

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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): June 19, 2018**

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**Gevo, Inc.**

(Exact name of registrant as specified in its charter)

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

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

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

**345 Inverness Drive South, Building C, Suite 301**  
**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))

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

Emerging growth company

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

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

On June 20, 2018, Gevo, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the At-The-Market Offering Agreement, dated February 13, 2018 (as amended, the “Sales Agreement”), with H.C. Wainwright & Co., LLC (the “Agent”), which provides for the sale and issuance from time to time of common stock of the Company in an “at-the-market” offering (the “ATM Offering”). The Amendment, among other things, provides for an increase in the amount of common stock for issuance and sale under the ATM Offering by up to an additional \$10 million of shares of common stock (the “Shares”). The original Sales Agreement provided for the sale and issuance of up to \$5 million of shares of common stock in the ATM Offering. To date, the Company has issued 750,843 shares of common stock under the ATM Offering for gross proceeds of approximately \$4.97 million, including 745,635 shares of common stock for gross proceeds of approximately \$4.9 million since March 31, 2018.

The Shares have been registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-211370), declared effective by the Securities and Exchange Commission (the “Commission”) on August 2, 2016 (the “Registration Statement”), and a prospectus, which consists of a base prospectus filed with the Registration Statement, and a prospectus supplement, dated June 20, 2018. Sales of the Shares, if any, may be made by any method permitted by law deemed to be an “at-the-market offering” as defined in Rule 415(a)(4) of the Securities Act, including sales made directly on or through the Nasdaq Capital Market or any other existing trading market for the Shares, in negotiated transactions at market prices prevailing at the time of sale or at prices related to such prevailing market prices and/or any other method permitted by law.

The Company intends to use the net proceeds from this offering to fund working capital and for other general corporate purposes, which may include the repayment of outstanding indebtedness.

The Sales Agreement contains customary representations, warranties and agreements by the Company, including obligations of the Company to indemnify the Agent for certain liabilities under the Securities Act. Under the terms of the Sales Agreement, the Company will pay the Agent a commission of 2.5% of the gross proceeds from sales of the Shares.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Company’s common stock in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

The foregoing description of the Sales Agreement and the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Sales Agreement and the Amendment, copies of which are filed herewith as Exhibits 1.1 and 1.2, and are incorporated herein by reference. A legal opinion relating to the Shares is filed herewith as Exhibit 5.1.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information provided in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

**Item 8.01. Other Events.***Partial Conversion of 2020 Notes*

On June 19, 2018, the Company received conversion notices from the holders of its 12.0% convertible senior secured notes due 2020 (the “2020 Notes”) to convert approximately \$2.91 million in aggregate principal amount of 2020 Notes for an aggregate of 238,029 shares of the Company’s common stock at a conversion rate of 0.0679 shares of common stock per \$1 principal amount of 2020 Notes. Upon completion, these conversions reduced the outstanding principal amount of the 2020 Notes to approximately \$13.92 million. The Company expects that the holders of its 2020 Notes may continue to convert the outstanding 2020 Notes into the Company’s common stock in the future from time to time based on market conditions.

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*Exercise of Series K Warrants*

During June 2018, the Company received notices of exercise from 10 holders of its Series K warrants to purchase common stock (the "Series K Warrants") to issue an aggregate of 276,465 shares of common stock for total gross proceeds of approximately \$1.25 million. Following these exercises, Series K Warrants to purchase 28,051 shares of common stock remain outstanding at an exercise price of \$4.20 per share.

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

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
1.1	<a href="#"><u>At-The-Market Offering Agreement, dated February 13, 2018, between Gevo, Inc. and H.C. Wainwright &amp; Co., LLC (incorporated by reference to Exhibit 1.1 of the Current Report on Form 8-K filed on February 13, 2018).</u></a>
1.2	<a href="#"><u>Amendment to At-The-Market Offering Agreement and Engagement Agreement, dated June 20, 2018, between Gevo, Inc. and H.C. Wainwright &amp; Co., LLC.</u></a>
5.1	<a href="#"><u>Opinion of Perkins Coie LLP, with respect to the legality of the securities being registered.</u></a>
23.1	<a href="#"><u>Consent of Perkins Coie LLP (contained in Exhibit 5.1 hereto).</u></a>

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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.**

Dated: June 20, 2018

By: /s/ Geoffrey T. Williams, Jr.  
Geoffrey T. Williams, Jr.  
*General Counsel and Secretary*

June 20, 2018

Gevo, Inc.  
345 Inverness Drive South, Building C, Suite 301  
Englewood, Colorado 80112  
Attention: Patrick R. Gruber, Chief Executive Officer

Dear Mr. Gruber:

Reference is made to the At-The-Market Offering Agreement, dated as of February 13, 2018 (the "ATM Agreement"), between Gevo, Inc. (the "Company") and H.C. Wainwright & Co., LLC (the "Wainwright") and to the Engagement Agreement, dated May 31, 2018 (the "Engagement Agreement"), between the Company and Wainwright. This letter (the "Amendment") constitutes an agreement between the Company and Wainwright to amend each of the ATM Agreement and the Engagement Agreement as set forth herein. Defined terms that are used but not defined herein shall have the meanings ascribed to such terms in the ATM Agreement.

