

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

Rigetti Computing, Inc.
(Name of Issuer)

Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

76655K 103
(CUSIP Number)

Chad Rigetti
c/o Rigetti Computing, Inc.
775 Heinz Avenue
Berkeley, CA 94710
(510) 210-5550

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 30, 2022

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("*Exchange Act*") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 76655K 103

1.	Names of Reporting Persons.	
	Chad Rigetti	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input type="checkbox"/>
	(b)	<input type="checkbox"/>
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	United States	
	7. Sole Voting Power	
Number of	8,139,269⁽¹⁾	
Shares		
Beneficially	8. Shared Voting Power	
Owned by	0	
Each	9. Sole Dispositive Power	
Reporting	8,139,269⁽¹⁾	
Person With	10. Shared Dispositive Power	
	0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	8,139,269⁽¹⁾	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	6.5%⁽²⁾	
14.	Type of Reporting Person (See Instructions)	
	IN	

(1) Includes (i) 603,398 shares issuable upon vesting of restricted stock units ("RSUs") and (ii) 2,615,128 shares issuable upon exercise of options which are exercisable or vest, in each case, within 60 days of August 31, 2022.

(2) This percentage is calculated based upon 121,328,704 shares of common stock outstanding as of August 31, 2022.

INTRODUCTION

This Amendment No. 2 to Schedule 13D (“Amendment No. 2”) is being filed as an amendment to the statement on Schedule 13D relating to common stock, par value \$0.0001 per share (the “Common Stock”) of Rigetti Computing, Inc., a Delaware corporation (the “Issuer”), as filed with the Securities and Exchange Commission (the “SEC”) on March 14, 2022, as amended on August 20, 2022 (the “Prior Schedule 13D”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to the terms in the Prior Schedule 13D. The Prior Schedule 13D is hereby amended and supplemented as follows and, except as expressly amended below, the Prior Schedule 13D remains in full force and effect.

Item 4. Purpose of the Transaction

Item 4 of the Prior Schedule 13D is hereby amended and restated in its entirety as follows:

The Reporting Person has acquired, and holds, the shares of Common Stock in connection with his position as Chief Executive Officer of the Issuer. From time to time, the Reporting Person may acquire beneficial ownership of additional shares of Issuer Common Stock as compensation, by purchase or otherwise, including (a) pursuant to the vesting or exercise of outstanding stock options or restricted stock units currently owned by the Reporting Person or (b) upon receipt from the Issuer of future compensatory equity incentive awards for which the Reporting Person qualifies, including, but not limited to, awards of Issuer Common Stock, options to purchase shares of Issuer Common Stock, and restricted stock units for Issuer Common Stock. In addition, from time to time, the Reporting Person may determine to dispose of all or a portion of the shares of Issuer Common Stock which are beneficially owned by the Reporting Person and over which the Reporting Person has investment power.

On August 30, 2022, the Reporting Person entered into a 10b5-1 plan (the “10b5-1 Plan”) in accordance with Rule 10b5-1 promulgated under the Exchange Act pursuant to which Piper Sandler & Co. (the “Broker”) has been appointed to sell up to 1,600,000 shares of Common Stock of the Issuer, subject to certain conditions and restrictions including, among others, price- and volume-based parameters. Sales pursuant to the 10b5-1 Plan are expected to commence on December 1, 2022 and would be completed by August 31, 2023. See Item 6 for further information.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the full text of the 10b5-1 Plan, which is filed as an exhibit to this Amendment No. 2 and incorporated by reference herein.

Other than as described above in this Item 4 and Item 6, the Reporting Person does not have any present plans or proposals that relate to, or would result in, any actions or events specified in clauses (a) through (j) of Item 4 to Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 5 of the Prior Schedule 13D is hereby amended and restated in its entirety as follows:

