

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): August 2, 2021

**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.)

**627 Davis Drive, Suite 400, Morrisville, North Carolina 27560**

(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, if Changed Since Last Report)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0002 par value per share	HTBX	The Nasdaq Stock Market (The Nasdaq Capital Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On August 2, 2021, the Board of Directors (the "Board of Directors") of Heat Biologics, Inc. (the "Company"), and the members of its Compensation Committee, adopted the Heat Biologics, Inc. 2021 Subsidiaries Stock Incentive Plan (the "SSIP"). The SSIP is designed to compensate employees of the Company's subsidiaries based on their responsibilities and for their contributions to the successful achievement of certain corporate goals and objectives of such subsidiaries and to share the success and risks of such subsidiaries based upon achievement of business goals. The SSIP is subject to stockholder approval and will terminate if not approved by the stockholders.

The SSIP allows for the grant of equity interests in subsidiaries of the Company (the "Equity Program"), including Skunkworx Bio, Inc. ("SkunkWorx"), Scorpion Biological Services, Inc. ("Scorpion"), Abacus Biotech, Inc. ("Abacus"), Blackhawk Bio, Inc. ("Blackhawk") and other newly formed subsidiaries of the Company that adopt the SSIP by resolution of their Board of Directors ("Participating Subsidiaries").

The purpose of the SSIP is to promote the interests of the Company and its stockholders by providing equity interests in one or more of the Participating Subsidiaries to directors, officers, employees and consultants of such Participating Subsidiaries, including directors, officers and employees of Heat who are also directors, officers and/or employees of such a Participating Subsidiary, in order to encourage them to enter into and continue in the employ or service of the Company and/or its Participating Subsidiaries, to acquire a proprietary interest in the long-term success of the Company and/or its Participating Subsidiaries and to reward the performance of individuals in fulfilling long-term corporate objectives.

The SSIP generally is administered by the Compensation Committee of the Board of Directors. The administrator of the SSIP will have full authority to establish rules and regulations for the proper administration of the SSIP, to determine the persons to whom and the time or times at which awards shall be granted; to determine the type and number of awards to be granted; to determine the number of shares of stock of a Participating Subsidiary to which an award may relate and the terms, conditions, restrictions and performance criteria of awards. However, no action or decision of the administrator may be taken with respect to a Participating Subsidiary (and its SSIP participants) without the approval of the Board of Directors of such Participating Subsidiary or a committee of such Board of Directors.

Persons eligible to participate in the SSIP include all employees, officers, directors and consultants of Participating Subsidiaries, including employees, officers and directors of the Company that are also employees or officers of one or more Participating Subsidiaries.

Ten percent (10%) of the total outstanding shares of common stock of each Participating Subsidiary (“Participating Subsidiary Stock”) as of the effective date of such Participating Subsidiary’s adoption of the SSIP shall be reserved for issuance under the Plan (all of which may be granted as incentive stock options). Shares of Participating Subsidiary Stock with respect to an award that are forfeited, cancelled, exchanged or surrendered will again be available for grants under the SSIP. However, shares of Participating Subsidiary Stock surrendered or withheld as payment of either the exercise price or withholding taxes will no longer be available for awards under the SSIP.

The SSIP allows for the grant of: (i) stock options to purchase shares of Participating Subsidiary Stock; (ii) stock appreciation rights based on Participating Subsidiary Stock; (iii) restricted stock of a Participating Subsidiary; (iv) restricted stock units for Participating Subsidiary Stock; and (v) other stock-based and cash-based awards to eligible individuals. The terms of awards will be set forth in an award agreement, consistent with the terms of the SSIP. No stock option will be exercisable later than ten years after the date it is granted.

The foregoing description of the SSIP does not purport to be complete and is qualified in its entirety by reference to the SSIP, a complete copy of which is incorporated herein by reference and is filed as Exhibit 10.1 to this Current Report on Form 8-K.

