
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): **December 30, 2016**

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 2, 2017, Heat Biologics, Inc. (the “Company”) approved the entry into a four-year employment agreement, effective as of January 1, 2017, with Jeff T. Hutchins, Ph.D. (the “Hutchins Employment Agreement”), who was appointed to serve as the Chief Scientific Officer and Senior Vice President of Pre-Clinical Development of the Company. The Company announced Dr. Hutchins’ appointment in a press release issued by the Company on January 4, 2017, which is attached to this Current Report on Form 8-K as Exhibit 99.1.

Pursuant to the Hutchins Employment Agreement, Dr. Hutchins will be entitled to an annual base salary of \$305,000 and will be eligible for discretionary performance bonus payments of twenty-five percent (25%) of his base salary. Additionally, the Company granted Dr. Hutchins an option to purchase 200,000 shares of the Company’s common stock (the “Common Stock”), with an exercise price equal to \$0.88 per share. These options will vest pro rata, on a monthly basis, over forty-eight months.

If Dr. Hutchins’ employment is terminated for any reason, he or his estate as the case may be, will be entitled to receive the accrued base salary, vacation pay, expense reimbursement and any other entitlements accrued by him to the extent not previously paid (the “Accrued Obligations”); provided, however, that if his employment is terminated by the Company without Just Cause (as defined in the Hutchins Employment Agreement) then in addition to paying the Accrued Obligations, (i) the Company shall continue to pay his then current base salary for a period of six (6) months; and (ii) the vesting on all unvested options shall be accelerated so that all options shall become fully vested. If his employment is terminated within one year of a Change of Control (as defined in the Company’s Amended and Restated 2014 Stock Incentive Plan), he will be paid his then current base salary for a period of nine (9) months.

On January 2, 2017, the Company approved an amendment, effective January 1, 2017, to its Employment Agreement with Jeffrey Wolf, initially dated December 18, 2009, as amended on January 20, 2014, January 11, 2016 and April 1, 2016 (the “Wolf Amendment”) to provide for a 3% cost of living adjustment to Mr. Wolf’s annual base salary. Mr. Wolf serves as the Company’s Chairman, Chief Executive Officer and President. In addition, on January 2, 2017, the Company approved an amendment, effective January 1, 2017, to its Employment Agreement with Ann Rosar, initially effective as of April 5, 2016, to increase Ms. Rosar’s annual base salary from \$160,000 to \$200,000. Ms. Rosar serves as the Company’s Vice President of Finance, Controller and Secretary.

The Wolf Amendment and the Rosar Amendment were also amended to include a provision that provides the Company’s Board of Directors (the “Board”) or a committee thereof the authority and discretion to review and adjust on an annual basis the annual base salary of each of Mr. Wolf and/or Ms. Rosar in an amount that reflects the current rate of inflation.

The information contained in this Item 1.01 regarding the Wolf Amendment, the Rosar Amendment and the Hutchins Employment Agreement is qualified in its entirety by the copy of each of these agreements attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

As described elsewhere in this Current Report on Form 8-K, Dr. Hutchins replaced Taylor Schreiber, M.D., Ph.D., who resigned as the Company’s Chief Scientific Officer on December 31, 2016, and will now serve as the Chairman of the Company’s Scientific and Clinical Advisory Board. Dr. Schreiber’s employment agreement was terminated pursuant to its terms upon his resignation from the Company and was not due to any disagreement related to the Company’s operations, policies or practices.

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 Wolf Amendment, the Rosar Amendment and the Hutchins Employment Agreement. The information set forth in Item 1.01 is hereby incorporated by reference into this Item 5.02.

On December 30, 2016, the Board awarded Mr. Wolf: (i) options to purchase 75,000 shares of Common Stock, which options expire in 10 years and have an exercise price of \$0.86 per share, and (ii) 75,000 restricted stock units, subject to the terms and conditions of the Company's Restricted Stock Unit Award Agreement, the form of which is attached hereto at Exhibit 10.4. In addition, on January 2, 2017, the Board awarded: (i) Mr. Wolf (a) options to purchase 125,000 shares of Common Stock, which options expire in 10 years and have an exercise price of \$0.88 per share, and (b) 125,000 restricted stock units, and Ms. Rosar (A) options to purchase 70,000 shares of Common Stock, which options expire in 10 years and have an exercise price of \$0.88 per share, and (B) 70,000 restricted stock units. Each restricted stock unit awarded to Mr. Wolf and Ms. Rosar represents the right to receive one share of Common Stock on the applicable vesting date. These restricted stock units vest pro rata over a three-year period, beginning on the grant date, subject in certain cases to, among other things, the recipient's continued employment by the Company or service on the vesting date. As such, the restricted stock units awarded to Mr. Wolf and Ms. Rosar vest as follows: (i) one-fourth vest on the date of the grant; (ii) an additional one-fourth vest on the first anniversary of the date of the grant; (iii) an additional one-fourth vest on the second anniversary of the date of the grant; and (iv) the final one-fourth vest on the third anniversary of the date of the grant.

These awards were in addition to a year end cash bonus in the amount equal to each of their target bonus amount per the terms of their employment agreements. The description of the restricted stock units is qualified in its entirety by reference to the terms and conditions of the form of Restricted Stock Unit Award Agreement thereunder, a copy of which is attached hereto at Exhibit 10.4. The options awarded to Mr. Wolf and Ms. Rosar are exercisable for a period of ten years from the grant date and vest monthly on a pro rata basis over a four-year period of time and have an exercise price as set forth above.

In addition, on January 2, 2017, the Board awarded the following equity compensation to the non-executive members of the Board and its Committees: John K.A. Prendergast, Ph.D., was awarded options to purchase 180,000 shares of the Common Stock, John Monahan, Ph.D., was awarded options to purchase 90,000 shares of the Common Stock, and Edward B. Smith, III was awarded options to purchase 90,000 shares of the Common Stock. Each option issued to a non-executive members of the Board is exercisable for a period of ten years from the grant date and vest in full on the one-year anniversary of the date of grant and have an exercise price of \$0.88 per share.

As stated above, Dr. Hutchins was appointed as Chief Scientific Officer and Senior Vice President of Pre-Clinical Development of the Company, effective January 1, 2017. Dr. Hutchins replaces Dr. Schreiber who resigned as the Company's Chief Scientific Officer on December 31, 2016 and will now serve as the Chairman of the Company's Scientific and Clinical Advisory Board.

Dr. Hutchins, age 58, brings over 24 years of experience with both large pharmaceutical and biotechnology start-up research and clinical development. Most recently and since 2012, Mr. Hutchins served as Vice President of Preclinical Research for Peregrine Pharmaceuticals, Inc., a biopharmaceutical company developing therapeutics to fight cancer and infectious diseases. From 2001 until 2012, Dr. Hutchins served as Vice President, Preclinical Research and Development of Inhibitex, Inc. which was acquired by Bristol-Myers Squibb. From 1991 to 2001, Dr. Hutchins held several senior scientist positions in Discovery Research at Burroughs Wellcome and Glaxo Wellcome, with a visiting professor appointment at Rush Medical College. Dr. Hutchins earned a B.S. in Biology from Oral Roberts University, a Ph.D. in Biomedical Sciences from the University of Texas, Health Science Center at Houston's Graduate School of Biomedical Sciences at the M.D. Anderson Hospital and Cancer Center and conducted postdoctoral training in the University of Southern California's Department of Microbiology at the Norris Cancer Center. Dr. Hutchins' publications and patents span the fields of oncology, infectious disease, osteoarthritis and immunology.