- (a) The Reporting Person beneficially owns 8,139,269 shares of Common Stock of the Issuer, which represents 6.5% of the Issuer’s Common Stock outstanding as of August 31, 2022, based on 121,328,704 shares of Common Stock outstanding as of August 31, 2022.
- (b) The Reporting Person has sole power to vote or direct the vote, and dispose or direct the disposition, of all of the shares of Common Stock that he beneficially holds.
- (c) On June 10, 2022, the Reporting Person received awards of 3,192,144 RSUs in the aggregate and 45,000 shares of Common Stock pursuant to a stock award pursuant to the Rigetti Computing, Inc. 2022 Equity Incentive Plan (the “2022 Plan”). As previously reported on Forms 4, on June 14, 2022, June 15, 2022 and June 16, 2022, 132,224 shares, 256,574 shares and 49,824 shares, respectively, of Common Stock of the Issuer were sold at a weighted average price of \$4.43, \$4.45 and \$4.56 per share respectively, pursuant to nondiscretionary sell to cover transactions to satisfy tax withholding obligations in connection with the settlement of RSUs granted pursuant to the Rigetti & Co, Inc. 2013 Equity Incentive Plan, as amended (the “2013 Plan”). On August 20, 2022, the Reporting Person received an aggregate of 1,049,020 shares of Common Stock upon the settlement of RSUs granted pursuant to the 2013 Plan and the 2022 Plan. As previously reported on Forms 4, between August 22, 2022 and August 29, 2022, an aggregate of 615,550 shares of Common Stock of the Issuer were sold pursuant to nondiscretionary sell to cover transactions to satisfy tax withholding obligations in connection with the settlement of RSUs granted pursuant to the 2013 Plan and the 2022 Plan.

On August 30, 2022, the Reporting Person entered into the 10b5-1 Plan in accordance with Rule 10b5-1 promulgated under the Exchange Act pursuant to which the Broker has been appointed to sell up to 1,600,000 shares of Common Stock of the Issuer, subject to certain conditions and restrictions including, among others, price- and volume-based parameters. Sales pursuant to the 10b5-1 Plan are expected to commence on December 1, 2022 and would be completed by August 31, 2023. In accordance with Rule 10b5-1, the Reporting Person will have no discretion over the sales of his shares of Common Stock under the 10b5-1 Plan.

As of August 31, 2022, the Reporting Person beneficially owned 8,139,269 shares of Common Stock, including (i) 603,398 shares issuable upon vesting of RSUs and (ii) 2,615,128 shares issuable upon exercise of options which are exercisable or vest, in each case, within 60 days of August 31, 2022 (13,030,146 shares of Common Stock on a fully diluted basis, including (i) 4,626,393 shares issuable upon settlement of RSUs and (ii) 3,483,010 shares issuable upon exercise of options, irrespective of whether such RSUs and options are vested as of August 31, 2022 or will become vested within 60 days of August 31, 2022, excluding any future sales, and assuming no forfeitures or award expirations). If the maximum number of shares is sold pursuant to the 10b5-1 Plan, such sales would represent approximately 12.3% of the 13,030,146 shares of Common Stock on a fully diluted basis. It is anticipated that the 10b5-1 Plan should allow Mr. Rigetti to diversify a portion of his portfolio in order to assist in the payment of taxes in connection with settlement of equity awards from the Issuer and to support his long-term financial planning. The 10b5-1 Plan and the amount and percentage of Mr. Rigetti’s holdings that may be sold pursuant to the 10b5-1 Plan are not inclusive of expected nondiscretionary sales to cover taxes in connection with the vesting and settlement of RSUs that are separately required by the Issuer.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the full text of the 10b5-1 Plan, which is filed as an exhibit to this Amendment No. 2 and incorporated by reference herein. Except for the foregoing, the Reporting Person has not engaged in any transactions in the Common Stock in the sixty days preceding the date hereof.

- (d) To the knowledge of the Reporting Person, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock beneficially owned by the Reporting Person.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Prior Schedule 13D is hereby amended and supplemented by adding the following paragraph at the end of Item 6:

10b5-1 Plan

Items 4 and 5 above summarize certain provisions of the 10b5-1 Plan and are incorporated herein by reference. A copy of the 10b5-1 Plan is attached as an exhibit to this Amendment No. 2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Prior Schedule 13D is hereby amended and supplemented by adding the following at the end of Item 7:

E.* 10b5-1 Plan, dated August 30, 2022.

* Certain schedules to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule will be furnished to the SEC upon request.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 31, 2022

/s/ Chad Rigetti

CHAD RIGETTI

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Attention: Intentional misstatements or omissions of fact
constitute Federal criminal violations (See 18 U.S.C. 1001)**

**Rigetti Computing, Inc. Stock Sale Plan for
Chad Rigetti**

This Stock Sale Plan (this “Plan”) is entered into this 30th day of August, 2022 (“Adoption Date”) between Chad Rigetti (the “Participant”) and Piper Sandler & Co. (the “Broker”).

