

**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 17, 2022

**AURORA INNOVATION, INC.**  
(Exact name of registrant as specified in its charter)

Delaware	001-40216	98-1562265
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

1654 Smallman St, Pittsburgh, PA	15222
(Address of principal executive offices)	(Zip Code)

(888) 583-9506  
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.00001 per share	AUR	The Nasdaq Stock Market LLC
Redeemable warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$11.50	AUROW	The Nasdaq Stock Market LLC

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) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2).

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.**

**Named Executive Officer Compensation**

On June 17, 2022, the Compensation Committee of the Board of Directors of Aurora Innovation, Inc. (“Aurora”) approved an amendment to stock options granted under Aurora’s 2017 Equity Incentive Plan to Richard Tame, Aurora’s Chief Financial Officer, covering 375,590 shares, all of which are non-statutory stock options (the “Amendment”). The Amendment provides that Mr. Tame may pay the aggregate exercise price and satisfy any tax withholding obligations in connection with the exercise of such options by a net exercise arrangement.

Mr. Tame entered into an Amendment to Stock Option Agreement memorializing the Amendment described above. Such description of the Amendment does not purport to be complete and is qualified in its entirety by the full text of the applicable form of Amendment to Stock Option Agreement attached hereto as Exhibit 10.1 which is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

*(d) Exhibits.*

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Amendment to Stock Option Agreement entered into between Aurora Innovation, Inc. and Richard Tame.</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.

Dated: June 17, 2022

**AURORA INNOVATION, INC.**

By: /s/ Chris Urmson  
Name: Chris Urmson  
Title: Chief Executive Officer

**AURORA INNOVATION, INC.**  
**AMENDMENT TO STOCK OPTION AGREEMENT**

This Amendment to Stock Option Agreement (the “**Amendment**”) is entered into by and between Richard Tame (“**Participant**”) and Aurora Innovation, Inc. (the “**Company**”).

**WHEREAS**, the Company granted Participant stock options (each, an “**Option**”) to purchase shares of the Company’s Class A common stock under the Company’s 2017 Equity Incentive Plan (the “**Plan**”) and pursuant to the terms of a stock option agreement thereunder; and

**WHEREAS**, the Company and Participant desire to amend the applicable stock option agreement with respect to each Option listed on **Exhibit A** hereto (each, an “**Agreement**”), to permit payment of the exercise price of the vested shares subject to each such Option by net exercise and payment of the tax withholding obligations with respect to such shares by net issuance (such exercise, the “**Net Exercise**”), but only to the portion of such Option that does not qualify as an “incentive stock option” as described in Section 422 of the Internal Revenue Code of 1986, as amended (an “**ISO**”), and further provided that any Net Exercise must be in compliance with the Company’s Insider Trading Policy.

**NOW, THEREFORE**, Participant and the Company agree that each Agreement shall be amended as follows:

1. **Net Exercise and Net Issuance**. The Section entitled “**Method of Payment**” of each Agreement is hereby amended to add the following to the end of such Section:

“In addition to the foregoing methods and with respect to the portion of the Option treated as an NSO, only, Participant may also pay the aggregate Exercise Price and satisfy any tax withholding obligations in connection with such exercise by a net exercise arrangement pursuant to which the Company will reduce the number of Shares issued upon exercise by the minimum number of Shares with a Fair Market Value sufficient to pay the aggregate Exercise Price of the Exercised Shares and the tax withholding obligations (if any) of the Exercised Shares sufficient to pay the tax withholding obligations in connection with such exercise. Such net exercise and net issuance shall be permitted only in compliance with the Company’s Insider Trading Policy. For the avoidance of doubt, any portion of the Option that qualifies as an ISO may not be exercised through this net exercise.”

2. **Full Force and Effect**. To the extent not expressly amended hereby, each Agreement shall remain in full force and effect.

3. **Counterparts**. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.

4. **Governing Law**. This Amendment will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

5. **Entire Agreement**. This Amendment, together with the Agreement(s) and the Plan represent the entire agreement of the parties and shall supersede any and all previous contracts, arrangements or understandings between the parties with respect to each applicable Option.

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IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed as of the date first set forth below.

**PARTICIPANT AURORA INNOVATION, INC.**

/s/ Richard Tame                      /s/ Chris Urmson  
Signature      Signature

Richard Tame      Chris Urmson  
Print Name      Print Name

June 17, 2022      Chief Executive Officer  
Date      Print Title

June 17, 2022  
Date

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**EXHIBIT A**

**Amended Options to Allow Net Exercise**

<b>Grant Date</b>	<b>Exercise Price</b>	<b>Outstanding NSO Shares subject to Option</b>
7/15/2020	\$1.46	375,590