by You or Your Subsidiaries; provided that if such assets are material to Your business, they are exchanged or traded for similar assets that are used for similar purposes, and provided further, however, that nothing in this clause (m) shall prevent You or Your Subsidiaries from receiving or paying cash consideration in connection with the disposition of assets in exchange for similarly valued assets contemplated by this clause (m); (n) dispositions of assets in exchange for, or replaced by, an upgrade or a new model of such asset; provided, however, that nothing in this clause (n) shall require the same brand, type or kind of asset to be purchased as the asset being exchanged or replaced in order for this clause (n) to be applicable so long the new asset is used for a similar purpose; (o) the leasing or subleasing of assets of You or Your Subsidiaries in the ordinary course of business; (p) the disposition of assets in connection with the retrofit of any renewable fuel production facility; (q) dispositions of assets in connection with maintenance and updating of any renewable fuel production facility for fair market value; (r) leases and subleases of farmland; (s) sales or dispositions of assets not otherwise permitted by the foregoing clauses so long as the aggregate fair market value of all such assets disposed of in any fiscal year (including the proposed disposition) would not exceed $500,000; (t) any Permitted Conversion and (u) any Permitted Exchange."

(e) Clause (g) of the definition of Permitted Liens in Section 1 of the Security Agreement is hereby amended and restated in its entirety as follows:

"(g) Liens of You disclosed on **Schedule VII**;"

(f) Clause (b) of the definition of Permitted Indebtedness in Section 1 of the Security Agreement is hereby amended and restated in its entirety as follows:

"(b) (i) Indebtedness incurred by You under the 2013 Warrants and (ii) Indebtedness of You disclosed on **Schedule P-1** attached hereto;"

(g) Section 2 of the Security Agreement is hereby amended by (i) adding the text "including all Intellectual Property (including, without limitation, the Intellectual Property described on **Schedule IV**)" after the reference to "All General Intangibles", (ii) deleting the text "(iii) any and all Intellectual Property (including, without limitation, the assets described on **Schedule IV**), whether owned, licensed or otherwise, and/or any and all non-cash Proceeds of Intellectual Property," and replacing it with the text "(iii) any intent-to-use trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Guarantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically and without further action by the parties be subject to the security interest granted by such Guarantor to Us hereunder" and (iii) deleting the text "(x) any non-cash Proceeds of Intellectual Property,".

(h) Sections 3.2 and 3.3 of the Security Agreement are hereby amended and restated in their entirety as follows:

"3.2 Deposit Accounts. You will not maintain any Deposit Accounts except (a) accounts identified in Schedule I, (b) Deposit Accounts holding amounts deposited in to cash-collateralize letters of credit to the extent the Lien on such cash collateral is permitted hereunder, (c) other accounts with respect to which We have a perfected Lien, (d) amounts deposited into Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for You or Your Subsidiaries and such Deposit Accounts are solely under the control of the respective company providing the payroll and employee benefit payment services and provided such amounts do not exceed two months of payroll and employee benefit payments, and (e) Deposit Accounts used solely and exclusively for employee benefits, including, without limitation, to hold flexible spending account withholdings or amounts in respect of other Section 125 Plans. Notwithstanding the foregoing, You may maintain the Deposit Accounts listed on Schedule I, in which We may not have a perfected Lien, so long as (i) You use commercially reasonable efforts to obtain necessary agreements to perfect Our Lien in said accounts within five (5) Business Days after the Closing Date and (ii) in any event, within fifteen (15) Business Days after the Closing Date, such accounts have been closed or You have provided all necessary agreements to perfect Our Lien in said accounts. Such agreements to perfect our lien shall be in form and substance satisfactory to Us and shall cause the depositary bank to comply at all times with instructions from Us to such depositary bank directing the disposition of funds from time to time credited to such Deposit Account, without Your further consent. The Parties acknowledge that upon the occurrence and during the continuance of a Material Adverse Effect We may give instructions and cause the depositary bank or securities intermediary to withhold any withdrawal rights, whether or not an Event of Default has occurred. We agree that We will not give any such instructions or withhold any withdrawal rights from You, unless (x) a Default has occurred and is continuing as a result of Your failure to comply with Section 5.8, (y) a Material

Adverse Effect has occurred and is continuing, or (z) an Event of Default has occurred and is continuing. We also agree to rescind instructions and any requests to withhold Your withdrawal rights mentioned in the foregoing sentences if: (a) the Default, Event of Default or Material Adverse Effect upon which the instructions or request to withhold Your withdrawal rights was issued has been waived in accordance with the terms of the Loan Documents, and (b) no additional Default (solely as a result of Your failure to comply with Section 5.8), Event of Default or Material Adverse Effect has occurred and is continuing prior to the date such rescission notice is delivered or is reasonably expected to occur on or immediately after the date such rescission notice is delivered. The foregoing provisions of this Section 3.2 to the contrary notwithstanding, if, in connection with the payment of interest or cash upon conversion otherwise permitted under this Agreement, You have a contractual obligation to irrevocably deposit funds for payment with the indenture trustee (as defined in the as defined in the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb)) with respect to the Indebtedness that is the subject of such payment, then (1) We will not require a perfected lien with respect to such funds that are deposited with the indenture trustee pursuant to such requirement and (2) so long as (y) the amount deposited with the indenture trustee pursuant to such contractual obligation does not exceed the amount required to be so deposited and (z) such amount is not deposited with the indenture trustee more than 3 Business Days before it is required to be deposited with the indenture trustee, such deposit with the indenture trustee shall be permitted pursuant to this subsection; provided that, other than with respect to regularly scheduled interest payments, You agree to use commercially reasonable efforts to provide Us notice prior to such deposit of funds for payment with the indenture trustee (as defined in the as defined in the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb)).

3.3 Investment Property. If You shall at any time hold or acquire physical possession of any Collateral consisting of Investment Property having a market value of $1,000,000 or more, You shall promptly endorse, assign and deliver the same to Us, accompanied by such instruments of transfer or assignment duly executed in blank as We may from time to time reasonably specify. If any Investment Property that is Collateral now or hereafter acquired by You are uncertificated and are issued to You or Your nominee directly by the issuer thereof, You shall, or shall cause Borrower to, deliver notice to Us thereof on the date Borrower is required to deliver its Compliance Certificate per the terms of the Loan Agreement, and, at Our written request and option, pursuant to an agreement in form and substance reasonably satisfactory to Us, either (a) use your commercially reasonable efforts to cause the issuer to agree to comply during the existence of an Event of Default with instructions from Us as to such Investment Property without Your further consent or the consent of such nominee, or (b) upon the occurrence and during the continuance of an Event of Default, arrange for Us to become the registered owner of such Investment Property. If any Investment Property that is Collateral, whether certificated or uncertificated, now or hereafter acquired by You is held by You or Your nominee through a securities intermediary or commodity intermediary, You shall promptly notify Us of that fact and, at Our written request and option, pursuant to an agreement in form and substance reasonably satisfactory to