Recitals

The Participant desires to establish this Plan to sell shares of common stock (the “Stock”), of Rigetti Computing, Inc. (the “Issuer”).

The Participant desires to engage the Broker to effect sales of shares of the Stock in accordance with this Plan.

The Stock is principally traded on the NASDAQ Capital Market Consolidated Exchange (the “Exchange”).

Agreement

Therefore, the Participant and the Broker hereby agree as follows:

1. The Broker shall use its best efforts, consistent with ordinary principles of best execution, to effect planned transactions in the Stock (each, a “Planned Transaction”) pursuant to the instructions set forth on Schedule A (the “Instructions”) commencing on the date set forth in the Instructions which is no earlier than the later of (i) the termination of the next quarterly blackout period following the Adoption Date and (ii) 90 days after the Adoption Date; provided that, if a regularly scheduled trading black-out to which the Participant is subject commences within 15 days of the Adoption Date, the first trade shall not occur until after such black-out has ended.

Subject to the Instructions, the Broker shall in its sole discretion choose the time(s) at which Planned Transaction(s) shall occur, whether to effect a Planned Transaction in bulk sales or smaller increments depending on market demand and the price at which any Planned Transaction is effected. All shares shall be traded on a not-held basis. The sale of the Stock pursuant to this Plan shall be executed by the Broker without prior consultation with or notice to the Participant. If any of the Instructions, either read separately or read in conjunction with the rest of this Plan, would result in conflicting, ambiguous or confusing directions, the Participant hereby authorizes the Broker to use its discretion to effect that portion of the Instructions as the Broker so determines.

2. This Plan shall become effective on the date hereof and shall terminate as described in Schedule A. Notwithstanding the provisions in Schedule A, the Participant may terminate this Plan at any time by providing written notice of termination prior to the requested date of termination.

3. The Participant understands that if the Broker is not able to effect part or all of a Planned Transaction due to a market disruption or a legal, regulatory, or contractual restriction applicable to the Broker or due to the exercise of any time/price discretion granted to the Broker under this Plan, then such Planned Transaction shall be suspended during such event. The Broker shall effect such Planned Transaction, or part thereof, as promptly as practical after the cessation or termination of such market disruption, applicable restriction, or other event, provided that no such Planned Transaction shall be effected after the termination of this Plan.

4. The Participant represents and warrants that he or she:

(a) is not currently aware of any material nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) and during the term of the Plan will not, directly or indirectly, communicate any material nonpublic information relating to the stock or the Issuer to any employee of the Broker other than an investment banking employee;

(b) is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from conducting the Planned Transactions in accordance with this Plan;

(c) is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of SEC Rule 10b5-1;

(d) owns free and clear of any liens, claims, encumbrances or other restrictions the shares of Stock to be sold under this Plan subject, in the case of shares of Stock underlying stock options to be exercised pursuant to this Plan, only to the compliance by the Participant with the exercise provisions of such options;

(e) [check one] is is not an affiliate of the Issuer for purposes of SEC Rule 144; and

(f) is currently able to purchase and sell shares of Stock in accordance with the Issuer’s insider-trading policies and has obtained the approval of the Issuer’s General Counsel (or other appropriate compliance officer) to enter into this Plan at this time which approval is evidenced below by the Issuer’s acknowledgement hereof.

Check this box if the Participant is using funds from a trust for the benefit of the Participant or the Participant’s family members to exercise stock options to acquire the shares of Stock to be sold under this Plan. By checking this box, the Participant represents that he or she has the right under the terms of the stock option to exercise the stock option in such manner.

5. The Participant shall immediately notify the Broker if the Participant becomes subject to a legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from making Planned Transactions under this Plan, and, in such a case, the Participant and the Broker shall cooperate to amend or otherwise revise this Plan to take account of the restriction or undertaking (but neither party shall be obligated to take any action that would be inconsistent with SEC Rule 10b5-1(c)).

6. It is the parties’ intent that this Plan comply with the requirements of SEC Rule 10b5-1(c)(1) and this Plan shall be interpreted to comply with the requirements thereof. Any provision of this Plan that cannot be construed in accordance with Rule 10b5-1(c) shall be void.