There are no family relationships between Dr. Hutchins and any director, executive officer or person nominated or chosen by the Company to become as director or executive officer. Additionally, there have been no transactions involving Dr. Hutchins that would require disclosure under Item 404(a) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	Amendment to Employment Agreement between Heat Biologics, Inc. and Jeffrey Wolf effective as of January 1, 2017
<u>10.2</u>	Amendment to Employment Agreement between Heat Biologics, Inc. and Ann Rosar effective as of January 1, 2017
<u>10.3</u>	Employment Agreement effective as of January 1, 2017 between Heat Biologics, Inc. and Jeff T. Hutchins
<u>10.4</u>	Form of Restricted Stock Unit Award Agreement
<u>99.1</u>	Press Release of Heat Biologics, Inc. dated January 4, 2017



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 4, 2017

HEAT BIOLOGICS, INC.

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

EXHIBIT INDEX

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<u>99.1</u>	Press Release of Heat Biologics, Inc. dated January 4, 2017

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") effective as of the 1st day of January, 2017 to the Employment Agreement, dated December 18, 2009, as amended on January 20, 2014, January 11, 2016 and April 1, 2016 (the "Employment Agreement"), by and between Heat Biologics, Inc. (the "Company") and Jeffrey Wolf ("Executive"). Capitalized terms used herein without definition shall have the meanings assigned in the Employment Agreement.

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

WHEREAS, in recognition of the hard work and performance by Executive, the Corporation desires to amend the Employment 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 Employment Agreement as follows:

1. **Amendment**. Section 3(a)(i) of the Employment Agreement is hereby deleted and replaced with the following:

(i) **BASE SALARY**. Executive shall receive an annual base salary of Four Hundred Seventeen Thousand One Hundred and Fifty Dollars (\$417,150) for the Term (the "Base Salary"), payable semi-monthly, which Base Salary may be reviewed and increased on an annual basis by the Board or a committee thereof to reflect the rate of inflation in effect at such time."

2. **Severability**. 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. **No Other Amendments; Confirmation**. 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. **Counterparts**. 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. **Governing Law**. 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.

[Signature page follows]

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

HEAT BIOLOGICS, INC.

By: /s/ Ann Rosar
Name: Ann Rosar
Title: Vice President of Finance

/s/ Jeffrey Wolf
JEFFREY WOLF

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (this “Amendment”) effective as of the 1st day of January, 2017 to the Employment Agreement, initially effective as of April 5, 2016 (the “Employment Agreement”), by and between Heat Biologics, Inc. (the “Company”) and Ann Rosar (“Executive”). Capitalized terms used herein without definition shall have the meanings assigned in the Employment Agreement.

WHEREAS, Executive was retained under the Employment Agreement by the Corporation to serve as its Vice President of Finance, Controller and Secretary; and

WHEREAS, in recognition of the hard work and performance by Executive, the Corporation desires to amend the Employment 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 Employment Agreement as follows:

1. **Amendment**. Section 3(a)(i) of the Employment Agreement is hereby deleted and replaced with the following:

“(i) Executive shall receive an annual base salary of Two Hundred Thousand Dollars (\$200,000) for the Term (the “Base Salary”), payable semi-monthly, which Base Salary may be reviewed and increased on an annual basis by the Board or a committee thereof to reflect the rate of inflation in effect at such time.”

2. **Severability**. 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. **No Other Amendments: Confirmation**. 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. **Counterparts**. 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. **Governing Law**. 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Ms. Rosar’s Employment 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: Chief Executive Officer

/s/ Ann Rosar
ANN ROSAR

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”), effective as of January 1, 2017 (the “Effective Date”), is by and between Heat Biologics, Inc., a corporation organized under the laws of the State of Delaware with offices located at 801 Capitola Drive, Durham, North Carolina 27514 (the “Corporation”), and Jeff T. Hutchins, Ph.D., an individual residing at 15823 S. 4210 Road, Claremore, Oklahoma 74017 (the “Executive”).

1. EMPLOYMENT; DUTIES

(a) The Corporation hereby engages and employs Executive as the Chief Scientific Officer and Senior Vice President of Pre-Clinical Development of the Corporation, and Executive hereby accepts such engagement and employment for the Term (as defined in Section 2). Executive will report directly to the Chief Executive Officer of the Corporation, and Executive shall have such duties, authorities and responsibilities as assigned to him by the Chief Executive Officer or the Board of Directors commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies.

(b) Executive shall devote substantially all of his professional time under this Agreement to attending to the business of the Corporation at the Corporation’s principal place of business; provided, however, that Executive may spend up to (3) days (or ½ day fractions thereof) per month working remotely. Executive’s employment under this Agreement shall be Executive’s exclusive employment during the term of this Agreement. During the Term, Executive may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Executive’s performance of Executive’s duties hereunder, is contrary to the interest of the Corporation or any of its subsidiaries, or requires any significant portion of Executive’s professional time.

2. TERM

The term of this Agreement, and of Executive’s employment under it, shall commence on the Effective Date and terminate on the earlier of: (i) four (4) years from the Effective Date of this Agreement or (ii) termination under Section 8 of this Agreement (the “Term”).

3. COMPENSATION

(a) As compensation for the performance of his duties on behalf of the Corporation hereunder, Executive shall receive the following:

(i) Executive shall receive an annual base salary of Three Hundred Five Thousand Dollars (\$305,000) for the Term (“Base Salary”), payable in semi-monthly installments.

(ii) Executive shall receive a sign-on bonus of Sixty-Six Thousand Dollars (\$66,000) to be included in Executive’s first pay check, subject to deduction for taxes. In addition, the Corporation shall pay up to two months’ rent on Executive’s existing lease for termination charges that Executive incurs as well as Executive’s reasonable moving expenses which shall be limited to expenses to move a one (1) bedroom apartment and to transport Executive’s car to North Carolina. Executive agrees that if Executive leaves the employ of the Corporation prior to the two-year anniversary of the Start Date, Executive shall repay to the Corporation, a pro-rated portion of the rental termination payments and moving expenses paid by the Corporation.

(iii) Executive shall be eligible for an annual performance bonus of up to twenty five percent (25%) of the Base Salary, which bonus shall be payable in cash and/or equity ("Annual Bonus"). Any Annual Bonus that may be awarded will be in the sole and absolute discretion of both the Compensation Committee and the Board of Directors of the Corporation, to be determined and payable at the completion or each calendar year.

(b) The Corporation shall reimburse Executive for all normal, usual and necessary expenses incurred by Executive in the course of performing his duties, including all reasonable travel, lodging and entertainment expenses, upon receipt by the Corporation.

(c) The Corporation shall grant to Executive an incentive option to purchase an aggregate of Two Hundred Thousand (200,000) shares of the Corporation's publicly traded common stock (the "Option") pursuant to the Corporation's Amended and Restated 2014 Stock Incentive Plan (the "Plan") with an exercise price per share equal to the fair market value of the Corporation's common stock on the date of later of the date that the Executive commences employment (the "Start Date") or the date that the Corporation's Board of Directors approves the grant (which date shall be no more than 14 days after the Start Date), vesting monthly on a *pro rata* basis over a four (4) year period; provided, however that if a Change of Control (as defined in the Plan) should occur within the first twelve months of employment, the options shall fully vest upon the occurrence of the Change of Control. Any vested portion of the Option will remain exercisable for a period of ten (10) years from the grant date, unless such exercise rights are terminated earlier per the Plan. Other terms of the Option, including the period to exercise vested options following termination of employment with the Corporation, shall be according to the Plan and the Corporation's stock option agreement.