Us, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from Us to such securities intermediary as to such Investment Property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by Us to such commodity intermediary, in each case without Your further consent or the consent of such nominee, or (ii) in the case of financial assets or other Investment Property held through a securities intermediary, arrange for Us to become the entitlement holder with respect to such Investment Property, with You being permitted, only with Our consent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Parties acknowledge that upon the occurrence and during the continuance of a Material Adverse Effect We may give instructions and cause the depositary bank or securities intermediary to withhold any withdrawal rights, whether or not an Event of Default has occurred. We agree that We will not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold Our consent to the exercise of any withdrawal or dealing rights by You, unless (1) a Default has occurred and is continuing as a result of Your failure to comply with Section 5.8, (2) a Material Adverse Effect has occurred and is continuing, or (3) an Event of Default has occurred and is continuing. We also agree to rescind the entitlement orders, instructions or directions mentioned in the previous sentence if: (a) the Default, Event of Default or Material Adverse Effect upon which the entitlement orders, instructions or directions was issued has been waived in accordance with the terms of the Loan Documents, and (b) no additional Default (solely as a result of Your failure to comply with Section 5.8), Event of Default or Material Adverse Effect has occurred and is continuing prior to the date such rescission notice is delivered or is reasonably expected to occur on or immediately after the date such rescission notice is delivered. The foregoing provisions of this Section 3.3 to the contrary notwithstanding, if, in connection with the payment of interest or cash upon conversion otherwise permitted under this Agreement, You have a contractual obligation to irrevocably deposit funds for payment with the indenture trustee (as defined in the as defined in the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb)) with respect to the Indebtedness that is the subject of such payment, then (1) We will not require a perfected lien with respect to such funds that are deposited with the indenture trustee pursuant to such requirement and the foregoing required actions shall not apply (2) so long as (y) the amount deposited with the indenture trustee pursuant to such contractual obligation does not exceed the amount required to be so deposited and (z) such amount is not deposited with the indenture trustee more than 3 Business Days before it is required to be deposited with the indenture trustee, such deposit with the indenture trustee shall be permitted pursuant to this subsection; provided that, other than with respect to regularly scheduled interest payments, You agree to use commercially reasonable efforts to provide Us notice prior to such deposit of funds for payment with the indenture trustee (as defined in the as defined in the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb)).”

(i) Section 3.9 of the Security Agreement is hereby amended by deleting the “.” at the end of such Section and replacing it with the following: “; provided, however, that with

respect to the Intellectual Property, the foregoing shall only require You to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to such Collateral and shall not require perfection steps, or filings, in jurisdictions outside of the United States."

(j) Section 5.2 of the Security Agreement is hereby amended by adding the following new sentence at the end of this section: "Anything contained in this Agreement to the contrary notwithstanding, with respect to Intellectual Property that is Collateral, You shall only be required to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to such Collateral and shall not be required to take perfection steps, or make filings, in jurisdictions outside of the United States."

(k) Section 5.3 of the Security Agreement is hereby amended by adding the following new sentence at the end of this section: "Anything contained in this Agreement to the contrary notwithstanding, with respect to Intellectual Property that is Collateral, You shall only be required to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to such Collateral and shall not be required to take perfection steps, or make filings, in jurisdictions outside of the United States."

(l) Section 5.7 of the Security Agreement is hereby amended by deleting the text "or" appearing in front of clause (c) and by adding the following text immediately after clause (c): "or (d) Liens in favor of Us and other Permitted Liens."

(m) Section 5.9 of the Security Agreement is hereby amended by (i) deleting the following text: "For the avoidance of doubt, this Section 5.9 does not restrict You from making Permitted Conversions." and replacing it with the following: "For the avoidance of doubt, this Section 5.9 does not restrict You from making Permitted Conversions or Permitted Exchanges." and (ii) deleting the text "and" appearing in front of clause (e) and by replacing clause (e) with the following text:

> "(e) You and Your Subsidiaries may make dividends or distributions (directly or indirectly to You, in the case of a dividend or distribution by Your Subsidiary), directly or indirectly, for the purpose of (i) paying (y) regularly scheduled interest when due and owing on the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof), and/or (z) accrued interest that is due and payable in connection with any Permitted Exchange, in each case, together with fees, costs and expenses from time to time due in connection with the Convertible Note Indebtedness (or any Refinancing Indebtedness or Permitted Exchange in respect thereof), (ii) making Permitted Conversions, (iii) making Permitted Exchanges, and (iv) making payments to the indenture trustee in respect of the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof) of reasonable and customary compensation for its services as the indenture trustee and to reimburse it for reasonable fees, costs and expenses incurred by it and disbursements and advances made by it in such capacity; (f) You may make Permitted Exchanges; (g) You may purchase the 2013 Warrants from the holder of any 2013 Warrant that

exercises its right to require You to purchase such Warrant pursuant to its terms; and (h) You may pay Cash in lieu of issuing fractional shares of common Stock arising out of the conversion of convertible securities (including the Convertible Notes (or any Refinancing Indebtedness in respect thereof) or Permitted Conversions) or the exercise of any 2013 Warrant or any other warrants."

(n) The following provision shall be added as Section 5.14 of the Security Agreement:

5.14 Additional Notices. You will provide to Us promptly, and in any event within three (3) Business Days after the receipt by You, any notice from any holder of any 2013 Warrant that such holder is exercising its right to require You or any successor entity to purchase such 2013 Warrant pursuant to its terms.

(o) Guarantor and Secured Party hereby agree that the Schedules to the Security Agreement are hereby amended, restated and replaced with the updated Schedules attached as Exhibit A hereto.

2. Representations and Warranties. Guarantor hereby represents and warrants to Secured Party that each of the representations and warranties contained in Section 4 of the Security Agreement are true and correct in all material respects as of the date hereof, except such representations and warranties that relate expressly to an earlier date, in which case they are true and correct in all material respects as of such earlier date, in each case, after giving effect to this Amendment.

3. Conditions to Effectiveness. This Amendment shall be effective upon receipt by Secured Party of this Amendment duly executed by the parties hereto.

4. Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

5. Consent to Jurisdiction and Venue. All judicial proceedings arising in or under or related to this Amendment may be brought in any state or federal court of competent jurisdiction located in the State of California. By execution and delivery of this Amendment, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in San Mateo County, State of California; (b) waives any objection as to jurisdiction or venue in San Mateo County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Amendment.

6. Entire Agreement. This Amendment, together with the Security Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

7. Mutual Waiver Of Jury Trial; Judicial Reference. Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and The Parties wish applicable state and federal laws to apply

(rather than arbitration rules), The Parties desire that their disputes be resolved by a judge applying such applicable laws. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES SPECIFICALLY WAIVES ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY YOU AGAINST US OR OUR ASSIGNEE OR BY US OR OUR ASSIGNEE AGAINST YOU. IN THE EVENT THAT THE FOREGOING JURY TRIAL WAIVER IS NOT ENFORCEABLE, ALL CLAIMS, INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE ("REFERENCE"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS SECTION SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE LAWFUL SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS SECTION. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. THIS WAIVER EXTENDS TO ALL SUCH CLAIMS, INCLUDING CLAIMS THAT INVOLVE PERSONS OTHER THAN YOU AND US; CLAIMS THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THE RELATIONSHIP BETWEEN YOU AND US; AND ANY CLAIMS FOR DAMAGES, BREACH OF CONTRACT, SPECIFIC PERFORMANCE, OR ANY EQUITABLE OR LEGAL RELIEF OF ANY KIND, ARISING OUT OF THIS AGREEMENT.

8. Signatures. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together constitute one and the same instrument. This Amendment may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

9. Costs and Expenses. Guarantor reaffirms its obligations to pay, in accordance with the terms of Section 19 of the Security Agreement, all reasonable costs and expenses of Secured Party in connection with the preparation, negotiation, execution and delivery of this Amendment and all other Loan Documents entered into in connection herewith.

10. Effect. Upon the effectiveness of this Amendment, from and after the date hereof, each reference in the Security Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Security Agreement as amended hereby and each reference in the other Loan Documents to the Security Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Security Agreement as amended hereby.

11. Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Security Agreement, the terms and provisions of this Amendment shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

"Guarantor"

GEVO, INC.

