
**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): October 19, 2020

COGENT BIOSCIENCES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38443
(Commission
File Number)

46-5308248
(I.R.S. Employer
Identification No.)

**200 Cambridge Park Drive, Suite 2500
Cambridge, Massachusetts**
(Address of principal executive offices)

02140
(Zip Code)

Registrant's telephone number, including area code (617) 945-5576

Not Applicable
(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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, \$0.001 Par Value	COGT	The 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Employment Agreement Amendment

On October 19, 2020, Cogent Biosciences, Inc. (the “Company”) entered into an amendment to the Employment Agreement dated July 6, 2020, between the Company and John Green (the “Employment Agreement”, and such amendment the “Employment Agreement Amendment”). Pursuant to the Employment Agreement Amendment, and effective as of October 13, 2020, Mr. Green is entitled to an annual base salary of \$401,450. Mr. Green will also be eligible for annual incentive compensation targeted at 40% of his base salary. All other provisions in the Employment Agreement are unchanged and remain in full force and effect.

The foregoing description of the Employment Agreement Amendment with Mr. Green is qualified in its entirety by reference to the complete text of such agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment to Employment Agreement entered into on October 19, 2020 by and between Cogent Biosciences, Inc. and John Green.</u>

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: October 23, 2020

COGENT BIOSCIENCES, INC.

By: /s/ John Green

John Green

Chief Financial Officer

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (this “Amendment”) is entered into as of October 19, 2020 and effective as of October 13, 2020, by and between Cogent Biosciences, Inc. (formerly known as Unum Therapeutics, Inc.), a Delaware corporation (the “Company”) and John L. Green (the “Executive”)

WHEREAS, the Company and the Executive are parties to an Employment Agreement, dated as of July 6, 2020 (the “Employment Agreement”);

WHEREAS, the Company and the Executive wish to amend certain provisions of the Employment Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Employment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Executive and the Company, the parties agree as follows:

1. Section 2(a) of the Employment Agreement is hereby amended and restated in its entirety as follows:

(a) Base Salary. Beginning October 13, 2020, the Executive’s base salary shall be \$401,450. The Executive’s base salary may be redetermined annually by the Board or the Compensation Committee of the Board (the “Compensation Committee”). The base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.

2. Section 2(b) of the Employment Agreement is hereby amended and restated in its entirety as follows:

(b) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive’s initial target annual incentive compensation shall be 40% of his Base Salary. The actual amount of the Executive’s annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein, as may be provided by the Board or the Compensation Committee or as may otherwise be set forth in any applicable incentive compensation plan, to earn or receive any annual incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

3. All other provisions of the Employment Agreement, including without limitation those set forth in Sections 7 and 10 of the Employment Agreement, shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Employment Agreement except to the extent specifically provided for herein.

4. The validity, interpretation, construction and performance of this Amendment, and the Employment Agreement, as amended herein, shall be governed in accordance with Sections 8 and 9 of the Employment Agreement.

5. 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 instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

COGENT BIOSCIENCES, INC.

By: /s/ Erin Schellhammer

Name: Erin Schellhammer

Title: Chief People Officer

EXECUTIVE

/s/ John L. Green

John L. Green

Chief Financial Officer