
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): **May 1, 2014**

Heat Biologics, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other jurisdiction of incorporation)

001-35994

(Commission File Number)

26-2844103

(IRS Employer Identification No.)

**801 Capitola Drive, Bay 12
Durham, NC 27713**

(Address of principal executive offices and zip code)

(919) 240-7133

(Registrant's telephone number including area code)

**100 Europa Drive
Chapel Hill, NC 27517**

(Former Name and Former Address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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(b) 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))
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Item 1.01. – Entry into a Material Definitive Agreement

On May 1, 2014, the Company entered into an amendment to its Employment Agreement with Matthew Czajkowski dated May 15, 2013, as amended on January 20, 2014, to increase his base salary to \$180,000 to reflect the fact that Mr. Czajkowski has increased the time he devotes to providing services to the Corporation from 50% to 80% of his professional time.

This summary description does not purport to be complete and is subject to, and qualified in its entirety by reference to the Czajkowski Amendment, which is attached as Exhibit 10.1 to this Form 8-K and are incorporated herein by reference.

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

See Item 1.01 for a description of the amendment to the Employment Agreement with Matthew Czajkowski.

Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are being filed as part of this Report.

Exhibit Number	Description
<u>10.1</u>	Amendment to Employment Agreement between the Company and Matthew Czajkowski dated May 1, 2014

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.

Dated: May 7, 2014

HEAT BIOLOGICS, INC.

By: /s/ Jeffrey Wolf
Name: Jeffrey Wolf
Title: Chief Executive Officer



EXHIBIT INDEX

**Exhibit
Number**

Description

[10.1](#)

Amendment to Employment Agreement between the Company and Matthew Czajkowski dated May 1, 2014

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") dated the 1st day of May, 2014 to the Employment Agreement, dated May 15, 2013 (the "Employment Agreement"), as amended on January 20, 2014, by and between Heat Biologics, Inc. (the "Company") and Matthew Czajkowski ("Executive"). Capitalized terms used herein without definition shall have the meanings assigned in the Employment Agreement.

WHEREAS, Employee was retained under the Employment Agreement by the Corporation to serve as its Chief Financial Officer; and

WHEREAS, the Corporation desires to amend the base salary set forth in the Employment Agreement to reflect the fact that Employee has been devoting 80% of his professional time to providing services to the Corporation.

NOW THEREFORE, for the mutual promises contained herein and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Employment Agreement as follows:

1. Commencing May 1, 2014, the Base Salary of One Hundred Thirty Five Thousand Dollars (\$135,000) set forth in Section 3(a) of the Employment Agreement, as amended, shall be increased to One Hundred Eighty Thousand Dollars (\$180,000).

2. The reference to 50% in Section 3(c) shall be increased to 80%.

3. The provisions of this Amendment are severable and if any part or it is found to be unenforceable the other paragraphs shall remain fully valid and enforceable.

4. All other terms of the Employment Agreement shall remain in full force and effect. The Employment Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

6. This Amendment is made and shall be construed and performed under the laws of the State of North Carolina without regard to its choice or conflict of law principles and the parties agree to North Carolina as the exclusive venue for any disputes arising hereunder.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

HEAT BIOLOGICS, INC.

By: /s/ Jeffrey Wolf
Name: Jeffrey Wolf
Title: President and Chief Executive Officer

/s/ Matthew Czajkowski
MATTHEW CZAJKOWSKI