(d) In addition to standard national holidays in accordance with the Corporation's policies, commencing six months after Executive's Start Date, Executive shall be entitled annually to four (4) weeks paid time off ("PTO"), which may be used for vacation, personal time or for illness. Vacation days may not be carried over year-to-year. After one full year of employment, the Corporation will consider adding a fifth week of paid vacation, such determination to be based upon Executive's annual performance review. Executive shall be entitled to an unpaid vacation from January 13, 2017 until January 27, 2017.

(e) The Corporation shall pay seventy-five percent (75%) of the cost of medical insurance for coverage for Executive and his family pursuant to the Corporation's healthcare insurance policy plan. Executive shall also be offered any other benefits (including dental, vision, life and disability insurance and 401K matching finds) provided to the Corporation's senior management for which Executive is eligible under the Corporation's policies and the terms of the applicable benefit plan documents, rules or other terms of the particular benefit.

4. REPRESENTATIONS AND WARRANTIES BY EXECUTIVE

Executive hereby represents and warrants as of the Effective Date to the Corporation that:

(a) Neither the execution and delivery of this Agreement nor the performance by Executive of his duties and other obligations hereunder violates or will violate any statute, law, determination or award, or conflict with or constitute a default under (whether immediately, upon the giving of notice or lapse of time or both) any prior or current employment agreement, contract, or other instrument to which Executive is a party or by which is bound.

(b) Executive has the full right, power and legal capacity to enter and deliver this Agreement and to perform his duties and other obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Executive enforceable against his in accordance with its terms. No approvals or consents of any persons or entities are required for Executive to execute and deliver this Agreement or perform his duties and other obligations hereunder.

5. CONFIDENTIAL INFORMATION

(a) Except in performing his duties within the scope of his employment with the Corporation or except with the prior written authorization by the Corporation, Executive agrees that, during the Term or at any time thereafter, Executive will not disclose or make accessible to any person, the Corporation's non-public research, the Corporation's products, products, services and technology, both current and under development, promotion and marketing programs, lists, trade secrets and other confidential and proprietary business information of the Corporation, of any of its affiliates, of any of their clients, or of any other party to whom the Corporation owes an obligation of confidentiality (collectively, "Corporation Confidential Information.") Executive agrees: (i) not to use any Corporation Confidential Information for Executive or others; and (ii) not to take any Corporation Confidential Information or reproductions thereof from the Corporation's facilities at any time during Executive's employment by the Corporation other than to perform Executive's duties hereunder. Executive agrees immediately to return all Corporation Confidential Information and reproductions thereof in Executive's possession to the Corporation upon request and in any event upon termination of employment. This Section 5 shall survive the termination of this Agreement. The foregoing notwithstanding, the parties acknowledge and agree that the confidential and proprietary information of the Corporation and/or its clients shall not include the following: (a) information already in the public domain or hereafter disclosed to the public through no fault of the Executive; including but not limited to knowledge of (i) the business of other companies in the field; (ii) general business methods and structures useful in operating biotechnology companies; (iii) the status of patents and other technology in the field other than those of the Corporation; (b) general knowledge about the biotechnology field obtained through the Executive's professional and academic experience; or (c) specific ideas and projections of the biotechnology field's evolution that are not specific to the technology of the Corporation and are not the property of the Corporation.

(b) Except with the prior written authorization by the Corporation, Executive agrees not to disclose or publish any of the confidential, technical or business information or material of the Corporation, its clients or any other party to whom the Corporation owes an obligation of confidence, at any time during or after Executive's employment with the Corporation.

(c) In the event that Executive breaches any provisions of this Section 5 or there is a threatened breach, then, in addition to any other rights which the Corporation may have, the Corporation shall be entitled, without the posting of a bond or other security, to injunctive relief to enforce the restrictions contained herein. In the event that an actual proceeding is brought in equity to enforce the provisions of this Section 5, Executive shall not urge as a defense that there is an adequate remedy at law, nor shall the Corporation be prevented from seeking any other remedies which may be available. In addition, Executive agrees that in the event that Executive's breaches the covenants in this Section 5, in addition to any other rights that the Corporation may have, Executive shall be required to pay to the Corporation any amounts he receives in connection with such breach.

(d) Executive recognizes that in the course of Executive's duties hereunder, Executive may receive from the Corporation or others information which may be considered "material, non-public information" concerning a public company that is subject to the reporting requirements of the United States Securities and Exchange Act of 1934, as amended. Executive agrees not to:

(i) Buy or sell any shares of stock, options, bonds, notes, warrants or other security of the Corporation while in possession of relevant material, non-public information received from the Corporation or others; and

(ii) Provide the Corporation with information with respect to any public company that may be considered material, non-public information, unless first specifically agreed to in writing by the Corporation.

Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. INVENTIONS DISCOVERED BY EXECUTIVE

(a) All Developments (as defined below), whether or not reduced to writing, which the Executive may originate, make or conceive during the term of this Agreement (or, if based on any of the Corporation Confidential Information, within one (1) year after the expiration or termination of the Term) are and shall become the sole and absolute property of the Corporation. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes), conceived or first reduced to practice by Executive either alone or jointly with others, (i) related to Executive's work on behalf of the Corporation, whether or not during normal working hours; (ii) which pertain to any line of business activity of the Corporation, whether then conducted or then being actively planned by the Corporation, with which Executive was or is involved; or (iii) which is developed using time, material or facilities of the Corporation, whether or not during working hours or on the Corporation premises. Executive agrees to disclose promptly to the Corporation (or any persons designated by it) each such Development. Executive hereby assigns and agrees to assign to the Corporation all of Executive's right, title and interest in and to any such Developments that Executive may have or may acquire in the Developments and all benefits and /or rights resulting therefrom to the Corporation and its assigns without further compensation and hereby agrees to communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Corporation.

(b) The Executive agrees that, during the Term of this Agreement and at any time thereafter, at the request and cost of the Corporation, to promptly sign, execute, make and do all such deeds, documents, acts and things as the Corporation and its duly authorized officers may reasonably require and as follows:

(i) to apply for, obtain, register and vest in the name of the Corporation alone (unless the Corporation otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when obtained or vested to renew and restore the same;

(ii) to defend any judicial, opposition or other proceedings in respect of such application for revocation of any such patent, copyright, trademark or other analogous protection; and

(iii) if the Corporation is unable, after reasonable effort, to secure Executive's signature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to a Development, whether because of Executive's physical or mental incapacity or for any other reason whatsoever, Executive hereby irrevocably designates and appoints the Corporation and its duly authorized officers and agents as Executive's agent and attorney-in-fact, to act for and on Executive's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection with the same legal force and effect as if executed by Executive.

(d) Without limiting the foregoing, Executive further acknowledges that all original works of authorship by Executive, whether created alone or jointly with others, related to Executive's employment with the Corporation and which are protectable by copyright, are "works made for hire" within the meaning of the United States Copyright Act, 17 U. S. C. (S) 101, as amended, and the copyright of which shall be owned solely, completely and exclusively by the Corporation. If any Development is considered to be work not included in the categories of work covered by the United States Copyright Act, 17 U. S. C. (S) 101, as amended, such work is hereby assigned or transferred completely and exclusively to the Corporation. Executive hereby irrevocably designates counsel to the Corporation as Executive's agent and attorney-in-fact to do all lawful acts necessary to apply for and obtain patents and copyrights and to enforce the Corporation's rights under this Section.

(e) This Section 6 shall survive the termination of this Agreement. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Executive hereby waives such Moral Rights and consents to any action of the Corporation that would violate such Moral Rights in the absence of such consent. Executive agrees to confirm any such waivers and consents from time to time as requested by the Corporation.

