
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 22, 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 June 22, 2015, Heat Biologics, Inc. (the “Company”) and certain of its subsidiaries entered into the First Amendment (the “Amendment”) to that certain Loan and Security Agreement with Square 1 Bank (the “Bank”), dated as of August 22, 2014 (the “Agreement”), which amended the following defined terms in Exhibit A to the Agreement, such that: (i) the Tranche III Funding Condition means Bank’s receipt on or before June 30, 2015 of evidence satisfactory to the Bank of the initiation of the Company’s Phase 1B trial for lung cancer indication; (ii) the Tranche IV Availability End Date is December 31, 2015; and (iii) the Tranche IV Funding Condition means Bank’s receipt on or before December 31, 2015 of evidence satisfactory to the Bank of full enrollment of Company’s Phase 1/2 clinical trial for HS-410. This brief summary does not purport to be complete and is subject to, and qualified in its entirety by reference to the First Amendment to Loan And Security Agreement which is attached as Exhibit 4.1 to this Form 8-K and is incorporated herein by reference.

Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits.

The following exhibit is being filed as part of this Report.

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Amendment to Loan and Security Agreement with Square 1 Bank dated June 22, 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: June 24, 2015

HEAT BIOLOGICS, INC.

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



EXHIBIT INDEX

Exhibit Number	Description
4.1	First Amendment to Loan and Security Agreement with Square 1 Bank dated June 22, 2015

**FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This First Amendment to Loan and Security Agreement (the "**Amendment**"), is entered into as of June 22, 2015, by and among SQUARE 1 BANK ("**Bank**") and HEAT BIOLOGICS, INC., HEAT BIOLOGICS I, INC., HEAT BIOLOGICS III, INC., and HEAT BIOLOGICS IV, INC. (individually and collectively referred to as "**Borrower**").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of August 22, 2014 (as amended from time to time, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1) The following defined terms in Exhibit A to the Agreement are hereby amended and restated, as follows:

“Tranche III Funding Condition” means Bank’s receipt, on or before June 30, 2015, of evidence satisfactory to Bank of the initiation of Borrower’s Phase 1B trial for lung cancer indication.

“Tranche IV Availability End Date” means December 31, 2015.

“Tranche IV Funding Condition” means Bank’s receipt, on or before December 31, 2015, of evidence satisfactory to Bank of full enrollment of Borrower’s Phase 1/2 clinical trial for HS-410.

- 2) Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.
- 3) Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment.
- 4) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

- 5) As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
- a) this Amendment, duly executed by each Borrower;
 - b) payment of a \$3,000 facility fee, which may be debited from any of Borrower's accounts;
 - c) payment of all Bank Expenses, including Bank's expenses for the documentation of this Amendment and any related documents, and any UCC, good standing or intellectual property search or filing fees, which may be debited from any of Borrower's accounts; and
 - d) such other documents and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HEAT BIOLOGICS, INC.

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

SQUARE 1 BANK

By: /s/ Lan Zhn
Name: Lan Zhn
Title: Client Manager

HEAT BIOLOGICS I, INC.

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

HEAT BIOLOGICS III, INC.

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

HEAT BIOLOGICS IV, INC.

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

[Signature Page to First Amendment to Loan and Security Agreement]