7. SEC Rule 144 is not available for the resale of securities initially issued by shell companies or issuers that have been at any time previously a shell company until certain conditions are met and, as a result, SEC Rule 144 is not available for resales of any Issuer securities until after March 2, 2023. Prior to March 2, 2023, the shares of Stock to be sold under this Plan are registered for resale by Participant pursuant to a prospectus that forms a part of a registration statement on Form S-1 under the Securities Act (No. 333-263798) (the “S-1 Resale Prospectus”). Unless the offer and sale of the shares of Stock are registered on a registration statement under the Securities Act of 1933, as

amended (the "Securities Act"), (a) if the Participant is an "affiliate" of the Issuer for purposes of SEC Rule 144, as represented by the Participant above, then the Broker agrees to conduct all Planned Transactions in accordance with the manner-of-sale requirement of Rule 144, and in no event shall the Broker effect any such Planned Transaction if it would exceed the then-applicable volume limitation under Rule 144, assuming that the sales under this Plan are the only sales subject to that limitation, and (b) the Participant agrees not to take, and agrees to cause any person or entity with which he or she would be required to aggregate sales of Stock under Rule 144 not to take, any action that would cause any such sale not to comply with Rule 144. As a courtesy to Participant, Broker shall prepare and, subject to review by Participant's counsel if requested by the Broker, file one Form 144 at the beginning of each three-month period, commencing with the first sale, covering the estimated number of shares of Stock to be sold pursuant to this Plan during such three-month period. Participant hereby grants Broker a power of attorney to complete and/or file on behalf of Participant any required Forms 144. With respect to shares of Stock, the offer and sale of which are registered on a registration statement under the Securities Act, the Broker agrees to comply with any applicable prospectus delivery requirements related thereto and the Broker further acknowledges that the shares of Stock subject to the Planned Transaction are currently so registered.

8. The Participant acknowledges that the Issuer may suspend the Planned Transactions at such times and for such periods as may be advisable to ensure compliance with, among other things, applicable securities laws and regulations, rules of the Exchange, or contractual or accounting requirements in connection with acquisitions or dispositions by the Issuer or the Issuer's purchases or sales of its securities. Any such suspension shall be communicated to the Broker in writing by the Issuer's General Counsel or other appropriate compliance officer and shall contain an acknowledgment that such suspension is being made in accordance with Rule 10b5-1(c).

9. The Broker agrees not to use any information about the Planned Transactions in connection with purchases or sales of, or trading in, any securities of the Issuer, or derivative securities thereof, or provide other people with such information or recommend that other people buy or sell securities based upon such information.

10. The Participant agrees to make, or to assist the Issuer in making, all filings required under Sections 13(d) and 16 of the Securities Exchange Act of 1934 (e.g., Forms 4 and 5) with respect to the Planned Transactions. The Broker shall have no responsibility for any such filings. However, as a courtesy to the Participant, the Broker shall notify the designated individuals of the Issuer of the relevant trade details of any Planned Transaction no later than 24 hours from the date of execution of such Planned Transaction. The Broker will notify the following designated individual(s) by email:

Sarah Sellers

Rupa Briggs

11. All share numbers and dollar amounts set forth in this Plan shall automatically be adjusted to reflect stock splits, stock dividends, and similar events occurring after the date hereof.

12. The Participant may trade in securities of the Issuer in addition to the Planned Transaction, provided that the Participant complies with the insider-trading policies of the Issuer and applicable regulatory requirements and the Participant does not enter into or alter a corresponding or hedging transaction or position with respect to the Planned Transactions. The Participant agrees to promptly notify the Broker of any transaction in the Stock by the Participant other than a Planned Transaction pursuant to this Plan.

13. This Plan may be amended only by a writing executed by the Participant and the Broker that is acknowledged by the Issuer. Any such writing shall contain the Participant's representation that he or she knows of no material nonpublic information regarding the Issuer or any of its securities (including the Stock) as of the date thereof.

IN WITNESS WHEREOF, the undersigned have signed this Plan as of the date first written above.

Chad Rigetti

/s/ Chad Rigetti

By: Chad Rigetti

Piper Sandler & Co.

/s/ Thomas E. Wright

By: Thomas E. Wright

Its: Managing Director

Acknowledged by:

Rigetti Computing, Inc.

By: /s/ Rick Danis

Its: General Counsel
