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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): **January 12, 2015**

**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  
Durham, NC 27713**

*(Address of principal executive offices and zip code)*

**(919) 240-7133**

*(Registrant's telephone number including area code)*

**N/A**

*(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 January 12, 2015, Heat Biologics, Inc. (the “Company”) entered into an amendment to its Employment Agreement with Anil K. Goyal, Ph.D., the Company’s Vice President of Business Development, dated March 3, 2014 (the “Schreiber Amendment”), to increase Dr. Goyal’s annual base salary to \$255,000.

On January 12, 2015, the Company entered into an amendment to its Employment Agreement with Melissa Price, Ph.D., the Company’s Vice President of Clinical and Regulatory Affairs, dated October 1, 2013, as amended on January 20, 2014 (the “Price Amendment”), to increase Dr. Price’s annual base salary to \$250,000.

On January 12, 2015, the Company entered into an amendment to its Employment Agreement with Taylor Schreiber, M.D., Ph.D., the Company’s Vice President of Research, dated March 3, 2014 (the “Schreiber Amendment”), to increase Dr. Schreiber’s annual base salary to \$250,000.

The foregoing summary descriptions of the Goyal Amendment, the Price Amendment and the Schreiber Amendment do not purport to be complete and are subject to, and qualified in their entirety by reference to, the full text of such documents that are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on 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 Goyal Amendment, the Price Amendment and the Schreiber Amendment. The information set forth in Item 1.01 is hereby incorporated by reference into this Item 5.02.

In addition, on January 12, 2015, the Company’s named executive officers were awarded the following 2014 year-end bonus compensation: Jeffrey A. Wolf, the Company’s Chief Executive Officer, was granted options to purchase 12,500 shares of the Company’s common stock (the “Common Stock”) and received a cash bonus in the amount of \$127,500; Dr. Goyal was granted options to purchase 12,500 shares of Common Stock and received a cash bonus in the amount of \$49,500; Dr. Price received a cash bonus in the amount of \$47,250; and Dr. Schreiber was granted options to purchase 10,000 shares of Common Stock and received a cash bonus in the amount of \$39,483. The stock options granted have an exercise price of \$4.53, which is the closing price of the Common Stock on the grant date (January 12, 2015), vest immediately, pro rata, on a monthly basis, over a four (4) year period and expire ten (10) years from the date of the grant, unless terminated earlier. The stock options were granted pursuant to the Company’s 2014 Stock Incentive Plan and the Company’s existing registration statement on Form S-8 for the 2014 Stock Incentive Plan.

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

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	Amendment to Employment Agreement between the Company and Anil K. Goyal, Ph.D., dated January 12, 2015
<a href="#"><u>10.2</u></a>	Amendment to Employment Agreement between the Company and Melissa Price, Ph.D., dated January 12, 2015
<a href="#"><u>10.3</u></a>	Amendment to Employment Agreement between the Company and Taylor Schreiber, M.D., Ph.D., dated January 12, 2015

**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: January 16, 2015

HEAT BIOLOGICS, INC.

By: /s/ Jeffrey A. Wolf  
Name: Jeffrey A. Wolf  
Title: Chairman, President and Chief Executive Officer

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## EXHIBIT INDEX

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<a href="#"><u>10.2</u></a>	Amendment to Employment Agreement between the Company and Melissa Price, Ph.D., dated January 12, 2015
<a href="#"><u>10.3</u></a>	Amendment to Employment Agreement between the Company and Taylor Schreiber, M.D., Ph.D., dated January 12, 2015

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (this "Amendment") dated the 12th day of January, 2015 to the Employment Agreement, dated December 16, 2013 (the "Agreement") by and between Heat Biologics, Inc. (the "Corporation") and Anil Goyal, Ph.D. ("Executive"). Capitalized terms used herein without definition shall have the meanings assigned in the Agreement.

**WHEREAS**, Employee was retained under the Agreement by the Corporation to serve as its Vice President of Business Development; and

**WHEREAS**, the Corporation desires to amend the base salary set forth in the Agreement.

**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 Agreement as follows:

1. The Base Salary of Two Hundred Twenty Thousand Dollars (\$220,000) set forth in the Agreement is hereby deleted and replaced with a Base Salary of Two Hundred Fifty Five Thousand Dollars (\$255,000).

2. 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.

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

4. 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.

5. This Amendment is made and shall be construed and performed under the laws of the remaining provisions will nevertheless continue to be valid and enforceable. 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/ Anil Goyal, Ph.D.  
**ANIL GOYAL, PH.D.**

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (this "Amendment") dated the 12th day of January, 2015 to the Employment Agreement, dated October 1, 2013, as amended on January 20, 2014 (the "Agreement") by and between Heat Biologics, Inc. (the "Corporation") and Melissa Price, Ph.D. ("Executive"). Capitalized terms used herein without definition shall have the meanings assigned in the Agreement.

**WHEREAS**, Employee was retained under the Agreement by the Corporation to serve as its Vice President of Clinical and Regulatory Affairs; and

**WHEREAS**, the Corporation desires to amend the base salary set forth in the Agreement.

**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 Agreement as follows:

1. The Base Salary of Two Hundred Ten Thousand Dollars (\$210,000) set forth in the Agreement is hereby deleted and replaced with a Base Salary of Two Hundred Fifty Thousand Dollars (\$250,000).
2. 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.
3. All other terms of the Agreement shall remain in full force and effect. The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.
4. 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.
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**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/ Melissa Price, Ph.D.  
**MELISSA PRICE, PH.D.**

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (this "Amendment") dated the 12th day of January, 2015 to the Employment Agreement, dated March 3, 2014 (the "Agreement") by and between Heat Biologics, Inc. (the "Corporation") and Taylor Schreiber, M.D., Ph.D. ("Executive"). Capitalized terms used herein without definition shall have the meanings assigned in the Agreement.

**WHEREAS**, Employee was retained under the Agreement by the Corporation to serve as its Vice President of Research; and

**WHEREAS**, the Corporation desires to amend the base salary set forth in the Agreement.

**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 Agreement as follows:

1. The Base Salary of Two Hundred Ten Thousand Dollars (\$210,000) set forth in the Agreement is hereby deleted and replaced with a Base Salary of Two Hundred Fifty Thousand Dollars (\$250,000).

2. 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.

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

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**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/ Taylor Schreiber, M.D., Ph.D.  
**TAYLOR SCHREIBER, M.D., PH.D.**