7. NON-COMPETE; NON-SOLICITATION

(a) NON-COMPETE. For a period commencing on the Effective Date and ending one (1) year after the date Executive ceases to be employed by the Corporation (the "Non-Competition Period"), Executive shall not:

(i) accept any employment or consulting arrangement with responsibilities that include developing, marketing or selling any biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy;

(ii) own any equity of an entity that is developing, marketing or selling a biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy; provided that Executive shall not be prohibited from being a passive owner of not more than five percent (5%) of the

equity securities of an entity described in this clause (ii) that is publicly traded and for which he is in compliance with clauses (i) and (iii); or

(iii) permit Executive's name to be used by, act as consultant or advisor to, render material services for, or otherwise assist in any manner any person or entity, in each case with regard to the development, marketing or selling of any biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy.

(b) NON-SOLICITATION. During the Non-Competition Period, Executive shall not, directly or indirectly: (i) induce or attempt to induce or aid others in inducing anyone working at or for the Corporation to cease working at or for the Corporation, or in any way interfere with the relationship between the Corporation and anyone working at or for the Corporation; or (ii) in any way interfere with the relationship between the Corporation and any customer, supplier, licensee or other business relation of the Corporation.

(c) SCOPE. If, at the time of enforcement of this Section 7, a court shall hold that the duration, scope, area or other restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, area or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope, area or other restrictions.

(d) SURVIVAL OF COVENANTS. The covenants made in this Section 7 shall survive the termination of this Agreement for the Non-Competition Period, as defined in subsection (a).

8. TERMINATION

Subject to Section 2 above, Executive's employment hereunder shall begin on the Effective Date and continue for the Term unless terminated upon the first to occur of the following events:

(a) Executive's death.

(b) Executive's "Disability", meaning Executive's incapacity, due to physical or mental illness, which results in Executive having been absent from fully performing his duties with the Corporation for a continuous period of more than thirty (30) days or more than sixty (60) days in any period of three hundred sixty-five (365) consecutive days. In the event that the Corporation intends to terminate the employment of Executive by reason of Disability, the Corporation shall give Executive no less than thirty (30) days' prior written notice of the Corporation's intention to terminate Executive's employment. Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, and if requested by the Corporation, to submit to a physical examination in the state of the Corporation's executive offices by a licensed physician selected by mutual agreement between the Corporation and the Executive, the cost of such examination to be paid by the Corporation. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. If Executive refuses to submit to appropriate examinations by such physician at the request of the Corporation, the determination of the Executive's Disability by the Corporation in good faith will be conclusive as to whether such Disability exists. This Agreement shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act (to the extent that it is applicable) and any other applicable laws regarding disability.

(c) Termination by the Corporation for Just Cause; “Just Cause”, meaning the Executive’s:

(i) acts of embezzlement or misappropriation of funds; or fraud;

(ii) conviction of a felony or other crime involving moral turpitude, dishonesty or theft;

(iii) willful unauthorized disclosure of Corporation Confidential Information;

(iv) material violation of any provision of the Agreement, which is not cured by Executive within thirty (30) days of receiving written notice of such violation by the Corporation;

(v) being under the influence of drugs (other than prescription medicine or other medically-related drugs to the extent that they are taken in accordance with their directions) during the performance of Executive’s duties under this Agreement and that the performance of his duties hereunder is affected;

(vi) engaging in behavior that would constitute grounds for liability for harassment (as proscribed by the U.S. Equal Employment Opportunity Commission Guidelines or any other applicable state or local regulatory body) or other egregious conduct that violates laws governing the workplace; or

(vii) willful failure to perform his assigned tasks, where such failure is attributable to the fault of Executive, gross insubordination, or dereliction of fiduciary obligations which are not cured by Executive within thirty (30) days of receiving written notice of such violation by the Corporation.

In the event that the Corporation intends to terminate the employment of Executive by reason of Just Cause, the Corporation shall give Executive written notice of the Corporation’s intention to terminate Executive’s employment, and such termination may be effective immediately, unless a cure period applies, in which case the termination date may not precede the expiration date of the applicable cure period.

(d) Termination by the Corporation Without Just Cause; “Without Just Cause”, meaning written notice by the Corporation to Executive of termination other than for Just Cause or other than due to Executive’s death or Disability.

(e) Termination by Executive for Good Reason; “Good Reason”, meaning a material breach by the Corporation of the terms of this Agreement, which breach is not cured within thirty (30) days after notice thereof from Executive.

In the event that Executive intends to terminate his employment for Good Reason, Executive shall give the Corporation written notice of Executive’s intention to terminate Executive’s employment, and such termination shall be effective upon the expiration date of the applicable cure period unless the breach is cured prior to such expiration date. Executive must notify the Corporation of the existence of the condition of Good Reason within ninety (90) days of the initial event constituting the condition of Good Reason.

(f) Termination by Executive Without Good Reason; “Without Good Reason”, meaning written notice by Executive to the Corporation of termination other than for Good Reason.

In the event that Executive intends to terminate Executive's employment Without Good Reason, Executive shall give the Corporation written notice of his intention to terminate Executive's employment at least thirty (30) days prior to such termination.

(g) If Executive's employment hereunder is terminated for any reason under this Section 8, Executive or his estate, as the case may be, will be entitled to receive the accrued Base Salary, vacation pay, expense reimbursement to the extent not previously paid (the sum of the amounts described in this subsection shall be hereinafter referred to as the "Accrued Obligations"). If Executive's employment is terminated by the Corporation Without Just Cause then in addition to paying Accrued Obligations, the Corporation shall pay to the Executive as severance an amount equal to six (6) months of his then current Base Salary and the vesting on all outstanding unvested options issued to Executive shall accelerate so that the options become fully vested; provided that Executive first executes and does not revoke a release in form acceptable to the Corporation releasing the Corporation from all claims arising for Executive's employment and such release becomes effective no later than sixty (60) days of such termination. In addition, if Executive's employment is terminated within one year of a Change of Control, the Corporation shall pay to the Executive as severance an amount equal to nine (9) months of his then current Base Salary provided that Executive first executes and does not revoke a release in form acceptable to the Corporation releasing the Corporation from all claims arising for Executive's employment and such release becomes effective no later than sixty (60) days of such termination. The severance shall be paid to the Executive in substantially equal monthly payments on the same payroll schedule that was applicable to Executive immediately prior to his separation from service commencing on the first such payroll date on or following the date the required release of claims becomes effective.

9. NO DISPARAGEMENT

Executive agrees that during the course of his employment or at any time thereafter, he and his agents, family and/or representatives shall refrain from (i) all conduct, verbal or otherwise, which would materially damage the reputation, goodwill or standing in the community of the Corporation, its affiliates, subsidiaries, divisions, agents and related parties and their respective principals, owners (direct or indirect), members, directors, officers, agents, servants, Executives, parties, attorneys and other professionals, successors and assigns (collectively, the "The Corporation Related Parties"); and (ii) referring to or in any way commenting on the Corporation and/or any of the other The Corporation Related Parties in or through the general media or any public domain (including without limitation, internet websites, blogs, chat rooms and the like), which would materially damage, the reputation, goodwill or standing in the community of the Corporation and/or any of the Corporation Related Parties.

10. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been given: (i) when delivered personally; (ii) one (1) day after being sent by Federal Express or similar overnight delivery; (iii) three (3) days after being mailed registered or certified mail, postage prepaid, return receipt requested, to the Corporation at the address set forth above and to the Executive at the offices of the Corporation with a copy sent to the Executive's home address set forth in the Corporation's records, or to such other address as such party shall give by notice hereunder to the other party; or (iv) in the case of transmittal by electronic mail, upon receipt by the sender of electronic confirmation of such transmittal.