By: /s/ Brett Lund
Name: Brett Lund
Title: Chief Licensing Officer & General Counsel

"Secured Party"

TRIPLEPOINT CAPITAL LLC

By: /s/ Sajal Srivastava
Name: Sajal Srivastava
Title: Chief Operating Officer

[SIGNATURE PAGE TO FOURTH AMENDMENT TO PLAIN ENGLISH SECURITY AGREEMENT]

Exhibit 10.2

SECOND AMENDMENT TO AMENDED AND RESTATED PLAIN ENGLISH GROWTH CAPITAL LOAN AND SECURITY AGREEMENT

This Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement (this "Amendment") is made and entered into as of December 11, 2013, by and between AGRI-ENERGY, LLC, a Minnesota limited liability company ("Agri-Energy" or "You"), GEVO, INC., a Delaware corporation ("Gevo"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("TriplePoint" or "Us"; together with Agri-Energy, collectively, the "Parties").

RECITALS

A. Agri-Energy and TriplePoint have entered into that certain Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of October 20, 2011, as amended by that certain First Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement and Forbearance Agreement dated as of June 29, 2012 (including all annexes, exhibits and schedules thereto, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement"), pursuant to which TriplePoint has provided loans and other financial accommodations to or for the benefit of Agri-Energy upon the terms and conditions contained therein. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein.

B. Agri-Energy has requested that TriplePoint amend the Loan Agreement to provide for the issuance of the 2013 Convertible Notes (as defined below) by Gevo, and TriplePoint is willing to do so subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Ratification and Incorporation of Loan Agreement and Other Loan Documents; Additional Acknowledgements. Except as expressly modified under this Amendment, (a) Agri-Energy hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its respective obligations under, the Loan Agreement and the other Loan Documents and (b) all of the terms and conditions set forth in the Loan Agreement and the other Loan Documents are incorporated herein by this reference as if set forth in full herein. Agri-Energy represents that as of the date hereof, it has no offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to the amount of the Secured Obligations. Agri-Energy hereby reaffirms the granting of all Liens previously granted pursuant to the Loan Documents to secure all Advances.

2. Consent to Issuance of the 2013 Convertible Notes and 2013 Warrants; Equity Issuance; Waiver of Notice. Notwithstanding any term or provision in the Loan Agreement, the Security Agreement, any Warrant Agreement, or any other Loan Document to the contrary, TriplePoint (a) consents, effective upon the Second Amendment Closing Date, to the issuance of the 2013 Convertible Notes, the execution and delivery of the 2013 Convertible Note Documents, and the incurrence of the 2013 Convertible Note Indebtedness so long as (i) the initial issuance of the 2013 Convertible Notes shall have been consummated on or before December 31, 2013, and (ii) such 2013 Convertible Notes are on terms and conditions consistent in all material respects with the terms and conditions specified on Annex A attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint, (b) confirms that it has received notice that Gevo intends to conduct (i) an offering of its common stock, par value $0.01 per share, in a firm commitment underwritten public offering and (ii) offerings of the 2013 Warrants (as defined below) entitling the holders thereof to purchase shares of Gevo's common stock (collectively, the "Equity Offerings"), pursuant to an effective Registration Statement on Form S-3 (Registration No. 333-187893) (the "Registration Statement"), (c) acknowledges receipt of notice of the Registration Statement and the Equity Offerings to the extent such notice is required pursuant to any Warrant, including Section 8 thereof, (d) waives any notice or other provision of any Warrant, including Section 8 thereof, which may be breached or any other default

which may occur as a result of the above, (e) so long as Gevo shall receive proceeds of at least $15,000,000 in Cash (net of underwriting fees and other fees, costs and expenses paid in connection with the issuance of new equity, 2013 Warrants, and 2013 Convertible Notes and the other transactions to be consummated on or about the date of this Amendment) as a result of the issuance of any combination of new equity, 2013 Warrants, and/or 2013 Convertible Notes, which 2013 Convertible Notes, if issued, shall be on terms and conditions consistent in all material respects with the terms and conditions specified on Annex A attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint, and which 2013 Warrants, if issued, shall be on terms and conditions consistent in all material respects with the terms and conditions specified on Annex B attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint, consents to the making of any Permitted Exchange substantially concurrently with the issuance of any 2013 Convertible Notes, and (f) consents, effective upon the Second Amendment Closing Date, to the offering and issuance of the 2013 Warrants, the execution and delivery of the 2013 Warrant Documents (as defined below), and the incurrence of the Indebtedness under the 2013 Warrants so long as (i) the initial issuance of the 2013 Warrants shall have been consummated on or before December 31, 2013, and (ii) such 2013 Warrants are on terms and conditions consistent in all material respects with the terms and conditions specified on Annex B attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint.

3. Contingent Amendments. On the first date on which (a) Gevo shall have received net proceeds of at least $15,000,000 in Cash (net of underwriting fees and other fees, costs and expenses paid in connection with the issuance of new equity, 2013 Warrants, and 2013 Convertible Notes and the other transactions to be consummated on or about the date of this Amendment) as a result of the issuance of any combination of new equity, 2013 Warrants and/or 2013 Convertible Notes, which 2013 Convertible Notes, if issued, are on terms and conditions consistent in all material respects with the terms and conditions specified on Annex A attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint, and which 2013 Warrants, if issued, shall be on terms and conditions consistent in all material respects with the terms and conditions specified on Annex B attached hereto or as modified so long as such modifications are not adverse in any respect to TriplePoint, and (b) Agri-Energy shall have prepaid all remaining outstanding Secured Obligations owed pursuant to Promissory Note 0647-GC-01-01 dated September 22, 2010, executed by Agri-Energy in favor of TriplePoint (the "Note Payoff"), including all accrued and unpaid interest in respect thereof calculated as of the date of such prepayment (other than (y) the End of Term Payment and (z) any prepayment premium) (the date on which the conditions specified in clauses (a) and (b) of this Section 3 shall each have been satisfied, the "Modification Date"), the following amendments and modifications to the Loan Agreement and Promissory Notes and Warrant Agreements issued thereunder shall concurrently, immediately and automatically (without the need for further action by any Person) become effective:

(i) the End of Term Payment with respect to Promissory Note 0647-GC-01-01 shall be payable in 12 equal monthly installments commencing on January 1, 2014, and ending on December 1, 2014, instead of being payable on the date on which the remaining portion of such Promissory Note is being prepaid or, in the case of the prepayment premium with respect to Promissory Note 0647-GC-01-01, such prepayment premium is being waived,

(ii) the amendments attached as Annex C hereto to each of the following warrants shall become effective and the exercise price in each such amendment shall be completed to be the closing price of Gevo's common stock as of the close of the market on the trading date immediately prior to the date that is the 2013 Issuance Closing Date (as defined below): (A) that certain Plain English Warrant Agreement (Number 0647-W-01) dated as of August 5, 2010, between Gevo and TriplePoint, (B) that certain Plain English Warrant Agreement (Number 0647-W-02) dated as of August 5, 2010, between Gevo and TriplePoint and (C) that certain Plain English Warrant Agreement (Number 0647-W-03) dated as of October 20, 2011, between Gevo and TriplePoint (collectively, the "Warrant Agreements"),

(iii) no prepayment premium shall be payable with respect to Promissory Note 0647-GC-01-01,

(iv) no prepayment premium shall be payable with respect to any prepayment (whether in full or in part) of Promissory Note 0647-GC-03-01 or Promissory Note 0647-GC-03-02,

(v) during the period commencing on the Modification Date and continuing through and including December 31, 2014 (the "Restructure Period"), (A) Agri-Energy shall only be required to make interest payments (and, for the avoidance of doubt, shall not be required to make amortization payments) and (B) the interest rate applicable to the Secured Obligations shall be increased to thirteen percent (13%) per annum during the Restructure Period and, from and after December 31, 2014, the interest rate shall automatically return to the originally applicable rate of 11% so long as no Event of Default shall be continuing on December 31, 2014, and

(vi) during the period beginning January 1, 2015, and continuing through and including the final monthly installment due under any Promissory Note pursuant to the terms of Section 9 of the Loan Agreement (in each case, the "Payment Period"), each monthly payment due and payable under the terms of the Loan Documents shall be adjusted to be an amount equal to 50% of the fully amortizing amount of principal and interest otherwise due and payable for such month (in each case determined after giving effect to the other provisions of this Section 3) during such Payment Period, applied first to outstanding accrued interest and then to principal, and the remaining 50% portion of such required payments of principal and interest for such month shall continue to accrue and, to the extent not otherwise previously paid during such Payment Period, shall be due and payable at the time of the final monthly installment.

