

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 21, 2017**

**GERON CORPORATION**

(Exact name of registrant as specified in its charter)

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

**0-20859**  
(Commission File Number)

**75-2287752**  
(IRS Employer  
Identification No.)

**149 COMMONWEALTH DRIVE, SUITE 2070**  
**MENLO PARK, CALIFORNIA 94025**  
(Address of principal executive offices, including zip code)

**(650) 473-7700**  
(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 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 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 September 21, 2017, Geron Corporation (“Geron” or the “Company”) entered into the sixth amendment (the “Sixth Amendment”) of the Office Lease Agreement (the “Lease”) with Exponent Realty, LLC, with respect to the premises located at 149 Commonwealth Drive, Menlo Park, California. The Lease, which was originally entered on February 29, 2012, has previously been amended pursuant to the First Amendment dated January 10, 2014, the Second Amendment dated January 31, 2014, the Third Amendment dated February 27, 2014, the Fourth Amendment dated May 9, 2014, and the Fifth Amendment dated September 15, 2015. Pursuant to the Sixth Amendment, the term of the Lease has been extended from February 1, 2018 to January 31, 2020. During the term of the Lease as extended by the Sixth Amendment, Geron will continue to occupy approximately 14,485 rentable square feet of the premises with a base rent with respect thereto of \$3.91 per rentable square foot per month for the period from February 1, 2018 to January 31, 2019, and \$4.03 per rentable square foot per month for the period from February 1, 2019 to January 31, 2020.

The foregoing description of the Sixth Amendment is not complete and is qualified in its entirety by reference to the full text of such amendment, a copy of which is filed herewith 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 Number</b>	<b>Description</b>
10.1	<a href="#"><u>Sixth Amendment to Office Lease Agreement by and between Geron Corporation and Exponent Realty, LLC, dated September 21, 2017.</u></a>

**SIGNATURE**

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.

GERON CORPORATION

Date: September 22, 2017

By: /s/ Stephen N. Rosenfield

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Stephen N. Rosenfield  
Executive Vice President, General  
Counsel and Corporate Secretary

## SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT (the "**SIXTH Amendment**") is made and entered into as of September 21, 2017, by and between Exponent Realty, LLC, a Delaware limited liability company ("Landlord"), and Geron Corporation, a Delaware corporation ("Tenant"). Capitalized terms set forth herein and not otherwise expressly defined shall have the meaning set forth in the Lease.

## RECITALS

- A. Landlord and Tenant are parties to that certain Office Lease Agreement dated February 29, 2012 (the "**Lease**"), the First Amendment dated January 10, 2014 (the "**First Amendment**"), the Second Amendment dated January 31, 2014 (the "**Second Amendment**"), the Third Amendment dated February 27, 2014 (the "**Third Amendment**"), the Fourth Amendment dated May 9th, 2014 (the "**Fourth Amendment**"), and the Fifth Amendment dated September 15, 2015 (the "**Fifth Amendment**"). Collectively, the Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are referred to herein as the "**Lease**". Pursuant to the Fifth Amendment, Landlord has leased to Tenant (i) space currently containing approximately 14,485 rentable square feet as set forth on EXHIBIT A to the Fifth Amendment (the "Premises") on the second floor of the building, known as suite 2070, located at 149 Commonwealth Dr., Menlo Park, CA 94025 (the "Building").
- B. The Lease, by its terms, is due to expire on January 31, 2018 (the "**Termination Date**"), and the parties now desire to extend the lease term on the following terms and conditions.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Rentable Area (approximate)**. The Rentable Area set forth in section C.2a. of the **BASIC LEASE PROVISIONS** in the Information Sheet is hereby changed to read:

**C.2.a. Rentable Area.**

The Rentable Area shall consist of 14,485 rentable square feet, consisting of the suite commonly known as Suite 2070, as set forth in Exhibit A to this SIXTH Amendment.

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2. **Amendment Term.** The Lease Term set forth in section C.3 of the **BASIC LEASE PROVISIONS** in the Information Sheet is hereby amended to add the SIXTH Amendment Term, as follows:

**C.3. SIXTH Amendment Term:** Two years (2) commencing on at 12:01 a.m. February 1, 2018 (the “**SIXTH Amendment Term Commencement Date**”) and ending at 12:00 p.m. on January 31, 2020 (the “**Expiration Date**”).