11. SEVERABILITY OF PROVISIONS

If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the parties' intent and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. ENTIRE AGREEMENT MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement that are not set forth herein other than the Offer Letter dated December 5, 2016 (the "Offer Letter"). If there shall be any conflict between the term of the Offer Letter and this Agreement, the terms of this Agreement shall control. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. BINDING EFFECT

The rights, benefits, duties and obligations under this Agreement shall inure to, and be binding upon, the Corporation, its successors and assigns, and upon Executive and his legal representatives. This Agreement constitutes a personal service agreement, and the performance of Executive's obligations hereunder may not be transferred or assigned by Executive. This Agreement cannot be assigned by Corporation without the written consent of Executive except that this Agreement may be assigned to an affiliated entity of the Corporation.

14. NON-WAIVER

The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

15. GOVERNING LAW, DISPUTE RESOLUTION

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina of the United States of America without regard to principles of conflict of laws. No dispute between the parties shall be the subject of a lawsuit filed in state or federal court. Instead, any such dispute shall be submitted to binding arbitration before the American Arbitration Association ("AAA") or, if Heat and Executive agree in a separate writing, another individual or organization or an individual or organization that a court appoints. Notwithstanding the above, either the Corporation or Executive may file with an appropriate state or federal court a claim for injunctive relief in any case where the filing party seeks provisional injunctive relief or where permanent injunctive relief is not available in arbitration. The filing of a claim for injunctive relief in state or federal court shall not allow either party to raise any other claim outside of arbitration. It is understood that both sides are hereby waiving the right to a jury trial. The arbitration shall be initiated in Durham County, North Carolina and shall be administered by AAA under its employment arbitration rules before a single arbitrator that shall

be mutually agreed upon by the parties hereto. If the parties cannot agree on a single arbitrator, then an arbitrator shall be selected in accordance with the rules of AAA. The arbitration must be filed within one year of the act or omission which gives rise to the claim. Each party shall be entitled to take one deposition, and to take any other discovery as is permitted by the Arbitrator. In determining the extent of discovery, the Arbitrator shall exercise discretion, but shall consider the expense of the desired discovery and the importance of the discovery to a just adjudication. The Arbitrator shall render an award that conforms to the facts, as supported by competent evidence (except that the Arbitrator may accept written declarations under penalty of perjury, in addition to live testimony), and the law as it would be applied by a court sitting in the State of North Carolina. The cost of arbitration shall be advanced equally by the parties. Any party may apply to a court of competent jurisdiction for entry of judgment on the arbitration award.

16. HEADINGS

The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Agreement.

17.

SECTION 409A OF THE INTERNAL REVENUE CODE

The parties intend that the provisions of this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder (collectively, "Section 409A") and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause Executive to incur any additional tax or interest under Section 409A, the Corporation shall, upon the specific request of Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to Executive and the Corporation of the applicable provision shall be maintained, and the Corporation shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to the Corporation. The Corporation shall timely use its reasonable business efforts to amend any plans and programs in which Executive participates to bring it in compliance with Section 409A. Notwithstanding the foregoing, the Corporation shall have no liability with regard to any failure to comply with Section 409A so long as it has acted in good faith with regard to compliance therewith.

(a)

Separation from Service. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination also constitutes a "Separation from Service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "separation from service" or like terms shall mean Separation from Service.

(b)

Separate Payments. Each installment payment required under this Agreement shall be considered a separate payment for purposes of Section 409A.

(c)

Delayed Distribution to Key Employees. If the Corporation determines in accordance with Sections 409A and 416(i) of the Code and the regulations promulgated thereunder, in the Corporation's sole discretion, that Executive is a Key Employee of the Company on the date his employment with the Corporation terminates and that a delay in benefits provided under this Agreement

is necessary to comply with Code Section 409A(A)(2)(B)(i), then any severance payments and any continuation of benefits or reimbursement of benefit costs provided by this Agreement, and not otherwise exempt from Section 409A, shall be delayed for a period of six (6) months following the date of termination of Executive's employment (the "409A Delay Period"). In such event, any severance payments and the cost of any continuation of benefits provided under this Agreement that would otherwise be due and payable to Executive during the 409A Delay Period shall be paid to Executive in a lump sum cash amount on the first business day following the end of the 409A Delay Period. For purposes of this Agreement, "Key Employee" shall mean an employee who, on an Identification Date ("Identification Date" shall mean each December 31) is a key employee as defined in Section 416(i) of the Code without regard to paragraph (5) thereof. If Executive is identified as a Key Employee on an Identification Date, then Executive shall be considered a Key Employee for purposes of this Agreement during the period beginning on the first April 1 following the Identification Date and ending on the following March 31.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

HEAT BIOLOGICS, INC.

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

EXECUTIVE:

/s/ Jeff T. Hutchins, Ph.D.
Jeff T. Hutchins, Ph.D.

HEAT BIOLOGICS, INC.

**NOTICE OF AWARD OF RESTRICTED STOCK UNITS
2014 AMENDED AND RESTATED STOCK INCENTIVE PLAN**

Heat Biologics, Inc. a Delaware corporation (the “**Company**”), awards to the undersigned (the “**Participant**”) the following restricted stock units to acquire shares (the “**Shares**”) of the common stock of the Company, par value \$0.0002 per share (the “**Common Stock**”), pursuant to the Company’s 2014 Amended and Restated Stock Incentive Plan (the “**Plan**”):

Participant: []

Total Number of Restricted Stock Units []
(each Restricted Stock Unit represents the right to receive one share of Common Stock on the applicable vesting date):

Award Date: []

Vesting Commencement Date: []

Vesting Schedule: The Total Number of Restricted Stock Units shall vest and become exercisable in four (4) equal annual installments commencing on the Award Date, subject to Participant continuing to be an employee or service provider through each such date. For the avoidance of doubt, the Restricted Stock Units shall vest as follows: (i) one-fourth on the Award Date; (ii) an additional one-fourth on the first anniversary of the Award Date; (iii) an additional one-fourth on the second anniversary of the Award Date; and (iv) the final one-fourth on the third anniversary of the Award Date.

Final Exercise Date: The third anniversary of the Award Date, however, any unvested Restricted Stock Units may expire earlier pursuant to Section 2 of the Restricted Stock Unit Award Agreement if the Participant’s relationship with the Company is terminated.

These Restricted Stock Units are awarded under and governed by the terms and conditions of the Plan and the Restricted Stock Unit Award Agreement, both of which are incorporated herein by reference. By signing below, the Participant accepts these Restricted Stock Units, acknowledges receipt of a copy of the Plan and the Restricted Stock Unit Award Agreement, and agrees to the terms thereof.

[NAME OF PARTICIPANT]

HEAT BIOLOGICS, INC.:

(Signature)

By: _____

Name: _____

Address: _____

Title: _____

Date: _____

HEAT BIOLOGICS, INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

Awarded under the Amended and Restated 2014 Stock Incentive Plan

HEAT BIOLOGICS, INC., a Delaware corporation (the “**Company**”), has awarded to you the Restricted Stock Units (“RSUs”) specified in the Notice of Award of Restricted Stock Units above (the “**Notice**”), which is incorporated into this Restricted Stock Unit Award Agreement (the “**Agreement**”) and deemed to be a part hereof. The RSUs have been awarded to you under Section 6(g) of the Company’s 2014 Amended and Restated Stock Incentive Plan (the “**Plan**”), on the terms and conditions specified in the Notice and this Agreement. Capitalized terms that are not otherwise defined herein or in the Notice shall have the meanings given to such terms in the Plan.