4. Amendments to Loan Agreement. Agri-Energy and TriplePoint hereby agree, effective upon and subject to, (i) with respect to Sections 4(a), (b), (p), (q) and (r) below, and, for purposes of Sections 2 and 3 of this Amendment only, Sections 4(i), (j), (k), (l) and (o) below, the satisfaction of each of the conditions to effectiveness set forth in Section 5 below, and (ii) with respect to Sections 4(c) through (o), concurrently with the occurrence of the 2013 Issuance Closing Date so long as such date shall occur on or before December 31, 2013, as follows:

(a) Section 8 of the Loan Agreement is hereby amended by (i) deleting the text "**Exhibit C**" after the reference to "All commercial tort claims, if any, as listed on" and replacing it with the text "**Schedule 16**" and (ii) amending and restating subsection (ii) in its entirety as follows: "(ii) any intent-to-use trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that Your interests in such trademarks are no longer on an "intent-to-use" basis, at which time such trademarks shall automatically and without further action by the parties be subject to the security interest granted by You to Us hereunder;".

(b) The subsection titled "Additional Documents and Assurances" contained in Section 12 of the Loan Agreement is hereby amended by adding the following new sentence at the end thereof as follows:

Anything contained in this Agreement or any other Loan Document to the contrary notwithstanding, You shall only be required to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to Collateral that is Intellectual Property and You shall not be required to take perfection steps, or make filings, in jurisdictions outside of the United States in order to create or perfect Our security interest with respect to Collateral that is Intellectual Property.

(c) The subsection titled "Prepayment of Secured Obligations" contained in Section 12 of the Loan Agreement is hereby amended and restated in its entirety as follows:

Payments under Convertible Notes. No coupon make-whole payment shall be made in cash under the 2012 Convertible Note Documents or the 2013 Convertible Note Documents prior to payment in full (other than unasserted contingent indemnification Secured Obligations) of all remaining outstanding Secured Obligations, including (i) all accrued and unpaid interest calculated as of the date of such prepayment and (ii) the End of Term Payment; provided, however, that, anything contained herein to the contrary notwithstanding, the foregoing shall not apply to any coupon make-whole payments made by the issuance of Stock of Parent or any Permitted Conversion.

(d) The subsection titled “Dividends and Distributions” contained in Section 12 of the Loan Agreement is hereby amended and restated in its entirety as follows:

Dividends and Distributions. You will not, without Our prior written consent, declare or pay any Cash dividend or make a Cash distribution on, or repurchase or redeem, any class of Your Stock; except, that at any time: (a) You or any of Your Subsidiaries may, or may make distributions so that You may, pay the purchase price necessary to consummate the Agri-Energy Acquisitions in accordance with the agreements evidencing the Agri-Energy Acquisitions, including (i) any working capital adjustments, or (ii) any payment required to be made after the Closing Date, as set forth in the Acquisition Agreement and You agree to use the proceeds of such dividends or distributions solely for such purpose; (b)(i) You or Your Subsidiaries may, and may make distributions to Parents for the purpose of allowing Parents to make distributions to Your current or former employees, officers, or directors (or any spouses, ex-spouses, or estates of any of the foregoing) on account of redemptions or repurchases of Stock of You or any of the Parents held by such Persons, pursuant to employee repurchase plans upon an employee’s death or termination of employment and (ii) so long as no Event of Default shall have occurred and be continuing or would immediately result therefrom, You or Your Subsidiaries may, and may make distributions to Parents for the sole purpose of allowing Parents to, and Parents shall use the proceeds thereof solely to, make distributions to current or former employees, officers, or directors (or any spouses, ex-spouses, or estates of any of the foregoing) of You, solely in the form of forgiveness of Indebtedness of such Persons owing to You or any of the Parents on account of redemptions or repurchases of the Stock of You or any of the Parents held by such Persons up to an aggregate amount of $100,000 in any given calendar year; (c) You and Your Subsidiaries may make distributions to any of the Parents for the sole purpose of allowing such Parent to (i) pay federal, state and local income taxes and franchise taxes solely arising out of the consolidated operations of You and Your Subsidiaries, after taking into account all available credits and deductions (provided that neither You nor any of Your Subsidiaries shall make any distribution to any of the Parents in any amount greater than the share of such taxes arising out of Your consolidated net income), and (ii) pay other reasonable administrative and maintenance costs and expenses arising solely out of the consolidated operations (including maintenance of existence) of Parents, You and Your Subsidiaries and reasonable out of pocket costs and expenses (including, without limitation, the allocable portion of such Parent’s compensation costs for employees of such Parent during the actual time spent by such employees providing services to You); (d) You and Your Subsidiaries may make dividends or distributions, directly or indirectly, to any Parent for the purpose of allowing Gevo, Inc. to purchase or pay Cash in lieu of fractional shares of common Stock arising out of the conversion of convertible securities (including the Convertible Notes (or any Refinancing Indebtedness in respect thereof) or Permitted Conversions) or the exercise of any 2013 Warrant or any other warrants; and (e) You and Your Subsidiaries may make dividends or distributions, directly or indirectly, to any Parent for the purpose of allowing Gevo, Inc. to (i) pay (y) regularly scheduled interest when due and owing on the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof), and/or (z) accrued interest that is due and payable in connection with any Permitted Exchange, in each case, together with fees, costs and expenses from time to time due in connection with the Convertible Note Indebtedness (or any Refinancing Indebtedness or Permitted Exchange in respect thereof), (ii) make Permitted Conversions, (iii) make Permitted Exchanges, and (iv) make payments to the indenture trustee in respect of the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof) of reasonable and customary compensation for its services as the indenture trustee and to reimburse it for reasonable fees, costs and expenses incurred by it and disbursements and advances made by it in such capacity; provided, however, that at any time on or after the date that the Retrofit is completed, and You are producing commercial scale isobutanol and so long as (y) Opco’s Net Worth is greater than or equal to $10,000,000 and (z) no Event of Default has occurred and is continuing, You may declare or pay any dividend or make a distribution on, or repurchase or redeem, any class of Your Stock without limitation.