While grants under the SSIP may be made to our employees prior to such time as the plan is approved by our stockholders, any such grants will not be exercisable until shareholder approval of the SSIP is obtained and any grants made prior to approval will be forfeited and cancelled if the SSIP is not approved by our shareholders. On August 2, 2021 the Board of Directors, the Compensation Committee and the board of directors of Skunkworx, Scorpion, Abacus and Blackhawk have granted to Jeff Wolf an option under the SSIP to purchase 10,526, 10,638, 10,526 and 10,526 shares of common stock of Skunkworx, Scorpion, Abacus and Blackhawk, respectively, representing beneficial ownership of approximately 5.0% of the outstanding shares of common stock of each of Skunkworx, Scorpion, Abacus and Blackhawk, respectively. Skunkworx, Scorpion, Abacus and Blackhawk currently have 200,100, 200,100, 200,000 and 200,000 shares outstanding. In addition, the Board of Directors, the Compensation Committee and the board of directors of Scorpion have granted to William Ostrander an option under the SSIP to purchase 2,127 shares of common stock of Scorpion representing beneficial ownership of approximately 1.1% of the outstanding shares of common stock of Scorpion. The foregoing grants will be forfeited if the SSIP proposal is not approved by the stockholders of the Company.

#### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	<a href="#">Heat Biologics, Inc. 2021 Subsidiaries Stock Incentive Plan</a> (incorporated by reference to Appendix A to the Heat Biologics, Inc. Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on August 3, 2021)
10.2	<a href="#">Form of Stock Option Agreement for the Heat Biologics 2021 Subsidiaries Stock Incentive Plan</a>
10.3	<a href="#">Form of Restricted Stock Purchase Agreement for the Heat Biologics 2021 Subsidiaries Stock Incentive Plan</a>

#### 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: August 3, 2021

HEAT BIOLOGICS, INC.

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

**HEAT BIOLOGICS, INC.  
2021 SUBSIDIARIES STOCK INCENTIVE PLAN  
STOCK OPTION GRANT NOTICE  
(EARLY EXERCISE)**

{Corporation}(the “**Company**”), a wholly-owned subsidiary of Heat Biologics, Inc. (“**Parent**”), pursuant to the 2021 Subsidiaries Stock Incentive Plan (the “**Plan**”), has granted to Optionee an option to purchase the number of shares of the Company’s common stock, \$ \_\_\_ par value per share (the “**Common Stock**”) set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Grant Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

**OPTIONEE:** \_\_\_\_\_

**DATE OF GRANT:** \_\_\_\_\_

**VESTING COMMENCEMENT DATE:** \_\_\_\_\_

**TYPE OF OPTION:** Nonqualified Stock Option

**TOTAL SHARES OF COMMON STOCK COVERED BY OPTION:** \_\_\_\_\_

**EXERCISE PRICE:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

**VESTING SCHEDULE:** \_\_\_\_\_

Provided that the Optionee remains in Continuous Service (as defined in the Grant Agreement) on each vesting date, the Option shall vest in twelve equal monthly installments commencing on the first day of the month coincident with or next following the Vesting Commencement Date; provided, however, that the Option shall fully (100%) vest in the event of a “Change in Control” (as defined in the Plan). For the avoidance of doubt, no shares of Common Stock underlying the Option shall vest and become exercisable after the date on which the Optionee ceases to be in Continuous Service (as defined in the Grant Agreement), but the Option, to the extent vested as of the date on which Optionee’s Continuous Service terminates, shall remain exercisable to the extent provided by the Grant Agreement.

By the Optionee’s signature and the signature of the Company’s representative below, the Optionee and the Company agree that the Option is granted under and governed by the terms and conditions of the Plan, this Grant Notice, the Grant Agreement and form of Stock Restrictions Agreement, attached hereto and which are incorporated by reference herein. The Optionee acknowledges receipt of and has reviewed the Plan, this Grant Notice, the Grant Agreement and form of Stock Restrictions Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Grant Agreement and form of Stock Restrictions Agreement. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, this Grant Notice, the Grant Agreement and form of Stock Restrictions Agreement.

This Grant Notice may be executed and delivered electronically whether via the Company’s intranet or the Internet site of a third party or via email or any other means of electronic delivery specified by the Company.

**OPTIONEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**{COMPANY}**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachments:**

1. Stock Option Grant Agreement
2. Notice of Exercise
3. 2021 Stock Incentive Plan
4. Form of Stock Restrictions Agreement

**HEAT BIOLOGICS, INC.**  
**2021 SUBSIDIARIES STOCK INCENTIVE PLAN**  
**STOCK OPTION GRANT AGREEMENT**  
**(Early Exercise)**

**(NonQualified Stock Option)**

Pursuant to the terms of the Option Grant Notice (the “**Grant Notice**”) and this Stock Option Grant Agreement (the “**Grant Agreement**”), [Corporation], a Delaware corporation (the “**Company**”), has granted to the Optionee (as defined in the Grant Notice) an option under the Heat Biologics, Inc. 2021 Subsidiaries Stock Incentive Plan (the “**Plan**”) to purchase the number of shares of Common Stock indicated in the Grant Notice (the “**Shares**”) at the exercise price set forth therein. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. The Optionee agrees to be bound by the terms and conditions of the Plan, which are incorporated herein by reference and which control in case of any conflict with this Grant Agreement:

**A. EXERCISE/ VESTING SCHEDULE.** As set forth in the Grant Notice.

**B. RESTRICTED STOCK PURCHASE RIGHTS.** Notwithstanding anything contained herein to the contrary, the Optionee shall have the right to exercise this Option with respect to all or a portion of the Shares subject to the Option which have not become vested pursuant to the Grant Notice and to receive Shares in exchange for payment of the Exercise Price; provided that the Optionee executes a Stock Restrictions Agreement in the form attached as Exhibit A (the “**Restrictions Agreement**”) or such other form as the Company’s Board or the Committee may require, which Agreement shall, among other things, set forth terms under which the Shares acquired by the Optionee will be subject to forfeiture on the same vesting schedule as applies under the Grant Notice.

Optionee hereby acknowledges that the Optionee has been informed that, with respect to Shares acquired pursuant to exercise of the Option under this Paragraph B, Optionee may file an election with the Internal Revenue Service (“**IRS**”) within 30 days of such exercise electing pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the “**Code**”), to be taxed currently on the excess, if any, of the fair market value of the Shares purchased on the date of exercise over the exercise price of the Option with respect to such Shares. Absent such an election, taxable income will be measured and recognized by the Optionee at the time or times at which the forfeiture restrictions on the Shares lapse. The Optionee is strongly encouraged to seek the advice of his or her own tax consultants in connection with the filing of the election under Section 83(b) of the Code. If Optionee files an election under Section 83(b) of the Code with the IRS, he or she agrees to promptly furnish a copy of such election to the Company.

**C. NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to the Option and the exercise price per share set forth in the Grant Notice may be adjusted from time to time in accordance with the provisions of Section 4(b) of the Plan.

**D. EXERCISE OF OPTION FOLLOWING TERMINATION OF SERVICE :** This Option shall terminate and be cancelled to the extent not exercised before the earlier of the Expiration Date or ninety (90) days after the Optionee ceases to be in “Continuous Service” (as defined below).

“**Continuous Service**” means employment by or service to the Company, Parent or any of their respective Subsidiaries, whether as an employee, director, consultant, advisor or other individual service provider; provided, however, that periods of absence to the extent permitted by Company or Parent policies due to vacations, holidays, sick days, short term disability and other approved absences, will not be considered to be an interruption or termination of service hereunder. Changes in status between service as an employee, director, consultant, advisor or other individual service provider to Company, Parent or any of their respective Subsidiaries will not constitute an interruption of service.

Notwithstanding the foregoing, in the event that the Optionee’s Continuous Service terminates for “Cause” (as defined in the Plan), then (i) the Option shall thereupon be forfeited without payment of consideration therefore, (ii) any Shares for which the Company has not yet delivered share certificates will be immediately and automatically forfeited and the Company will refund to the Optionee the Option exercise price paid for such Shares, if any. In no event, however, shall this Option be exercised later than the Expiration Date as provided above and in no event shall this Option be exercised for more Shares than the Shares which otherwise have become exercisable as of the date of cessation of the Optionee’s Continuous Service.