1. RESTRICTED STOCK UNIT AWARD

The Compensation Committee of the Board of Directors of Heat Biologics, Inc. (the “**Committee**”) has awarded to you on the Award Date an Award of RSUs as designated herein subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Each RSU shall represent the conditional right to receive, upon settlement of the RSU, one share of common stock of the Company (the “**Common Stock**”) (subject to any tax withholding as described in Section 3). RSUs include the right to receive dividend equivalents as specified in Section 4 (“**Dividend Equivalents**”). The purpose of such Award is to motivate and retain you as an employee of the Company or a subsidiary of the Company, to encourage you to continue to give your best efforts for the Company’s future success, and to increase your proprietary interest in the Company. Except as may be required by law, you are not required to make any payment (other than payments for taxes pursuant to Section 3 hereof) or provide any consideration other than the rendering of future services to the Company or a subsidiary of the Company.

2. RESTRICTIONS, FORFEITURES, AND SETTLEMENT

Except as otherwise provided in this Section 2, RSUs shall be subject to the restrictions and conditions set forth herein during the Restricted Period (as defined below). Vesting of the RSUs is conditioned upon you remaining continuously employed by the Company or a subsidiary of the Company following the Award Date until the relevant vesting date, subject to the provisions of this Section 2. Assuming satisfaction of such employment conditions, the RSUs will become vested and nonforfeitable as follows: (i) one-fourth on the Award Date; (ii) an additional one-fourth on the first anniversary of the Award Date; (iii) an additional one-fourth on the second anniversary of the Award Date; and (iv) the final one-fourth on the third anniversary of the Award Date. In the event you attain Retirement age while still an employee of the Company or a subsidiary, all unvested RSUs held by you at least one year from the Award Date will become vested and non-forfeitable, and thereafter, so long as you remain an employee of the Company or a subsidiary after attaining Retirement age, all other RSUs will become 100% vested one year from the Award Date.

- (a) Nontransferability. During the Restricted Period and any further period prior to settlement of your RSUs, you may not sell, transfer, pledge or assign any of the RSUs or your rights relating thereto.
- (b) Time of Settlement. RSUs shall be settled promptly upon expiration of the Restricted Period without forfeiture of the RSUs (i.e., upon vesting) by delivery of one share of Common Stock for each RSU being settled; provided, however, that settlement of an RSU shall be subject to the Plan, including if applicable the six-month delay rule in the Plan pursuant to Section 409A of the Code). *(Note: This rule may apply to any portion of the RSUs that vests after the time you become Retirement eligible under the Plan, and could apply in other cases as well).* Settlement of RSUs or cash amounts that directly or indirectly result from Dividend Equivalents on RSUs or adjustments to RSUs shall occur at the time of settlement of, and subject to the restrictions and conditions that apply to, the awarded RSU. Until shares are delivered to you in settlement of RSUs, you shall have none of the rights of a stockholder of the Company with respect to the shares issuable in settlement of the RSUs, including the right to vote the shares and receive actual dividends and other distributions on the underlying shares of Common Stock. Shares of stock issuable in settlement of RSUs shall be delivered to you upon settlement in certificated form or in such other manner as the Company may reasonably determine.

- (c) Retirement and Death. In the event of your Retirement (as that term is defined in the Plan or your death while employed by the Company prior to the end of the Restricted Period, your RSUs shall become fully vested. In the event of your death prior to the delivery of shares in settlement of RSUs (not previously forfeited), shares in settlement of your RSUs shall be delivered to your estate, upon presentation to the Committee of letters testamentary or other documentation satisfactory to the Committee, and your estate shall succeed to any other rights provided hereunder in the event of your death.
- (d) Termination not for Cause/ Termination Following Change in Control. Upon termination of your employment or service with the Company and its Subsidiaries such that you are no longer either an employee or consultant to the Company (i) by the Company or its Subsidiaries without Cause (including, in case of a Nonemployee Director, the failure to be elected as a Nonemployee Director) or (ii) by you for "Good Reason" as defined below) or the Company without Cause during the two year period following a Change in Control (as defined in the Plan), the Restricted Period and all remaining restrictions shall expire and the RSUs shall be deemed fully vested; provided that you have been continuously employed by the Company for at least two years and you sign a general release and, where deemed applicable by the Company, a non-compete and/or a non-solicitation agreement. For purposes of this Agreement "Good Reason" shall have the definition set forth in your employment agreement with the Company and if there is no definition in your employment agreement with the Company then "good reason" shall mean the occurrence of any of the following events without your consent: (i) a material reduction in your base salary; (ii) a material breach by the Company of the terms of your employment agreement with the Company; (iii) a material reduction in your duties, authority and responsibilities relative to your duties, authority, and responsibilities in effect immediately prior to such reduction; or (iv) the relocation of your principal place of employment, without your consent, in a manner that lengthens your one-way commute distance by twenty five (25) or more miles from your then-current principal place of employment immediately prior to such relocation.
- (e) Disability. In the event you become Disabled (as that term is defined in your employment agreement with the Company or if there is no definition in your employment agreement with the Company then the definition shall be the definition in the Plan), for the period during which you continue to be deemed to be employed by the Company or a subsidiary (i.e., the period during which you receive Disability benefits), you will not be deemed to have terminated employment for purposes of the RSUs. Upon the termination of your receipt of Disability benefits, (i) you will not be deemed to have terminated employment if you return to employment status, and (ii) if you do not return to employment status, you will be deemed to have terminated employment at the date of cessation of payments to you under all disability pay plans of the Company and its subsidiaries, with such termination treated for purposes of the RSUs as a Retirement or death.
- (f) Other Termination of Employment. In the event of your voluntary termination, or termination by the Company for Cause (as defined in the Plan or your employment agreement with the Company) or misconduct or other conduct deemed by the Company to be detrimental to the interests of the Company, you shall forfeit all unvested RSUs on the date of termination.
- (g) Other Terms.
- (i) You may, at any time prior to the expiration of the Restricted Period, waive all rights with respect to all or some of the RSUs by delivering to the Company a written notice of such waiver.
- (ii) Termination of employment includes any event if immediately thereafter you are no longer an employee of the Company or any subsidiary of the Company, subject to Section 2(h) hereof. References in this Section 2 to employment by the Company include employment by a subsidiary of the Company. Termination of employment means an event after which you are no longer employed by the Company or any subsidiary of the Company. Such an event could include the disposition of a subsidiary or business unit by the Company or a subsidiary.

- (iv) Upon any termination of your employment, any RSUs as to which the Restricted Period has not expired at or before such termination shall be forfeited. Other provisions of this Agreement notwithstanding, in no event will an RSU that has been forfeited thereafter vest or be settled.

(h) The following events shall not be deemed a termination of employment:

- (i) A transfer of you from the Company to a subsidiary, or vice versa, or from one subsidiary to another;
- (ii) A leave of absence, duly authorized in writing by the Company, for military service or sickness or for any other purpose approved by the Company if the period of such leave does not exceed ninety (90) days; and
- (iii) A leave of absence in excess of ninety (90) days, duly authorized in writing, by the Company, provided your right to reemployment is guaranteed either by a statute or by contract.

However, failure of you to return to active service with the Company or a subsidiary at the end of an approved leave of absence shall be deemed a termination of employment. During a leave of absence as defined in (ii) or (iii), although you will be considered to have been continuously employed by the Company or a subsidiary and not to have had a termination of employment under this Section 2, the Committee may specify that such leave period shall not be counted in determining the period of employment for purposes of the vesting of the RSUs. In such case, the vesting dates for unvested RSUs shall be extended by the length of any such leave of absence.