(e) The final two sentences in the subsection titled “Deposit and Investment Accounts” contained in Section 12 of the Loan Agreement are hereby amended and restated as follows:

We agree that We will not give the instructions referenced in the immediately preceding sentence or withhold any withdrawal rights from You, unless (x) a Default has occurred and is continuing as a result of Your failure to comply with the covenant titled “Mergers or Acquisition” in Section 12 of the Loan Agreement, (y) a Material Adverse Effect has occurred and is continuing, or (z) an Event of Default has occurred and is continuing. We also agree to rescind instructions and any requests to withhold Your withdrawal rights mentioned in the foregoing sentences if: (a) the Default, Event of Default or Material

Adverse Effect upon which the instructions or request to withhold Your withdrawal rights was issued has been waived in accordance with the terms of the Loan Documents, and (b) no additional Default (solely as a result of Parent's failure to comply with Section 5.8 of that certain Plain English Security Agreement, dated as of September 22, 2010, by and between Gevo, Inc. and TriplePoint (as amended, restated, supplemented or otherwise modified from time to time)), Event of Default or Material Adverse Effect has occurred and is continuing prior to the date such rescission notice is delivered or is reasonably expected to occur on or immediately after the date such rescission notice is delivered.

(f) The subsection titled "Convertible Notes" contained in Section 14 of the Loan Agreement is hereby amended and restated in its entirety as follows:

Convertible Notes and 2013 Warrants. The making of any cash payment by Gevo, Inc. of the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof) or on account of any Indebtedness with respect to the 2013 Warrants other than (a) regularly scheduled interest payments, together with any fees, costs and expenses from time to time owing on the 2012 Convertible Notes or the 2013 Convertible Notes (or any Refinancing Indebtedness in respect thereof), (b) Permitted Conversions, (c) payments to the indenture trustee with respect to the Convertible Note Indebtedness (or any Refinancing Indebtedness in respect thereof) of reasonable and customary compensation for its services as the indenture trustee and the reimbursement of reasonable fees, costs, and expenses incurred by it and disbursements and advances made by it in such capacity, (d) payments of the Convertible Note Indebtedness with proceeds of any Refinancing Indebtedness, (e) Permitted Exchanges and payments in connection therewith to the extent not prohibited by the definition of Permitted Exchange, and (f) the making of cash payments in lieu of issuing fractional shares in connection with any issuance of Stock resulting from the exercise of the 2013 Warrants.

(g) The subsection titled "Material Adverse Effect" contained in Section 14 of the Loan Agreement is hereby amended and restated in its entirety as follows:

Material Adverse Effect. Any event or circumstance occurs that would reasonably be expected to have a Material Adverse Effect, which event or circumstance continues for more than ten (10) Business Days after We have given You notice of such Material Adverse Effect, such ten (10) Business Day notice period to expire immediately in the event that (a) the Chief Executive Officer of You or Gevo has resigned, (b) the board of directors of You or Gevo has resigned, or (c) the balance on deposit in deposit accounts and deposits or investments in securities accounts of You and Gevo (aggregated together on a combined basis for all such deposit accounts and securities accounts of Gevo and/or You) is less than $1,000,000 in the aggregate.

(h) Section 18 of the Loan Agreement is hereby amended by adding the following new subsection at the end thereof as follows:

Additional Notices. Promptly and in any event within three (3) Business Days after the receipt by You or Gevo, Inc. of any notice from any holder of any 2013 Warrant that such holder is exercising its right to require Gevo, Inc. or any successor entity to purchase such 2013 Warrant pursuant to its terms.

(i) The definition of "Convertible Notes" contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"**Convertible Notes**" means, as the case may be, (a) the 2012 Convertible Notes and/or (b) the 2013 Convertible Notes.

(j) The definition of "Convertible Note Documents" contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"**Convertible Note Documents**" means, as the case may be, (a) the 2012 Convertible Note Documents and/or (b) the 2013 Convertible Note Documents.

(k) The definition of “Convertible Note Indenture” contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety as follows:

“**Convertible Note Indenture**” means, as the case may be, (a) the 2012 Convertible Note Indenture and/or (b) the 2013 Convertible Note Indenture.

(l) The definition of “Convertible Note Indebtedness” contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety as follows:

“**Convertible Note Indebtedness**” means (a) the Indebtedness incurred by Gevo, Inc. under the 2012 Convertible Note Documents in an aggregate principal amount not to exceed $75,000,000 and (b) the Indebtedness incurred by Gevo, Inc. under the 2013 Convertible Note Documents in an aggregate principal amount not to exceed $45,000,000.

(m) The definition of “Permitted Conversion” contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety, and reordered in its appropriate alphabetical position, as follows:

“**Permitted Conversion**” means, with respect to the Convertible Note Indebtedness or any amounts payable under the terms of any 2012 Convertible Note Documents or 2013 Convertible Note Documents (including any coupon make whole payment) (or any Refinancing Indebtedness in respect thereof), the (a) the conversion of all or any portion of such Indebtedness or such amounts payable under the terms of any 2012 Convertible Note Documents or 2013 Convertible Note Documents or Refinancing Indebtedness documents (including any coupon make whole payment) into common Stock of Parent in accordance with the terms of the documents governing the 2012 Convertible Notes or the 2013 Convertible Notes or Refinancing Indebtedness and (b) the making of cash payments in lieu of issuing fractional shares in connection with any conversion described in clause (a) above.

(n) The definition of “Trustee” contained in Section 21 of the Loan Agreement is hereby amended and restated in its entirety, and reordered in its appropriate alphabetical position, as follows:

“**Trustee**” means (a) with respect to the 2012 Convertible Notes, Wells Fargo Bank, National Association, in the capacity as the “Trustee” (as such term is defined in the 2012 Convertible Note Indenture) and any other Person acting in similar capacity under any amendment, restatement, supplement, replacement or refinancing thereof and (b) with respect to the 2013 Convertible Notes, Wells Fargo Bank, National Association, in the capacity as the “Trustee” (as such term is defined in the 2013 Convertible Note Indenture) and any other Person acting in similar capacity under any amendment, restatement, supplement, replacement or refinancing thereof.

(o) Section 21 of the Loan Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

“**2012 Convertible Notes**” means the convertible promissory notes issued by Gevo, Inc. from time to time pursuant to the 2012 Convertible Note Indenture, as amended, restated, replaced, extended, refinanced, or otherwise modified from time to time.

“**2012 Convertible Note Documents**” means the 2012 Convertible Note Indenture, the 2012 Convertible Notes, and all other documents, instruments and agreements evidencing or governing the 2012 Convertible Notes or providing for any other right in respect thereof, as amended, modified, supplemented or restated from time to time in accordance with the terms of the 2012 Convertible Note Indenture.

“**2012 Convertible Note Indenture**” means the Indenture, dated as of July 2012, governing the 2012 Convertible Notes, by and among Gevo, Inc., as Issuer, and the Trustee, as such is amended, restated, supplemented, replaced or refinanced or otherwise modified from time to time in accordance with the terms thereof, and as permitted by this Agreement.

“**2013 Convertible Notes**” means the convertible promissory notes issued by Gevo, Inc. from time to time pursuant to the 2013 Convertible Note Indenture, as amended, restated, replaced, extended, refinanced or otherwise modified from time to time.

“**2013 Convertible Notes Closing Date**” means the first date on which a 2013 Convertible Note is issued.

“**2013 Convertible Note Documents**” means the 2013 Convertible Note Indenture, the 2013 Convertible Notes, and all other documents, instruments and agreements evidencing or governing the 2013 Convertible Notes or providing for any other right in respect thereof, as amended, modified, supplemented or restated from time to time in accordance with the terms of the 2013 Convertible Note Indenture.

“**2013 Convertible Note Indenture**” means the Indenture, dated as of December 2013, governing the 2013 Convertible Notes, by and among Gevo, Inc., as Issuer, and the Trustee, as such is amended, restated, supplemented, replaced or refinanced or otherwise modified from time to time in accordance with the terms thereof, and as permitted by this Agreement.