1. The defined term "Agreement" in the ATM Agreement is amended to mean the ATM Agreement as amended by this Amendment.

2. The first sentence of Section 2 of the ATM Agreement is hereby amended by deleting "\$5,000,000" and inserting in its place "\$15,000,000".

3. The first sentence of Section 2(b)(v) of the ATM Agreement is hereby amended and restated as follows:

"The Compensation to the Manager for sales of the Shares under this Section 2(b) shall be a placement fee of 2.5% of the gross sales price of the Shares sold pursuant to this Section 2(b) ("Broker Fee")."

4. The Company and Wainwright hereby agree that the date of this Amendment shall be a Representation Date under the ATM Agreement and the Company shall make the deliveries required by Section 6(a)-(c) of the ATM Agreement, including, without limitation, the filing of a Prospectus Supplement with the Commission, on the date hereof.

5. The defined term "Engagement Agreement" in the ATM Agreement is amended to mean the Engagement Agreement as amended by this Amendment.

6. The first sentence of Section B of the Engagement Agreement is hereby amended and restated as follows:

"Term and Termination of Engagement; Exclusivity. The term of Wainwright's exclusive engagement will begin on the date hereof and end on January 3, 2019 (the "Term")."

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7. The defined term "Agreement" in the Engagement Agreement is amended to mean the Engagement Agreement as amended by this Amendment.

8. In connection with the amendment to the ATM Agreement set forth herein, the Company shall reimburse Wainwright for the fees and expenses of Wainwright's counsel in an amount not to exceed \$35,000, which shall be paid on the date hereof.

9. Except as expressly set forth herein, all of the terms and conditions of the ATM Agreement and the Engagement Agreement shall continue in full force and effect after the execution of this Amendment and shall not be in any way changed, modified or superseded by the terms set forth herein.

10. This Amendment may be executed in two or more counterparts and by facsimile or ".pdf" signature or otherwise, and each of such counterparts shall be deemed an original and all of such counterparts together shall constitute one and the same agreement.

*[remainder of page intentionally left blank]*

In acknowledgment that the foregoing correctly sets forth the understanding reached by the Company and Wainwright, please sign in the space provided below, whereupon this Amendment shall constitute a binding amendment to the ATM Agreement and the Engagement Agreement as of the date indicated above.

Very truly yours,

**H.C. WAINWRIGHT & CO., LLC**

By: /s/ Edward Silvera

Name: Edward Silvera

Title: Chief Operating Officer

Accepted and Agreed:

**GEVO, INC.**

By: /s/ Patrick Gruber

Name: Patrick Gruber

Title: Chief Executive Officer

*[SIGNATURE PAGE TO GEVO AMENDMENT TO  
ATM AGREEMENT AND ENGAGEMENT AGREEMENT]*



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perkinscoie.com

June 20, 2018

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

**Re: Gevo, Inc. - Registration Statement on Form S-3 (File No. 333-211370)**

Ladies and Gentlemen:

We have acted as counsel to Gevo, Inc., a Delaware corporation (the "Company"), in connection with the issuance and sale from time to time of up to \$10,000,000 of shares of common stock of the Company, \$0.01 par value per share (the "Shares"), pursuant to the At-The-Market Offering Agreement, dated February 13, 2018, as amended on June 20, 2018 (as amended, the "Sales Agreement"), between the Company and H.C. Wainwright & Co., LLC. The Shares will be issued pursuant to the Company's Registration Statement on Form S-3 (File No. 333-211370), declared effective by the Securities and Exchange Commission (the "Commission") on August 2, 2016 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), and the base prospectus filed as part of the Registration Statement, and the related prospectus supplement dated June 20, 2018 (collectively, the "Prospectus")

We have examined the Registration Statement, the Prospectus, the Sales Agreement and such documents and records of the Company and other documents as we have deemed necessary for the purposes of this opinion. In such examination, we have assumed the following: (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; and (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based upon the foregoing, it is our opinion that the Shares have been duly authorized by all necessary corporate action of the Company and, upon (i) the due execution by the Company and registration by its registrar of the Shares, (ii) the offering and sale of the Shares in accordance with the Sales Agreement and the Prospectus, and (iii) receipt by the Company of the consideration therefor in accordance with the terms of the Sales Agreement, the Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Company's Current Report on Form 8-K filed with the Commission on or about the date hereof, to the incorporation by reference of this opinion into the Registration Statement and any amendments thereto, including any and all post-effective amendments, and to the reference to us under the headings "Legal Matters" in the Prospectus. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or related rules and regulations of the Commission issued thereunder.

Very truly yours,

/s/ PERKINS COIE LLP