

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): September 24, 2024

RIGETTI COMPUTING, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40140
(Commission
File Number)

88-0950636
(I.R.S. Employer
Identification No.)

775 Heinz Avenue, Berkeley, California
(Address of principal executive offices)

94710
(Zip Code)

(510) 210-5550
(Registrant's telephone number, including area code)

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 obligations 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:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	RGTI	The Nasdaq Capital Market
Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of \$11.50 per share	RGTIW	The Nasdaq Capital Market

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 8.01 Other Events.

On September 24, 2024, Rigetti & Co., LLC (“Rigetti LLC”), a wholly-owned subsidiary of Rigetti Computing, Inc. (the “Company”) entered into an Amendment No. 3 (the “Third Amendment”), dated September 20, 2024, to that certain Standard Industrial/Commercial Multi-Tenant Lease – Gross (as previously amended, the “Original Lease”), by and among Rigetti LLC, Temescal, LP, a California limited partnership, and Contra Costa Industrial Park, II, a California limited partnership (collectively, “Lessor”) dated April 15, 2015, whereby the Company leases certain premises located in 775 Heinz Avenue, Berkeley, CA 94710, the Company’s corporate headquarters.

The Third Amendment extends the Original Lease to October 31, 2028, with an option to extend the term of the lease, and sets new rental rates of \$71,756.25 per month (the “Base Rent”) that are effective as of November 1, 2025. Beginning on November 1, 2026, and on the first and each successive anniversary during the term of the lease (each an “Adjustment Date”), the Base Rent due shall be adjusted to an amount equal to the Base Rent payable for the month immediately preceding such Adjustment Date multiplied by 103%. All other terms of the Original Lease remain in full force and effect.

The foregoing description of the Third Amendment is qualified in its entirety by the full text of the Third Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

[10.1](#) [Amendment No. 3, dated as of September 20, 2024, to Standard Industrial/Commercial Multi-Tenant Lease – Gross dated as of April 15, 2015, by and between Rigetti & Co., LLC, Temescal, LP, Contra Costa Industrial Park, II](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Date: September 24, 2024

RIGETTI COMPUTING, INC.

By: /s/ Jeffrey Bertelsen

Jeffrey Bertelsen

Chief Financial Officer

AMENDMENT NO. 3
TO
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE – GROSS

This Amendment No. 3 to Standard Industrial/Commercial Multi-Tenant Lease – Gross (this “Amendment No. 3”) is entered into as of September 20, 2024, by and between Temescal, LP, a California limited partnership and Contra Costa Industrial Park, II, a California limited partnership (collectively, “Lessor”) and Rigetti & Co, LLC, a Delaware limited liability company, formerly known as Rigetti & Co, Inc., a Delaware corporation (“Lessee”) and amends that certain Standard Industrial/ Commercial Multi-Tenant Lease – Gross, dated as of April 15, 2015, as amended by that certain Amendment No. 1 thereto, dated as of May 11, 2017 and that certain Amendment No. 2 thereto, dated as of March 29, 2018 (collectively, the “Lease”). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

RECITAL

Lessor and Lessee desires to extend the term of the Lease to October 31, 2028, set the Base Rent applicable as of November 1, 2025 and make other changes, all as set forth in detail herein.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lease is hereby amended as follows:

1. Term/Extension. The Expiration Date shall be October 31, 2028. Lessor hereby grants Lessee with one final Option to extend the Term, which shall be exercised as described in and subject to Paragraph 53 of the Lease (as modified by the redefinition of the term “Expiration Date” above), provided, further, however that the “Option Term” shall be five (5) years (in lieu of the three (3) year term described as the Option Term is said Paragraph 53).
 2. Base Rent. As of November 1, 2025, the Base Rent payable monthly shall be \$71,756.25. On November 1, 2026, and on the first and each successive anniversary thereof during the Term (each an “Adjustment Date”), the Base Rent due hereunder shall be adjusted to an amount equal to the Base Rent payable for the month immediately preceding such Adjustment Date multiplied by One Hundred and Three percent (103%).
 3. Except as set forth above, all other terms and provisions of the Lease shall remain in full force and effect. No part of the Lease, including this Amendment No. 3, is intended to or shall be construed as establishing separate tenancies or separate lease agreements as to the specific property occupied by Lessee hereunder.
 4. Without waiving Lessee’s obligations pursuant to Paragraph 7.3(b) of the Lease, Lessor acknowledges that Lessee is engaged in exploring and pursuing electrical upgrades to the Project and/or Premises to include a new substation (which may include an interrupter, transformer, main switchboard, etc...), and Lessor acknowledges that in connection with Lessor’s consent thereto (as, when and if provided in accordance with the Lease), Lessee shall not be responsible to further modify, relocate or restore the such electrical upgrades (upon completion thereof) at the Expiration of earlier termination of the Lease.
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IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 effective as of the date first above written.

LESSOR:

TEMESCAL, L.P.
A California limited partnership

By: Libitzky Development Corp.,
a California corporation
Its: General Partner

/s/ Moses S. Libitzky

By: Moses S. Libitzky
Its: President

LESSEE:

Rigetti & Co, LLC,
a Delaware limited liability company

/s/ Jeffrey Bertelsen
By: Jeffrey Bertelsen
Its: CFO

CONTRA COSTA INDUSTRIAL
PARK, Ltd., a California limited partnership

By Ziegler Development Corp.,
a California corporation, its
General Partner

/s/ Michael H. Ziegler

By: Michael H. Ziegler
Its: President