“**2013 Issuance Closing Date**” means the first date on which either a 2013 Convertible Note is issued or a 2013 Warrant is issued.

“2013 Warrants” means the warrants issued by Gevo, Inc. from time to time pursuant to any of the 2013 Warrant Agreements.

“2013 Warrant Agreements” means (a) the 2013 Senior Note Unit Warrant Agreement by and between Gevo, Inc. and American Stock Transfer & Trust Company, LLC, as amended, restated, replaced, extended, refinanced or otherwise modified from time to time and (b) the 2013 Common Stock Unit Warrant Agreement by and between Gevo, Inc. and American Stock Transfer & Trust Company, LLC, as amended, restated, replaced, extended, refinanced or otherwise modified from time to time.

“2013 Warrant Documents” means the 2013 Warrant Agreements, the 2013 Warrants and all other documents, instruments and agreements evidencing or governing the 2013 Warrants or providing for any other right in respect thereof, each as amended, modified, supplemented or restated from time to time in accordance with the terms of the 2013 Warrant Agreements.

“**Permitted Exchange**” means any (a) exchange of (i) any Convertible Note Indebtedness under the 2012 Convertible Note Documents for any Convertible Note Indebtedness under the 2013 Convertible Note Documents, and/or (ii) any Convertible Note Indebtedness for any Refinancing Indebtedness; provided, however, that in order to constitute a Permitted Exchange under this clause (a), such exchange (y) must be an exchange of Indebtedness for Indebtedness and (z) shall not involve the payment of cash by Gevo, Inc. in order to consummate such exchange, other than the payment of fees, costs, expenses, and accrued interest payable in connection with such transaction (limited, as to interest, to that accrued with respect to the existing Indebtedness being exchanged), and/or (b) substantially concurrent (i) issuance of any Convertible Note Indebtedness or any Refinancing Indebtedness, (ii) repurchase or acquisition by Gevo, Inc. of any Convertible Note Indebtedness or Refinancing Indebtedness with all or any portion of proceeds of the issuance described in clause (b)(i) of this definition, and (iii) cancellation of the Indebtedness repurchased or acquired pursuant to clause (b)(ii); provided, however, that in order to constitute a “Permitted Exchange” under this clause (b), Gevo, Inc. shall not be permitted to make cash payments in order to consummate such transaction other than payment of the consideration (which consideration payable in connection with such repurchase or acquisition shall not be permitted to exceed the amount of the issuance described in clause (b)(i) above) payable in connection with the repurchase or acquisition described in clause (b)(i) above and the payment of fees, costs, expenses, and accrued interest payable in connection with such transaction (limited, as to interest, to that accrued with respect to the existing Indebtedness being repurchased/acquired).

(p) Section 21 of the Loan Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

“**Second Amendment**” means that certain Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of December 11, 2013, by and between You and Us.

“**Second Amendment Closing Date**” means the date on which all of the conditions set forth in Section 6 of the Second Amendment have been satisfied.

(q) Schedule **16** titled “COMMERCIAL TORT CLAIMS” and attached as Annex D hereto is hereby added to the Loan Agreement and shall include all of Your commercial tort claims as of the Second Amendment Closing Date.

(r) **Schedules 7, 9 and 14 to the Loan Agreement**. Schedules 7, 9 and 14 to the Loan Agreement are hereby amended and restated by new Schedules 7, 9 and 14 attached as Annex E hereto.

5. Representations and Warranties. Agri-Energy hereby represents and warrants to TriplePoint that each of the representations and warranties contained in Section 11 of the Loan Agreement are true and correct in all material respects as of the date hereof, except such representations and warranties that relate expressly to an earlier date, in which case they are true and correct in all material respects as of such earlier date, in each case, after giving effect to this Amendment.

6. Conditions to Effectiveness. The effectiveness of this Amendment is subject to satisfaction of each of the following conditions:

(a) receipt by TriplePoint of (i) this Amendment as executed by Agri-Energy, Gevo and TriplePoint, and (ii) Schedule 16 to the Loan Agreement and updated versions of Schedules 7, 9 and 14 to the Loan Agreement, which schedules shall be updated as of the Second Amendment Closing Date;

(b) receipt by TriplePoint of the Reaffirmation and Consent of Guarantor as executed by Gevo in form and substance acceptable to TriplePoint;

(c) receipt by TriplePoint of the Fourth Amendment to Plain English Security Agreement duly executed by Gevo and TriplePoint;

(d) receipt by TriplePoint of the Plain English Intellectual Property Security Agreement executed by Gevo;

(e) receipt by TriplePoint of the First Amendment to Plain English Warrant Agreement, in escrow pending the 2013 Issuance Closing Date, duly executed by Gevo and TriplePoint pertaining to Warrant Number 0647-W-01, but not to be finalized as to the revised Exercise Price until the 2013 Issuance Closing Date;

(f) receipt by TriplePoint of the First Amendment to Plain English Warrant Agreement, in escrow pending the 2013 Issuance Closing Date, duly executed by Gevo and TriplePoint pertaining to Warrant Number 0647-W-02, but not to be finalized as to the revised Exercise Price until the 2013 Issuance Closing Date;

(g) receipt by TriplePoint of the First Amendment to Plain English Warrant Agreement, in escrow pending the 2013 Issuance Closing Date, duly executed by Gevo and TriplePoint pertaining to Warrant Number 0647-W-03, but not to be finalized as to the revised Exercise Price until the 2013 Issuance Closing Date;

(h) receipt by TriplePoint of the officer’s certificate signed by Agri-Energy’s chief financial officer, together with copies of resolutions of the Board of Governors of Agri-Energy or other authorizing documents, in form and substance reasonably satisfactory to TriplePoint and its counsel, authorizing the execution and delivery of this Amendment and any related agreements;

(i) receipt by TriplePoint of the officer's certificate signed by Gevo's chief executive officer, together with copies of resolutions of the board of directors of Gevo or other authorizing documents, in form and substance reasonably satisfactory to TriplePoint and its counsel, authorizing the execution and delivery of the documents referenced in clauses (b), (c), (d), (e), (f) and (g) of this Section 6 and any related agreements; and

(j) the absence of any Defaults or Events of Default as of the date hereof.

7. Additional Negative Covenant. Agri-Energy shall not make any material changes to its executive or employee compensation or benefit plans in existence as of the date hereof including, but not limited to, any compensation schedules or severance packages, on or prior to January 1, 2015, without the approval of its board of directors.

8. Amendment to Notes. If any provision of this Amendment relates to a provision appearing in any Promissory Note, then the parallel provision in such Promissory Note shall be deemed to be amended on the same terms as this Amendment.

9. Entire Agreement. This Amendment, together with the Loan Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

10. Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

11. Applicable Law. This Amendment has been made, executed and delivered in the State of California and will be governed and construed for all purposes in accordance with the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

12. Consent To Jurisdiction And Venue. All judicial proceedings arising in or under or related to this Amendment may be brought in any state or federal court of competent jurisdiction located in the State of California. By execution and delivery of this Amendment, each Party hereto generally and unconditionally: (a) consents to personal jurisdiction in San Mateo County, State of California; (b) waives any objection as to jurisdiction or venue in San Mateo County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Amendment.