3. TAXES

At such time as the Company is required to withhold taxes with respect to the RSUs, or at an earlier date as determined by the Company, you shall make remittance to the Company of an amount sufficient to cover such taxes or make such other arrangement regarding payments of such taxes as are satisfactory to the Committee. The Company and its subsidiaries shall, to the extent permitted by law, have the right to deduct such amount from any payment of any kind otherwise due to you, including by means of mandatory withholding of shares deliverable in settlement of your RSUs to satisfy the mandatory tax withholding requirements. When the Dividend Equivalents you receive under Section 4, if any, become payable to you, they will be compensation (wages) for tax purposes and will be included on your W-2 form. The Company will be required to withhold applicable taxes on such Dividend Equivalents. The Company may deduct such taxes either from the gross Dividend Equivalents payable on such RSUs or from any other cash payments to be made to or on account of you or may require you to make prompt remittance to the Company of such tax amounts. Any cash payment to you under Section 4 of the Agreement will be included in your W-2 form as compensation and subject to applicable tax withholding.

4. DIVIDEND EQUIVALENTS AND ADJUSTMENTS

- (a) Dividend Equivalents shall be paid or credited on RSUs (other than RSUs that, at the relevant record date, previously have been settled or forfeited) as follows, except that the Committee may specify an alternative treatment from that specified in (i), (ii), or (iii) below for any dividend or distribution:
 - (i) *Cash Dividends.* If the Company declares and pays a dividend or distribution on Common Stock in the form of cash, then you will be credited with a cash amount as of the payment date for such dividend or distribution equal to the number of RSUs credited to you as of the record date for such dividend or distribution multiplied by the amount of cash actually paid as a dividend or distribution on each outstanding share of Common Stock at such payment date. Any amounts credited under this Section 4(a)(i) shall be subject to the restrictions and conditions that apply to the RSU with respect to which the amounts are credited and will be payable when the underlying RSU becomes payable. If the underlying RSU does not vest or is forfeited, any amounts credited under this Section 4(a)(i) with respect to the underlying RSU will also fail to vest and be forfeited.

- (ii) *Non-Share Dividends.* If the Company declares and pays a dividend or distribution on Common Stock in the form of property other than shares, then a number of additional RSUs shall be credited to you as of the payment date for such dividend or distribution equal to the number of RSUs credited to you as of the record date for such dividend or distribution multiplied by the Fair Market Value of such property actually paid as a dividend or distribution on each outstanding share of Common Stock at such payment date, divided by the Fair Market Value of a share at such payment date. Any RSUs credited to you under this Section 4(a)(ii) shall be subject to the restrictions and conditions that apply to the RSU with respect to which the RSUs are credited and will be payable when the underlying RSU becomes payable. If the underlying RSU does not vest or is forfeited, any RSUs credited under this Section 4(a)(ii) with respect to the underlying RSU will also fail to vest and be forfeited. You will be eligible to receive Dividend Equivalents on any RSUs credited to you under this Section 4(a)(ii).
- (iii) *Common Stock Dividends and Splits.* If the Company declares and pays a dividend or distribution on Common Stock in the form of additional shares, or there occurs a forward split of Common Stock, then a number of additional RSUs shall be credited to you as of the payment date for such dividend or distribution or forward split equal to the number of RSUs credited to you as of the record date for such dividend or distribution or split multiplied by the number of additional shares actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Common Stock. Any RSUs credited to you under this Section 4(a)(iii) shall be subject to the restrictions and conditions that apply to the RSU with respect to which the RSUs are credited and will be payable when the underlying RSU becomes payable. If the underlying RSU does not vest or is forfeited, any RSUs credited under this Section 4(a)(iii) with respect to the underlying RSU will also fail to vest and be forfeited. You will be eligible to receive Dividend Equivalents on any RSUs credited to you under this Section 4(a)(iii).
- (b) The number of your RSUs and other related terms shall be appropriately adjusted, in order to prevent dilution or enlargement of your rights with respect to RSUs, to reflect any changes in the outstanding shares of Common Stock resulting from any event referred to in Section 3(c) of the Plan, taking into account any RSUs credited to you in connection with such event under Section 4(a).

5. EFFECT ON OTHER BENEFITS

In no event shall the value, at any time, of the RSUs or any other payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of the Company unless otherwise specifically provided for in such plan.

6. RIGHT TO CONTINUED EMPLOYMENT

Nothing in the Plan or this Agreement shall confer on you any right to continue in the employ of the Company or any subsidiary or any specific position or level of employment with the Company or any subsidiary or affect in any way the right of the Company or any subsidiary to terminate your employment without prior notice at any time for any reason or no reason.

7. ADMINISTRATION; UNFUNDED OBLIGATIONS

The Committee shall have full authority and discretion, subject only to the express terms of the Plan, to decide all matters relating to the administration and interpretation of the Plan and this Agreement, and all such Committee determinations shall be final, conclusive, and binding upon the Company, you, and all interested parties. Any provision for distribution in settlement of your RSUs and other obligations hereunder (including cash amounts set aside under Section 4(a)(i)) shall be by means of bookkeeping entries on the books of the Company and shall not create in you or any beneficiary any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for you or any beneficiary. You and any of your beneficiaries entitled to any settlement or distribution hereunder shall be a general creditor of the Company.

8. AMENDMENT

This Agreement shall be subject to the terms of the Plan, as amended from time to time, except that the Award which is the subject of this Agreement may not be materially adversely affected by any amendment or termination of the Plan approved after the Award Date without your written consent.

9. SEVERABILITY AND VALIDITY

The various provisions of this Agreement are severable, and any determination of invalidity or unenforceability of any one provision shall have no effect on the remaining provisions.

10. GOVERNING LAW

Except to the extent preempted by any applicable federal law, this Agreement shall be construed and administered in accordance with the laws of the State of Delaware, without reference to its principles of conflicts of law. The parties shall resolve all disputes, controversies and differences which may arise between the parties, out of or in relation to or in connection with this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, after discussion in good faith attempting to reach an amicable solution. Such discussion will begin immediately after one party has delivered to the other party a request for discussion. If the dispute, controversy, or claim cannot be resolved within 30 days following the date on which the request for discussion is delivered, then it will be finally settled by arbitration held in Durham, North Carolina in accordance with the latest Rules of the American Arbitration Association. Such arbitration shall be conducted by one arbitrator appointed as follows: each party will appoint one arbitrator and the appointed arbitrators shall appoint the deciding arbitrator. The decision of the tribunal shall be final and may not be appealed. The arbitral tribunal may, in its discretion award fees and costs as part of its award. Judgment on the arbitral award may be entered by any court of competent jurisdiction, including any court that has jurisdiction over either of the party or any of their assets.

12. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and heirs of the respective parties.

13. DATA PRIVACY

By entering into this agreement, you (i) authorize the Company, and any agent of the Company administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its subsidiaries such information and data as the Company or any such subsidiary shall request in order to facilitate the award of RSUs and the administration of the Plan; (ii) waive any data privacy rights you may have with respect to such information; and (iii) authorize the company to store and transmit such information in electronic form.

14. ENTIRE AGREEMENT AND NO ORAL MODIFICATION OR WAIVER

This Agreement contains the entire understanding of the parties. This Agreement shall not be modified or amended except in writing duly signed by the parties, except that the Company may adopt a modification or amendment to the Agreement that is not materially adverse to you in writing signed only by the Company. Any waiver of any right or failure to perform under this Agreement shall be in writing signed by the party granting the waiver and shall not be deemed a waiver of any subsequent failure to perform.