**E. RESTRICTIONS AGREEMENT.** As a condition precedent to the exercise of this Option, the Optionee (or his/her estate or heir, or other permitted person exercising on the Optionee’s behalf, if applicable) shall be required to execute and deliver the Restrictions Agreement.

**F. METHOD OF EXERCISE.** This Option is exercisable by delivery of an exercise notice in the form attached as Exhibit B (the “**Exercise Notice**”) or such other form as the Committee may require, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the “**Exercised Shares**”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be completed by the Optionee and delivered to the Committee. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price for the Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of the fully executed Exercise Notice accompanied by the aggregate Exercise Price.

Notwithstanding the foregoing, no Exercised Shares shall be issued unless such exercise and issuance complies with the requirements relating to the administration of stock option plans and other applicable equity plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted, and the applicable laws of any foreign country or jurisdiction where stock grants or other applicable equity grants are made under the Plan; assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Shares.

**G. METHOD OF PAYMENT.** Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof:

1. cash;
2. certified or bank check; or
3. such other form of consideration and/or pursuant to such method as the Committee shall determine in its sole and absolute discretion, provided that such form of consideration and/or method is permitted by the Plan and by applicable law.

Upon exercise of the Option by the Optionee and prior to the delivery of such Exercised Shares, the Company shall have the right to require the Optionee to remit to the Company cash in an amount sufficient to satisfy applicable Federal and state tax withholding requirements (or to make such other provision for such tax withholding requirements permitted by the Plan and by applicable law).

**H. TAXES.** By executing this Grant Agreement, Optionee acknowledges and agrees that Optionee is solely responsible for the satisfaction of any applicable taxes that may be imposed on Optionee that arise as a result of the grant, vesting or exercise of the Option (including without limitation any taxes arising under Section 409A of the Code (regarding deferred compensation) or Section 4999 of the Code (regarding golden parachute excise taxes), and that neither the Company nor the Committee shall have any obligation whatsoever to pay such taxes or otherwise indemnify or hold Optionee harmless from any or all of such taxes.

**I. NON-TRANSFERABILITY OF OPTION.** This Option (including, without limitation, any economic right therein or related thereto) may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of the Plan and this Grant Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

**J. SECURITIES MATTERS.** All Shares and Exercised Shares shall be subject to the restrictions on sale, encumbrance and other disposition provided by Federal or state law. The Company shall not be obligated to sell or issue any Shares or Exercised Shares pursuant to this Grant Agreement unless, on the date of sale and issuance thereof, such Shares are either registered under the Securities Act of 1933, as amended, and all applicable state securities laws, or are exempt from registration thereunder. The Shares and Exercised Shares may be subject to transferability restrictions and other encumbrances pursuant to the Company's bylaws and/or the Restrictions Agreement.

**K. OTHER PLANS.** No amounts of income received by the Optionee pursuant to this Grant Agreement shall be considered compensation for purposes of any pension or retirement plan, insurance plan or any other employee benefit plan of the Company, Parent or any of their respective Subsidiaries, unless otherwise provided in such plan.

**L. NO GUARANTEE OF CONTINUED SERVICE.** The Optionee acknowledges and agrees that this Grant Agreement, the transactions contemplated hereunder and the exercise schedule set forth herein do not constitute an express or implied promise of continued employment or service for the exercise period, for any period, or at all, and shall not interfere with the Optionee's right or the right of Company, Parent or any of their respective Subsidiaries to terminate the employment or service relationship at any time, with or without cause.