13. Mutual Waiver Of Jury Trial; Judicial Reference. Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the Parties wish applicable state and federal laws to apply (rather than arbitration rules), the Parties desire that their disputes be resolved by a judge applying such applicable laws. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES SPECIFICALLY WAIVES ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY YOU AGAINST US OR OUR ASSIGNEE OR BY US OR OUR ASSIGNEE AGAINST YOU. IN THE EVENT THAT THE FOREGOING JURY TRIAL WAIVER IS NOT ENFORCEABLE, ALL CLAIMS, INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE. THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS SECTION SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE LAWFUL SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION AND ENFORCEABILITY OF THIS SECTION. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. THIS WAIVER EXTENDS TO ALL SUCH CLAIMS, INCLUDING CLAIMS THAT INVOLVE PERSONS OTHER THAN YOU AND US; CLAIMS THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THE RELATIONSHIP BETWEEN YOU AND US; AND ANY CLAIMS FOR DAMAGES, BREACH OF CONTRACT, SPECIFIC PERFORMANCE OR ANY EQUITABLE OR LEGAL RELIEF OF ANY KIND, ARISING OUT OF THIS AGREEMENT.

14. Signatures. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together constitute one and the same instrument. This Amendment may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

15. Costs and Expenses. Agri-Energy reaffirms its obligations to pay, in accordance with the terms of Section 20 of the Loan Agreement, all reasonable costs and expenses of TriplePoint in connection with the preparation, negotiation, execution and delivery of this Amendment and all other Loan Documents entered into in connection herewith.

16. Effect. Upon the effectiveness of this Amendment, from and after the date hereof, each reference in the Loan Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Loan Agreement as amended hereby and each reference in the other Loan Documents to the Loan Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Loan Agreement as amended hereby.

17. Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Loan Agreement, the terms and provisions of this Amendment shall govern and control.

18. Release. In consideration of the benefits provided to each of Agri-Energy and Gevo under this Amendment, each of Agri-Energy and Gevo hereby agrees as follows:

(a) Agri-Energy and Gevo, for themselves and on behalf of their respective successors and assigns, do hereby release, acquit and forever discharge TriplePoint, and the past or present officers, directors, attorneys, affiliates, employees and agents of TriplePoint, and each of their respective successors and assigns, from any and all claims, demands, obligations, liabilities, causes of action, offsets, damages, costs or expenses, of every type, kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, including any claims that Agri-Energy, Gevo and their respective successors, counsel and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, that Agri-Energy or Gevo now has or may acquire against any one or more of them, arising out of events or transactions which occurred on or before the date hereof (each a "Released Claim" and collectively, the "Released Claims"), including without limitation, those Released Claims arising out of or connected with the transactions arising under or related to any of the Loan Documents.

(b) Each individual signing this Amendment on behalf of Agri-Energy and Gevo acknowledges that he or she has read each of the provisions of this section, and has had the opportunity to review the legal consequences of this section with an attorney. Agri-Energy and Gevo acknowledge and agree that they are aware of, familiar with, understand, and expressly waive the provisions of Section 1542 of the California Civil Code, and any other similar statute, code, law or regulation to the fullest extent it may waive such rights and benefits. Section 1542 provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

(c) The provisions, waivers and releases set forth in this Section are binding upon Agri-Energy, Gevo and their respective assigns and successors in interest. The provisions, waivers and releases of this Section shall inure to the benefit of TriplePoint and its agents, employees, officers, directors, assigns and successors in interest. Agri-Energy and Gevo warrant and represent that they are the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and they have not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof. Each of Agri-Energy and Gevo shall indemnify and hold harmless TriplePoint from and against any claim, demand, damage, debt and liability (including payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or arising out

of any such assignment or transfer. The provisions of this section shall survive the date hereof. Nothing herein is or should be construed to be a release of claims against Agri-Energy or Gevo or a satisfaction of any indebtedness.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

AGRI-ENERGY, LLC

By: /s/ Brett Lund
Name: Brett Lund
Title: Board of Governors

TRIPLEPOINT CAPITAL LLC

By: /s/ Sajal Srivastava
Name: Sajal Srivastava
Title: Chief Operating Officer

Agreed with respect to Sections 3(ii) and 17 only:

GEVO, INC.

By: /s/ Brett Lund
Name: Brett Lund
Title: Chief Licensing Officer & General Counsel

[SIGNATURE PAGE TO 2nd AMENDMENT TO AMENDED AND RESTATED PLAIN ENGLISH GROWTH CAPITAL LOAN AND SECURITY AGREEMENT]

REAFFIRMATION AND CONSENT OF GUARANTOR

December 11, 2013

The undersigned (the "Guarantor") has executed and delivered that certain Plain English Continuing Guaranty dated as of September 22, 2010, as amended by that certain Reaffirmation and Consent of Guarantor and First Amendment to Plain English Continuing Guaranty dated as of September 22, 2010 (as such agreement may be further amended, restated, supplemented or otherwise modified from time to time, collectively, the "Guaranty"; capitalized terms not defined herein shall have the meanings ascribed to them in the Guaranty), in favor of TriplePoint Capital LLC, a Delaware limited liability company ("TriplePoint"). The Guaranteed Obligations include, without limitation, certain Secured Obligations under that certain Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of October 20, 2011, between Agri-Energy, LLC, a Minnesota limited liability company ("Agri-Energy"), and TriplePoint, as amended by that certain First Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement and Forbearance Agreement dated as of June 29, 201,2 between Agri-Energy and TriplePoint (including all annexes, exhibits and schedules thereto, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement").

Acknowledgement and Reaffirmation. Guarantor acknowledges that Guarantor has received a copy of that certain Second Amendment to Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of the date hereof, by and among Agri-Energy and TriplePoint (the "Amendment"). Guarantor hereby acknowledges and reaffirms its obligations under the Guaranty and confirms that, pursuant to the Guaranty, the Guarantor continues to guaranty payment and performance of the Guaranteed Obligations. Guarantor hereby confirms that the Guaranty executed by such Guarantor remains in full force and effect, enforceable against Guarantor in accordance with its terms and as amended hereby, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally. This Reaffirmation and Consent of Guarantor does not constitute an amendment or waiver by TriplePoint of any provision of the Guaranty, and all of the provisions of the Guaranty shall remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Reaffirmation and Consent of Guarantor to be executed and delivered as of the date first above written.

GEVO, INC.

By: /s/ Brett Lund
Name: Brett Lund
Title: Chief Licensing Officer & General Counsel

ACKNOWLEDGED AND AGREED
TO BY:

TRIPLEPOINT CAPITAL LLC

By: /s/ Sajal Srivastava
Name: Sajal Srivastava
Title: Chief Operating Officer

Exhibit 10.3

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated December 11, 2013 (**this "Agreement"**), by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, and GEVO, INC., a Delaware corporation (**"Gevo"**).

The words **"We"**, **"Us"**, or **"Our"**, refer to the grantee, which is TriplePoint Capital LLC. The words **"You"** or **"Your"** refers to the grantor, which is Gevo and not any individual. The words **"the Parties"** refers to both TriplePoint Capital LLC and Gevo.

The Parties have entered into that certain Fourth Amendment to Plain English Security Agreement dated as of the date hereof (the **"Fourth Amendment"**), and it is a condition to the effectiveness of the Fourth Amendment that Gevo grant to Us a lien on and a security interest (subject only to Permitted Liens) in the below-defined Intellectual Property Collateral.

In consideration for the mutual covenants and agreements contained in the Fourth Amendment and the Guaranty (as defined below) and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

You grant to Us a lien upon and continuing security interest in (subject only to Permitted Liens) all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the **"Intellectual Property Collateral"**), whether now existing or hereafter arising or acquired:

- All registered Intellectual Property listed on **Schedules A**, **B** and **C** hereto, other than any intent-to-use trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of Gevo in such trademarks are no longer on an "intent-to-use" basis, at which time such trademarks shall automatically and without further action by the parties be subject to the security interest granted by Gevo to Us hereunder, and
- any and all Proceeds of the foregoing. Notwithstanding anything contained in this Agreement to the contrary, the term "Intellectual Property Collateral" shall not include any assets or property that are excluded from the definition of Collateral by operation of the last paragraph of Section 2 of the Security Agreement.

