

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 12, 2023

**Gevo, Inc.**

(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of exchange on which registered</u>
Common Stock, par value \$0.01 per share	GEVO	The Nasdaq Stock Market LLC

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

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

On December 12, 2023, Gevo, Inc. (“Gevo”) entered into an Extension Agreement to the Master Framework Agreement for ETJ Collaboration (the “Extension Agreement”) with Axens North America, Inc. (“Axens”). Pursuant to the previously disclosed Master Framework Agreement for Ethanol to Jet Collaboration (“MFA”), dated September 22, 2021, Axens agreed to exclusively provide for a period beginning on the effective date of the contract and ending on December 22, 2023 (the “Initial Term”) certain engineering, license rights, catalyst supply, technical assistance and proprietary reactor for use in certain processes (collectively, “Services”) in the conversion of ethanol to hydrocarbons fuels via dehydration, oligomerization, and saturation in the Exclusive Field (as defined in the MFA) and the Exclusive Territory (as defined in the MFA) for the purpose of the production of renewable hydrocarbons, including gasoline, diesel, and jet fuel. The Extension Agreement amends the terms of the MFA to extend the Initial Term until March 22, 2024. Any further extension of the Initial Term will be subject to the written agreement of Gevo and Axens.

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

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

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1*</u></a>	<a href="#"><u>Extension Agreement to the Master Framework Agreement for ETJ Collaboration, dated December 11, 2023, by and between Gevo, Inc. and Axens North America, Inc.</u></a>
104	Cover Page Interactive Data File (Formatted as Inline XBRL)

\* Certain portions of the exhibit have been omitted pursuant to Rule 601(b)(10) of Regulation S-K. The omitted information is not material and is the type of information that the registrant treats as private or confidential.

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**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.**

Date: December 13, 2023

By: /s/ E. Cabell Massey

E. Cabell Massey

*Vice President, Legal and Corporate Secretary*

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CERTAIN CONFIDENTIAL INFORMATION, IDENTIFIED BY BRACKETED ASTERISKS “[\*\*\*\*\*]”, HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

**EXTENSION AGREEMENT  
TO THE  
MASTER FRAMEWORK AGREEMENT FOR ETJ COLLABORATION**

This Extension (hereinafter “**EXTENSION AGREEMENT**”) dated as of as of December 11, 2023 (“**EXTENSION DATE**”) is agreed by and between:

**Axens North America, Inc.**, a Delaware corporation and a wholly owned affiliate of Axens S.A. (France), having its principal place of business at 1800 St. James Place, Suite 500, Houston, TX 77056, USA (hereinafter referred to as “**AXENS**”); and

**Gevo, Inc.**, a company organized under the laws of the State of Delaware, having its principal place of business at 345 Inverness Drive South, Building C, Suite 310, Englewood, CO 80112 (hereinafter referred to as “**GEVO**”),

AXENS and GEVO hereinafter collectively referred to as “**PARTIES**” and each individually as a “**PARTY**”.

**BACKGROUND:**

- A. The PARTIES are party to that Master Framework Agreement for Ethanol to Jet Collaboration, effective as of September 22, 2021 (“**MFA**”).
- B. The PARTIES are party to that Side Agreement to the Master Framework Agreement (ETJ), effective as of May 5, 2023 (“**SIDE AGREEMENT**”).
- C. [\*\*\*\*\*].

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree to the following:

**1. DEFINITIONS**

- 1.1. Except as otherwise expressly provided, capitalized terms as used herein shall have the meanings assigned to them in MFA and shall include the plural as well as the singular.

## 2. EXTENSION

- 2.1. AXENS and GEVO mutually agree to extend the INITIAL TERM of the MFA for three (3) months, pursuant to section 13.2 of the MFA, without consideration of the [\*\*\*\*\*] and [\*\*\*\*\*] requirements, and the non-payment of the [\*\*\*\*\*] EXCLUSIVITY FEE. For clarity, the MFA (including the exclusivity) is now extended until **March 22, 2024**. After this date, any further extension of the MFA and the exclusivity shall be mutually agreed in writing by the Parties.
- 2.2. AXENS agrees that GEVO is not in breach of the MFA relating to any non-payment of the [\*\*\*\*\*] EXCLUSIVITY FEE and that the MFA and all mutual exclusivity terms thereunder is in full force and effect, notwithstanding the terms of Section 3.4 of the MFA. AXENS has not issued and shall not issue any notice or claim of breach of the MFA relating to non-payment of the [\*\*\*\*\*] EXCLUSIVITY FEE, and shall not suspend the MFA or any exclusivity (including Sections 3.4, 3.5, 3.6, 7.2 and Schedule B) under the MFA before the expiry of the INITIAL TERM as extended under Section 2.1 above.
- 2.3. Except as amended hereby, the MFA shall remain in force and effect in accordance with its terms as currently written.
- 2.4. This EXTENSION AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this EXTENSION AGREEMENT, including executed signature pages, by electronic transmission (including pdf, scanned copies or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will constitute effective execution and delivery of this EXTENSION AGREEMENT for all purposes and the PARTIES agree that it shall have the same force of evidence as an inked original and that electronic signature shall bound the PARTIES as if they had proceeded with handwritten signatures.
- 2.5. This EXTENSION AGREEMENT and any dispute arising therefrom shall be governed by, construed and resolved in accordance with the terms set forth under Section 18 of the MFA (Governing Law And Dispute Resolution).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the PARTIES hereto have caused this EXTENSION AGREEMENT to be executed via electronic signature by their duly authorized representatives and to be made effective as of the date of the last signature as written below.

**GEVO, INC**

By: /s/ Patrick Gruber  
Name: Patrick Gruber  
Title: Chief Executive Officer  
Date: December 11, 2023

By: /s/ Paul Bloom  
Name: Paul Bloom  
Title: Chief Carbon Officer & Chief Innovation Officer  
Date: December 12, 2023

**AXENS NORTH AMERICA, INC.**

By: /s/ Christian Vaute  
Name: Christian Vaute  
Title: Chief Executive Officer  
Date: December 11, 2023

By: /s/ Anthony Ferrell  
Name: Anthony Ferrell  
Title: Chief Commercial Officer  
Date: December 11, 2023

Signature Page to MFA Amendment

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