

**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): June 8, 2022

REVOLUTION MEDICINES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39219
(Commission
File Number)

47-2029180
(IRS Employer
Identification Number)

700 Saginaw Drive
Redwood City, California 94063
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (650) 481-6801

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:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	RVMD	The Nasdaq Global Select Market LLC (Nasdaq Global Select 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Following approval from the Compensation Committee of the Board of Directors of Revolution Medicines, Inc. (the “Company”) on June 8, 2022, the Company entered into an amendment (the “Goldsmith Amendment”) on June 10, 2022 to that certain employment agreement, dated December 18, 2019 between the Company and Mark Goldsmith, M.D., Ph.D., the Company’s President and Chief Executive Officer (the “Goldsmith Employment Agreement”) to increase the severance payable to Dr. Goldsmith. Under the Goldsmith Amendment, if Dr. Goldsmith is terminated without Cause or resigns for Good Reason (each, as defined in the Goldsmith Employment Agreement), in each case, during the period commencing three months prior to and ending 18 months following a change in control, the amount Dr. Goldsmith will be eligible to receive as a lump sum cash payment increased from 1.5x to 2x the sum of Dr. Goldsmith’s annual base salary and target annual bonus.

The foregoing description of the Goldsmith Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Goldsmith Amendment, which is incorporated herein by reference. A copy of the Goldsmith Amendment is filed with this report as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	First Amendment to Employment Agreement dated June 10, 2022 by and between Revolution Medicines, Inc. and Mark Goldsmith, M.D., Ph.D.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

REVOLUTION MEDICINES, INC.

Date: June 10, 2022

By: /s/ Margaret Horn
Margaret Horn, J.D.
Chief Operating Officer and General Counsel

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "**Amendment**") is entered into as of June 10, 2022, by and between Revolution Medicines, Inc. (the "**Company**") and Mark Goldsmith, M.D., Ph.D. ("**Executive**" and together with the Company, the "**Parties**").

RECITALS:

WHEREAS, the Parties entered into that certain employment agreement (the "**Agreement**") effective as of effective as of December 18, 2019; and

WHEREAS, the Parties desire to amend the Agreement to increase the severance payable to Executive in connection with a Covered Termination (as defined in the Agreement) during a Change in Control Period (as defined in the Agreement).

NOW, THEREFORE, in consideration of the promises, mutual covenants, and the agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 6(c)(i) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(i) The Company shall pay to Executive an amount equal to 2 multiplied by the sum of Executive's Annual Base Salary and Executive's target Annual Bonus. Such amount will be subject to applicable withholdings and payable in a single lump sum cash payment on the first regular payroll date following the date the Release becomes effective and irrevocable in accordance with Section 10(d)."

2. This Amendment, together with the Agreement (as amended hereby) and the Confidentiality Agreement (as defined in the Agreement), are intended by the Parties to be the final expression of their agreement with respect to the employment of Executive by the Company and supersede all prior understandings and agreements, whether written or oral, regarding Executive's service to the Company. The Parties further intend that this Amendment, together with the Agreement (as amended hereby) and Confidentiality Agreement, shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Amendment, the Agreement (as amended hereby) or the Confidentiality Agreement.

3. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "**Agreement**" in the Agreement shall include the terms contained in this Amendment.

4. This Amendment may not be modified, amended, or terminated except by an instrument in writing signed by Executive and a duly authorized representative of the Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company, as applicable, may waive compliance by the other Party with any specifically identified provision of this Amendment that such other Party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

5. This Amendment shall be governed, construed, interpreted, and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the State of California, without giving effect to any principles of conflicts of law, whether of the State of California or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction.

6. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(signature page follows)

The Parties have executed this Amendment as of the date first set forth above.

REVOLUTION MEDICINES, INC.

By: /s/ Margaret Horn

Name: Margaret Horn, J.D.

Title: Chief Operating Officer and General Counsel

EXECUTIVE

/s/ Mark Goldsmith

Name: Mark Goldsmith, M.D., Ph.D.