

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): **January 30, 2018**

**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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Compensatory Arrangements of Certain Officers*

On January 30, 2018, the Compensation Committee of the Board of Directors (the “Board”) of Geron Corporation (the “Company”) approved: (a) annual base salaries for 2018 and (b) cash performance bonuses for 2017 for the following principal financial officer and named executive officers of the Company:

<b>Name and Current Position</b>	<b>Salary Increase (%)</b>	<b>Salary Increase (\$)</b>	<b>2018 Base Salary</b>	<b>2017 Cash Bonus</b>
Olivia K. Bloom, Executive Vice President, Finance, Chief Financial Officer and Treasurer	8.5%	\$35,000	\$445,000	\$201,100
Melissa Kelly Behrs, Executive Vice President, Business Development and Portfolio & Alliance Management	3.5%	\$13,500	\$400,000	\$189,600
Andrew J. Grethlein, Ph.D., Executive Vice President, Development and Technical Operations	3.3%	\$13,800	\$430,000	\$204,100
Stephen N. Rosenfield, J.D., Executive Vice President, General Counsel and Corporate Secretary	3.9%	\$13,360	\$356,000 <sup>(1)</sup>	\$165,800

(1) Reflects Mr. Rosenfield’s continued employment by the Company at 80% time.

On January 31, 2018, the Board approved the annual base salary for 2018 and cash performance bonus for 2017 for the following principal executive officer:

<b>Name and Current Position</b>	<b>Salary Increase (%)</b>	<b>Salary Increase (\$)</b>	<b>2018 Base Salary</b>	<b>2017 Cash Bonus</b>
John A. Scarlett, M.D., President, Chief Executive Officer and Director	3.6%	\$23,000	\$667,000	\$386,400

In addition, the Board approved, and effective January 31, 2018, the Company entered into, a second amendment to the employment agreement dated September 29, 2011 between the Company and Dr. Scarlett (“the Scarlett Second Amendment”) to increase his monthly housing allowance to not more than \$4,000 per month.

The foregoing description of the Scarlett Second Amendment is a summary of the material terms of the Scarlett Second Amendment, and is qualified in its entirety by reference to the Scarlett Second 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.

**Exhibit No. Description**

<a href="#">10.1</a>	<a href="#">Second Amendment to Employment Agreement between Geron Corporation and John A. Scarlett, effective as of January 31, 2018.</a>
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**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: February 2, 2018

By: /s/ Stephen N. Rosenfield

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

**SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT (the “**Second Amendment**”) to the Employment Agreement, including all Exhibits thereto (the “**Employment Agreement**”) by and between John A. Scarlett (“**Executive**”) and Geron Corporation, a Delaware Corporation (the “**Company**”) is made effective January 31, 2018 (the “**Second Amendment Effective Date**”). Capitalized terms used in this Second Amendment that are not otherwise defined herein shall have the meanings provided therefor in the Employment Agreement.

**WHEREAS**, the Employment Agreement was entered by the Company and Executive effective September 29, 2011;

**WHEREAS**, the Company and Executive amended the Employment Agreement pursuant to the first amendment thereto (the “**First Amendment**”), effective February 11, 2014; and

**WHEREAS**, the Company and Executive desire to further amend the Employment Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties hereto as follows:

**AGREEMENT**

1. Section 3.5 of the Employment Agreement (Housing Allowance and Reimbursement For Personal Travel) is hereby deleted in its entirety and replaced with the following:

**“3.5 Housing Allowance and Reimbursement For Personal Travel**. During Executive’s employment so long as his primary residence is located in Austin, Texas, the Company will provide Executive with reimbursement for out-of-pocket rent of not more than \$4,000 per month, subject to increase at the sole discretion of the Board (the “Housing Allowance”) actually incurred by Executive for his San Francisco Bay Area housing. In addition, during Executive’s employment so long as his primary residence is located in Austin, Texas, the Company will reimburse Executive for the actually incurred, reasonable out-of-pocket costs of his weekly commute between the San Francisco Bay Area and Austin, Texas; provided that in no event shall such amounts provided to Executive pursuant to this sentence exceed in the aggregate \$20,000 per year, subject to increase at the sole discretion of the Board. Any reimbursement pursuant to this Section 3.5 shall be subject to the Company’s policies for reimbursement as may be in place from time-to-time. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Code, such reimbursements shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Executive’s right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.”

Except as expressly set forth herein, all terms and conditions of the Employment Agreement, as amended by this Second Amendment, remain unchanged and in full force and effect.

**In Witness Whereof**, the parties have executed this Second Amendment effective as of the Second Amendment Effective Date:

**GERON CORPORATION**

By: /s/ Hoyoung Huh

Hoyoung Huh  
Chairman of the Board

Date: January 31, 2018

Accepted and agreed this 31<sup>st</sup> day of January, 2018.

/s/ John A. Scarlett

John A. Scarlett, MD