**M. ENTIRE AGREEMENT; GOVERNING LAW.** The Plan is incorporated herein by reference. The Plan, this Grant Agreement and the Grant Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This Grant Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

\* \* \*

**EXHIBIT A**

**STOCK RESTRICTIONS AGREEMENT**

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**EXHIBIT B**

**HEAT BIOLOGICS, INC.  
2021 SUBSIDIARIES STOCK INCENTIVE PLAN**

**NOTICE OF EXERCISE**

[Corporation]

Attention: [Corporate Secretary]

1. **Exercise of Option.** Effective as of today, \_\_\_\_\_, 20\_\_, the undersigned (“**Purchaser**”) hereby elects to purchase \_\_\_\_\_ shares (the “**Shares**”) of the Common Stock of {Corporation} (the “**Company**”) under and pursuant to the Heat Biologics, Inc. 2021 Subsidiaries Stock Incentive Plan (the “**Plan**”), the Stock Option Grant Notice and the Stock Option Grant Agreement dated \_\_\_\_\_ (collectively, the “**Grant Documents**”). The per share purchase price for the Shares shall be \$\_\_\_\_\_ for an aggregate purchase price of \$\_\_\_\_\_, as required by the Grant Documents. All of the Shares shall represent Shares acquired by reason of the exercise of a Nonqualified Stock Option.

2. **Delivery of Payment, Restrictions Agreement.** Purchaser herewith delivers to the Company the full purchase price for the Shares and the applicable Restrictions Agreement required by the Company, duly executed by Purchaser. Purchaser acknowledges and agrees that any breach of the terms of the Plan would result in substantial harm to the Company and its stockholders for which monetary damages alone could not adequately compensate. Therefore, Purchaser unconditionally and irrevocably agrees that the Company shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of the Shares not made in strict compliance with the Plan).

3. **Rights as Stockholder.** Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares covered by the Option, notwithstanding the exercise of the Option. The Shares so acquired shall be issued to the Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance.

4. **Tax Consultation.** Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser’s purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

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5. **Investment Representations.** Purchaser represents, warrants and covenants as follows:

(a) Purchaser is purchasing the Shares for the Purchaser’s own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933, as amended (the “**Securities Act**”), or any rule or regulation under the Securities Act.

(b) Purchaser has had such opportunity as the Purchaser deemed adequate to obtain from representatives of the Company such information as is necessary to permit the Purchaser to evaluate the merits and risks of the Purchaser’s investment in the Company.

(c) Purchaser has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(d) Purchaser can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(e) Purchaser understands that (i) the Shares have not been registered under the Securities Act and are “restricted securities” within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year (or, if the Shares were acquired in compliance with Rule 701 of the Securities Act, ninety days after an initial public offering of the Common Stock) and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are met; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with

respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

6. **Notice.** All notices and other communications given or made hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. Subject to the limitations set forth in Section 232(e) of the General Corporation Law of the state of Delaware (the “**DGCL**”), the Purchaser consents to the delivery of any notice or communications to stockholders given by the Company under this Agreement, the DGCL or the Company’s Certificate of Incorporation or Bylaws by (i) facsimile telecommunication to the facsimile number set forth below (or to any other facsimile number for the Purchaser in the Company’s records), (ii) electronic mail to the electronic mail address set forth below (or to any other electronic mail address for the Purchaser in the Company’s records), (iii) posting on an electronic network together with separate notice to the Purchaser of such specific posting or (iv) any other form of electronic transmission (as defined in the DGCL) directed to the Purchaser. This consent may be revoked by the Purchaser by written notice to the Company (the “**Consent Revocation**”) and may be deemed revoked in the circumstances specified in Section 232 of the DGCL. A copy of the Consent Revocation (which shall not constitute notice) shall also be sent to \_\_\_\_\_.

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7. **Entire Agreement; Governing Law.** The Plan and Grant Documents are incorporated herein by reference. This Agreement, the Plan and the Grant Documents constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser’s interest except by means of a writing signed by the Company and Purchaser. This Agreement will be interpreted and enforced under the laws of the State of Delaware, without regard to conflict or choice of law principles.

By delivering this Notice of Exercise, the undersigned acknowledges receipt of the Plan and the Company’s Bylaws, each of which may be different from those previously delivered to Purchaser.

Submitted by:

**PURCHASER**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by:

**[CORPORATION]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

## STOCK RESTRICTIONS AGREEMENT

This **Stock Restriction Agreement** (this “**Agreement**”) is made as of [\_\_\_\_], 2021 (the “**Effective Date**”), by and between [Corporation] a Delaware corporation (the “**Company**”) and [\_\_\_\_] (“**Stockholder**”).