3. **Commencement Date.** The Commencement date set forth in section C.4 of the **BASIC LEASE PROVISIONS** in the Information Sheet is hereby changed to add the SIXTH Amendment Term Commencement Date:

**C.4. SIXTH Amendment Term Commencement Date** February 1, 2018.

4. **Tenant's Building Percentage.** Effective on the SIXTH Amendment Term Commencement Date, the Tenant's Building Percentage set forth in section C.5 of the **BASIC LEASE PROVISIONS** is hereby changed to read:

**C.5. Tenant's Building Percentage:**

Tenant's Building Percentage shall be Nine and forty-two hundredth percent (09.42%)

5. **Base Rent.** The Base Rent set forth in section C.6 of the **BASIC LEASE PROVISIONS** is hereby changed according to the following schedule:

<b>Period</b>	<b>Rentable Square Feet</b>	<b>Monthly Rate Per RSF</b>	<b>Monthly Base Rent</b>
February 1, 2018 to January 31, 2019	14,485	\$3.91	\$56,636.35
February 1, 2019 to January 31, 2020	14,485	\$4.03	\$58,374.55

6. **Option To Extend.** The Conditions to Exercise of Options set forth in section 4. E.(i) and 4.E(ii) of the LEASE shall be changed upon the SIXTH Amendment Term Commencement Date to read:

**4.E(i) Conditions to Exercise of Option.** Provided that Tenant is not in default under this Lease at the time of exercise of the option to extend or at the commencement of the exercise term, Tenant shall have the right to extend the Term of the Lease for one additional period of two (2) years (the “**Seventh Extension Term**”) commencing at 12:01 a.m. on February 1, 2020 and expiring at 12:00 p.m. on January 31, 2022.

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**4.E(ii) Notice of Exercise.** If Tenant elects to extend this Lease for the Seventh Extension Term, Tenant shall deliver written notice (“**Exercise Notice**”) of its exercise of the option to extend to Landlord not earlier than 180 days and not less than 150 days prior to the SIXTH Amendment Expiration Date. Tenant’s failure to deliver the Exercise Notice in a timely manner shall be deemed a waiver of Tenant’s rights to extend the Term of the Lease.

7. **Rent.** Paragraph 5.E. (i) of the Lease is hereby amended to add the following sentence:

“The monthly Base rent during the Seventh Extension Term shall increase by three percent (3%) per annum as set forth in the following schedule:

<b>Period</b>	<b>Rentable Square Feet</b>	<b>Monthly Rate Per RSF</b>	<b>Monthly Base Rent</b>
February 1, 2020 to January 31, 2021	14,485	\$4.15	\$60,112.75
February 1, 2021 to January 31, 2022	14,485	\$4.27	\$61,850.95

8. **Miscellaneous.**

- 8.1 This SIXTH Amendment, which is hereby incorporated into and made a part of the Lease, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any further Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this SIXTH Amendment. Tenant may disclose the terms and conditions of the Lease, as amended by this SIXTH Amendment, if required by applicable law which shall include the requirements of the United States Securities and Exchange Commission.
  - 8.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
  - 8.3 In the case of any inconsistency between the provisions of the Lease, and this SIXTH Amendment, the provisions of this SIXTH Amendment shall govern and control.
  - 8.4 Submission of this SIXTH Amendment by Landlord is not an offer to enter into this SIXTH Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this SIXTH Amendment until Tenant and Landlord have executed this SIXTH Amendment and Landlord has delivered the same to Tenant.
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- 8.5 Tenant hereby represents to Landlord that Tenant has dealt with no real estate brokers or agents in connection with this SIXTH Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such real estate brokers or agents (collectively, the "**Landlord Related Parties**") harmless from all claims of any real estate brokers or agents claiming to have represented Tenant in connection with this SIXTH Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no real estate brokers or agents in connection with this SIXTH Amendment. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such real estate brokers or agents (collectively, the "**Tenant Related Parties**") harmless from all claims of any real estate brokers or agents claiming to have represented Landlord in connection with this SIXTH Amendment.
- 8.6 Each signatory of this SIXTH Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[SIGNATURES ARE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this SIXTH Amendment as of the day and year first above written.

**LANDLORD:**

**EXPONENT REALTY, L.L.C.,  
a Delaware limited liability company**

Date: 09/21/2017 By: /s/ Richard Schlenker  
Name: Richard L. Schlenker  
Title: Executive Vice President and  
Chief Financial Officer

**TENANT:**

**GERON CORPORATION,  
A Delaware corporation**

Date: 09/14/2017 By: /s/ John A Scarlett  
Name: John A. Scarlett, M.D.  
Title: Chief Executive Officer

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**EXHIBIT A**  
**PREMISES**