[Signature page follows]

HEAT BIOLOGICS, INC.

By: _____
Jeffrey Wolf
Chief Executive Officer

I have read this Agreement in its entirety. I understand that this Award has been granted to provide a means for me to acquire and/or expand an ownership position in Heat Biologics, Inc., and it is expected that, if applicable, I will retain the stock I receive upon the vesting of this award consistent with the Company's share retention guidelines. I acknowledge and agree that sales of shares will be subject to the Company's policy regulating trading by employees. In accepting this Award, I hereby agree that such broker-dealer as the Company may choose to administer the Plan, may provide the Company with any and all account information



Heat Biologics Appoints Jeff Hutchins, Ph.D., as Chief Scientific Officer

- *Industry veteran, Dr. Hutchins, to advance Heat's platform technologies and pursue immunotherapy combinations*
- *Former CSO Taylor Schreiber, M.D., Ph.D., to chair Heat's Scientific Advisory Board and advance Shattuck Labs, Inc., a new biotechnology company focused on developing technology exclusively licensed from Heat*

DURHAM, NC – January 4, 2017 – [Heat Biologics, Inc.](#) ("Heat") (Nasdaq: HTBX), a leader in the development of immunotherapies designed to activate a patient's immune system against cancer, announced the appointment of Jeff Hutchins, Ph.D., as Chief Scientific Officer and Senior Vice President of Preclinical Research. Dr. Hutchins will be overseeing Heat's research efforts, bringing over 24 years of research and clinical development experience from both large pharmaceutical and biotechnology companies.

Most recently, Dr. Hutchins served as Vice President of Preclinical Research for Peregrine Pharmaceuticals, Inc., a biopharmaceutical company developing therapeutics to fight cancer and infectious diseases. Dr. Hutchins was responsible for building out the research program for Peregrine's lead product candidate, bavituximab, a chimeric monoclonal antibody designed to target phosphatidylserine. Currently in clinical development, bavituximab is being evaluated in combination through Peregrine-funded trials and strategic collaborations, including AstraZeneca and the National Comprehensive Cancer Network (NCCN).

"I would like to welcome Dr. Hutchins to the Heat team," commented Jeff Wolf, Heat's Chief Executive Officer. "He brings a tremendous amount of industry experience, including preclinical research, clinical development and manufacturing. His expertise aligns with Heat's current pipeline and priorities, and positions us strongly as we move into 2017."

"This is a bittersweet announcement for Heat, as Dr. Schreiber has been with Heat since inception and has played an instrumental role in advancing our *ImPACT* and *ComPACT* platform technologies," added Mr. Wolf. "Taylor will be joining Shattuck Labs, a biotechnology company focused on agonist redirected checkpoint therapeutics for cancer immunotherapy, as their CSO. Shattuck Labs is independently funded by outside investors and Heat has the potential to benefit from the success of Shattuck through milestone and royalty payments as they advance their product candidates. We look forward to continuing to work with Taylor in his newly appointed role as Chairman of our Scientific Advisory Board."



"I am excited to be joining Jeff and his team at Heat, and to be continuing my pursuit in immuno-oncology and infectious diseases," stated Dr. Hutchins. "I understand both the challenges and rewards of working within a start-up biotechnology environment, and am looking forward to offering my expertise in continuing to advance product candidates into the clinic and hopefully into the marketplace."

Prior to joining Peregrine in 2012, Dr. Hutchins served as Vice President, Preclinical Development at Inhibitex Inc, which was acquired by Bristol-Myers Squibb. From 1991 to 2000, Dr. Hutchins held several senior scientist positions in Discovery Research at Burroughs Wellcome and Glaxo Wellcome, with a visiting professor appointment at Rush Medical College. Dr. Hutchins earned a B.S. in Biology from Oral Roberts University, a Ph.D. in Biomedical Sciences from the University of Texas, Health Science Center at the M.D. Anderson Cancer Center and conducted postdoctoral training in the University of Southern California's Department of Microbiology at the Norris Cancer Center. Dr. Hutchins' publications and patents span the fields of oncology, infectious disease, osteoarthritis and immunology.

About Heat Biologics, Inc.

Heat Biologics, Inc. (Nasdaq: HTBX) is an immuno-oncology company developing novel therapies that are designed to activate a patient's immune system against cancer utilizing an engineered form of gp96, a protein that activates the immune system when cells die. Heat's highly specific T cell-stimulating therapeutic vaccine platform technologies, *ImPACT* and *ComPACT*, form the basis of its product candidates. These platforms, in combination with other therapies, such as checkpoint inhibitors, are designed to address three distinct but synergistic mechanisms of action: robust activation of CD8+ "killer" T cells (one of the human immune system's most potent weapons against cancer); reversal of tumor-induced immune suppression; and T cell co-stimulation to further enhance patients' immune response. Currently, Heat is conducting a Phase 1b trial with HS-110 (viagenpumatucl-L) in combination with an anti-PD-1 checkpoint inhibitor to treat patients with non-small cell lung cancer (NSCLC) and a Phase 2 trial with HS-410 (vesigenurtacel-L) in patients with non-muscle invasive bladder cancer (NMIBC).

Heat's wholly-owned subsidiary, Zolovax, Inc., is developing therapeutic and preventative vaccines to treat infectious diseases based on Heat's gp96 vaccine technology, with a current focus on the development of a Zika vaccine in conjunction with the University of Miami. The Zolovax patent portfolio also includes gp96 vaccines targeting West Nile virus, Dengue and yellow fever among others.

For more information, please visit www.heatbio.com.

**Forward Looking Statements**

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 on our current expectations and projections about future events. In some cases, forward-looking statements can be identified by terminology such as "may," "should," "potential," "continue," "expects," "anticipates," "intends," "plans," "believes," "estimates," and similar expressions. These statements are based upon current beliefs, expectations and assumptions and include statements regarding the potential to benefit to be received by Heat from the license with Shattuck Labs, Dr. Schreiber continuing to play a role with Heat, the belief that Heat has a strong position moving forward, Heat continuing to advance product candidates into the clinic and hopefully into the marketplace, the contributions to be made by Dr. Hutchins and the potential of Heat's *ImPACT* and *ComPACT* therapies. These statements are based on management's expectations and assumptions as of the date of this press release and are subject to a number of risks and uncertainties, many of which are difficult to predict that could cause actual results to differ materially from current expectations and assumptions from those set forth or implied by any forward-looking statements, including the ability of Heat to successfully integrate Dr. Hutchins into its management team, the ability of Shattuck to successfully develop its product candidates and for Heat to receive royalty or milestone payments from Shattuck, the ability of Heat's *ImPACT* and *ComPACT* therapies to perform as designed, to demonstrate safety and efficacy, as well as results that are consistent with prior results, the ability to enroll patients and complete the clinical trials on time and achieve desired results and benefits, the company's ability to obtain regulatory approvals for commercialization of product candidates or to comply with ongoing regulatory requirements, regulatory limitations relating to the company's ability to promote or commercialize its product candidates for specific indications, acceptance of its product candidates in the marketplace and the successful development, marketing or sale of products, the company's ability to maintain its license agreements, the continued maintenance and growth of its patent estate, its ability to establish and maintain collaborations, its ability to obtain or maintain the capital or grants necessary to fund its research and development activities, and its ability to retain its key scientists or management personnel and the other factors described in the company's annual report on Form 10-K for the year ended December 31, 2015 and other filings with the SEC. The information in this release is provided only as of the date of this release and the company undertakes no obligation to update any forward-looking statements contained in this release based on new information, future events, or otherwise, except as required by law.

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