You represent and warrant to Us that, as of the date hereof, Schedules A, B, and C attached hereto set forth any and all Intellectual Property that You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

The security interest that is granted pursuant to this Agreement secures the Secured Obligations whether now existing or arising hereafter. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in that certain Plain English Continuing Guaranty dated as of September 22, 2010, between You and Us, as amended by that certain Reaffirmation and Consent of Guarantor and First Amendment to Plain English Continuing Guaranty dated as of September 22, 2010, between You and Us (as may be further amended, modified, revised, supplemented, extended, restated or replaced from time to time, collectively, the **"Guaranty"**).

3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Plain English Security Agreement by and between Us and You dated as of September 22, 2010 (as may be further amended, modified, revised, supplemented, extended, restated or replaced from time to time, the **“Security Agreement”**) and the Guaranty, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorneys’ fees, related to Our exercise of the above mentioned rights after the occurrence and during the continuance of an Event of Default.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents that We may reasonably request in writing to perfect Our Lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request in writing, and take all further action that may be reasonably necessary to carry out the provisions and purposes of this Agreement, the Security Agreement or the other Loan Documents to confirm, perfect, preserve and protect the Liens granted to Us under this Agreement, the Security Agreement or the other Loan Documents. Anything contained herein to the contrary notwithstanding, You shall only be required to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to Intellectual Property Collateral and shall not be required to take perfection steps, or make filings, in jurisdictions outside of the United States with respect to Intellectual Property Collateral.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies with respect to the Liens granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND VENUE, MUTUAL WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE APPLICABLE TO THE LOAN AGREEMENT.

8. TERMINATION

Upon the consummation of any sale of the Intellectual Property Collateral to any third party pursuant to a transaction permitted by the Security Agreement or the other Loan Documents, the Lien granted hereby with respect to the Intellectual Property Collateral shall automatically terminate (but shall attach to the proceeds or products thereof to the extent such proceeds are part of the Intellectual Property Collateral or other Collateral) and We shall at the request and at the expense of You, provide evidence of such termination. Immediately upon the date that the Secured Obligations (other than unasserted contingent indemnification Secured Obligations) have been paid in full in Cash, (a) all of Your obligations under this Agreement, shall, without any other action, consent or notice, automatically terminate, and (b) We shall deliver to You the Intellectual Property Collateral subject to this Agreement and all instruments of assignment executed in connection therewith, if any, free and clear of the Liens hereof and, except as otherwise expressly provided herein, all of Your obligations (including, without limitation, the Secured Obligations) hereunder shall at such time automatically terminate. On and after the date that the Secured Obligations (other than unasserted contingent indemnification Secured Obligations) are paid in full, We will promptly execute release or other documents and We will file or authorize the filing of appropriate termination statements or other documents to terminate and reasonably evidence termination of such Lien, including UCC termination statements, releases for filing with the United States Patent and Trademark Office and/or U.S. Copyright Office and other documents, agreements and instruments as may be necessary or as You or We may from time to time reasonably request in connection with the release of the Liens and claims granted.

This Agreement may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered by You to Us.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:	**GEVO, INC.**
Signature:	/s/ Brett Lund

Print Name: Brett Lund
Title: Chief Licensing Officer & General Counsel

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Exhibit 99.1

Gevo, Inc. Announces Pricing of Public Offering of Common Stock and Warrants

ENGLEWOOD, Colo., Dec 11, 2013 (GLOBE NEWSWIRE via COMTEX) —

Gevo, Inc. (Nasdaq:GEVO), a leading renewable chemicals and next-generation biofuels company, announced today that it has priced its underwritten public offering of common stock units.

Gevo announced that it has agreed to sell 18,525,000 common stock units. Each common stock unit consists of one share of common stock and a warrant to purchase one share of common stock, at a public offering price of $1.35 per common stock unit. Gevo has granted the underwriter a 30-day option to purchase up to an additional 2,778,750 shares of common stock and/or warrants to purchase up to 2,778,750 shares of common stock to cover over-allotments, if any. Each warrant included in a common stock unit will have an exercise price of $1.85 per share, will be exercisable from the date of original issuance and will expire on December 16, 2018. The shares of common stock and the warrants will be immediately separable and will be issued separately. The gross proceeds to Gevo from this offering are expected to be approximately $25 million, not including any future proceeds from the exercise of the warrants.

Certain of Gevo's directors and officers have expressed an interest in participating in the public offering of common stock units.

Gevo currently intends to use the net proceeds from the offering, excluding any future proceeds from the exercise of the warrants, to ramp up startup production and sales at its Luverne, Minn. plant. Gevo also intends to use a portion of the net proceeds from the offering to repay $5.1 million in its outstanding long-term debt obligations under its loan agreement, and may also use a portion of the net proceeds from the offering to fund working capital and for other general corporate purposes, which may include paying down additional long-term debt obligations.

In connection with the offering, Piper Jaffray & Co. is acting as sole manager.

Gevo also announced today that it has decided not to pursue its previously announced public offering of senior note units.

The offering of common stock units was made pursuant to Gevo's shelf registration statement filed with the Securities and Exchange Commission (SEC) and declared effective, and is expected to close on or about December 16, 2013, subject to customary closing conditions. This press release does not constitute an offer to sell, or the solicitation of an offer to buy, these securities, nor will there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale is not permitted.

A preliminary prospectus supplement describing the terms of the offering has been filed with the SEC and a final prospectus supplement will be filed with the SEC. Copies of the preliminary prospectus supplement and the accompanying prospectus relating to the securities being offered may also be obtained from Piper Jaffray & Co., Attention: Prospectus Department, 800 Nicollet Mall, J12S03, Minneapolis, MN 55402, via telephone at 800-747-3924 or email at **prospectus@pjc.com**. Electronic copies of the final prospectus supplement and accompanying prospectus will also be available on the SEC's website at http://www.sec.gov.

About Gevo

Gevo is a leading renewable chemicals and next-generation biofuels company. Gevo's patent-protected, capital-light business model converts existing ethanol plants into bio-refineries to make isobutanol. This versatile chemical

can be directly integrated into existing chemical and fuel products to deliver environmental and economic benefits. Gevo is committed to a sustainable bio-based economy that meets society's needs for plentiful food and clean air and water.

Forward-Looking Statements

Certain statements in this press release may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to a variety of matters, including, without limitation, statements regarding the completion, timing and size of the proposed public offering, Gevo's anticipated proceeds from the offering, and its use of those proceeds and other statements that are not purely statements of historical fact. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of the management of Gevo and are subject to significant risks and uncertainty. Actual events or results may differ materially from those projected in any of such statements due to various factors, including market risks and uncertainties and the satisfaction of customary closing conditions for offerings of securities. For a further discussion of these risks and uncertainties, as well as risks relating the business of Gevo generally, please refer to Gevo's Annual Report on Form 10-K for the year ended December 31, 2012, as amended, as well as Gevo's subsequent filings with the SEC. Investors are cautioned not to place undue reliance on any such forward-looking statements. All such forward-looking statements speak only as of the date they are made, and Gevo undertakes no obligation to update or revise these statements, whether as a result of new information, future events or otherwise.

CONTACT: Media Contact:
Robin Peak
Gevo, Inc.
T: (720) 267-8632
rpeak@gevo.com

Investor Contact:
Mike Willis
Gevo, Inc.
T: (720) 267-8636
mwillis@gevo.com