### Recitals

A. Stockholder has subscribed to purchase [\_\_\_\_] shares (the “**Shares**”) of the Company’s common stock, par value [\$0.0001] per share (“**Common Stock**”) on even date herewith (the “**Equity Purchase**”) pursuant to the terms and conditions of that certain Stock Option Grant Agreement (Early Exercise) dated as of [\_\_\_\_, 2021] (the “**Original Agreement**”);

B. In connection with the Equity Purchase, Stockholder is willing to subject the Shares (such shares, the “**Restricted Stock**”) to the restrictions in this Agreement.

### Agreement

**Now, Therefore**, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree to the following provisions of this Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Heat Biologics, Inc. 2021 Subsidiaries Stock Incentive Plan (the “**Plan**”).

#### 1. Repurchase Option.

(a) **Repurchase Right.** In the event Stockholder’s ceases to be in “**Continuous Service**” (as defined in the Original Agreement) for any reason (including death or disability), then the Company shall have an irrevocable option (“**Repurchase Option**”), for a period of ninety (90) days following the later of the date that the option under the Original Agreement was exercised or the date of such cessation of Continuous Service, or such longer period as may be agreed to by the Company and Stockholder, to repurchase from Stockholder or Stockholder’s personal representative, as the case may be:

(i) at a purchase price per share equal to the Exercise Price specified in the Original Agreement (the “**Unvested Option Price**”), all or a portion of the shares of Restricted Stock that have not vested in accordance with the provisions of the Original Agreement (the “**Unvested Shares**”) as of such termination date.

(ii) at a purchase price equal to the fair market value per share of Company Stock (the “**Vested Option Price**” and together with the Unvested Option Price, the “**Applicable Option Price**”), all or a portion of the shares of Restricted Stock that have vested in accordance with the provisions of the Original Agreement (the “**Vested Shares**”) as of such termination date; provided, however, that if Stockholder’s Continuous Service is terminated for “**Cause**” (as defined in the Plan), then the purchase price per share under this Section 1(a) (ii) shall be equal to the lesser of the fair market value per share of Company Stock or the Unvested Option Price. The fair market value per share of Company Stock as of any date shall be established by an independent valuation firm selected in good faith by the Company’s Board. The Company shall bear all expenses of such valuation firm.

Stockholder hereby acknowledges that the Company has no obligation, either now or in the future, to repurchase any of the Shares, whether vested or unvested, at any time.

( b ) **Exercise of Repurchase Option.** The Repurchase Option may be exercised by written notice signed by an officer of the Company or by any assignee or assignees of the Company and delivered or mailed as provided in Section 11(a). Such notice will identify the number of Shares to be purchased and will notify Stockholder of the time, place and date for settlement of such purchase, which will be scheduled by the Company within the term of the Repurchase Option set forth in Section 1(a) above. Subject to Section 8, the Company will pay for any Shares purchased pursuant to its Repurchase Option in a single cash payment. If the Company is precluded pursuant to Section 8 from paying the purchasing the Restricted Stock in a single cash sum, the Company will provide Stockholder a promissory note providing for payment of the Applicable Option Price over a term of not more than twenty-four (24) months with interest at a rate as set forth in Section 8. Upon delivery of such notice and payment of the purchase price (or delivery of such promissory note), the Company will become the legal and beneficial owner of the Shares being repurchased and all rights and interest in such Shares, and the Company will have the right to transfer to its own name the Shares being repurchased by the Company, without further action by Stockholder.

( c ) **Shareholder Rights.** Until the Shares become Vested Shares, they shall be held physically by the Company or in book entry form on the Company’s records. Except as otherwise provided in this Agreement or the Original Agreement, Stockholder shall have all the rights of a shareholder of Common Stock with respect to the Shares (whether vested or not) including the right to vote the Shares and receive all dividends and other distributions paid or made with respect thereto; provided, however, that such dividends and other distributions shall be retained by the Company for Stockholder’s account and for delivery to Stockholder, together with the stock certificate or certificates representing such Shares, as and when the Shares to which such dividends relate become Vested Shares.

#### 2. Limitations on Transfer; Right of First Refusal.

( a ) **General.** In addition to any other limitation on transfer created by applicable securities laws, Stockholder shall not assign,

hypothecate, donate, encumber or otherwise dispose of any interest in the Unvested Shares while such Unvested Shares are subject to the Repurchase Option. After any Unvested Shares have become Vested Shares, Stockholder will not assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Shares except in compliance with the provisions in this Agreement, the Original Agreement, the Bylaws, and the provisions of applicable securities laws.

( b ) **Right of First Refusal.** The Stockholder shall not transfer any of the Vested Shares, except by a transfer that meets the following requirements:

( i ) **Notice Requirement.** If at any time Stockholder proposes to sell or otherwise transfer or assign for cash, cash equivalents or any other form of consideration (including a promissory note) pursuant to a bona fide offer from any third party all or some of the Vested Shares (the “**Offered Shares**”), Stockholder shall first give written notice of the proposed transfer (the “**Transfer Notice**”) to the Company. The Transfer Notice shall name the proposed transferee(s) and state the number of Shares to be transferred, the price per Share and all other material terms and conditions of the transfer.

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( ii ) **Company Purchase.** For fifteen (15) days following its receipt of such Transfer Notice, the Company shall have the right to purchase all or any lesser part of the Offered Shares at the price and upon the terms and conditions set forth in the Transfer Notice. In the event the Company elects to purchase all or any lesser part of the Offered Shares, it shall give written notice of its election to Stockholder within such 15-day period, and the settlement of the sale on such Offered Shares shall be made as provided below in Section 2(b)(iii) of this Agreement.

( iii ) **Settlement.** If the Company elects to acquire all or any lesser part of the Offered Shares, the Company shall so notify Stockholder, and settlement shall be made at the principal office of the Company in cash within thirty (30) days after the Company receives the Transfer Notice; provided, however, if the terms of payment set forth in Stockholder's Transfer Notice were other than cash against delivery, the Company may pay for such Offered Shares on the same terms and conditions set forth in the Transfer Notice.

( iv ) **Sales Free of Restrictions.** If the Company does not elect to purchase all of the Offered Shares, Stockholder may, not sooner than fifteen (15) or later than sixty (60) days following the Company's receipt of the Transfer Notice, enter into an agreement providing for the closing of the transfer of the Offered Shares covered by the Transfer Notice within thirty (30) days of the date such agreement is entered into on the same terms and conditions as those described in the Transfer Notice. Any proposed transfer on different terms and conditions than those described in the Transfer Notice, as well as any subsequent proposed transfer of any of the Shares, shall again be subject to the right of first refusal of the Company and shall require compliance by Stockholder with the procedures described in this Section 2(b).

( v ) **Exempt Transactions.** The following transactions shall be exempt from the provisions of this Section 2(b): (A) Stockholder's transfer of any or all of the Shares, either during Stockholder's lifetime or on death by will or the laws of descent and distribution, to one or more members of Stockholder's immediate family, to a trust for the exclusive benefit of Stockholder or such immediate family members, to any other entity owned exclusively by Stockholder or such immediate family members, or to any combination thereof (each, a “**Permitted Transferee**”); provided, however, that no transfers made pursuant to any divorce or separation proceedings or settlements shall be exempt from this Section 2. “**Immediate family**” shall mean spouse (including, without limitation, any domestic partner or partner by virtue of same-sex marriage and/or civil union), children, grandchildren, parents or siblings of Stockholder, including in each case adoptive relations; or (B) any transfer pursuant to a registration statement filed by the Company with the Securities and Exchange Commission. Notwithstanding anything to the contrary contained elsewhere in this Section 2, except with respect to a transfer pursuant to Section 2(b)(v)(B), any proposed transferee or Permitted Transferee of Stockholder shall receive and hold such stock subject to the provisions of this Agreement, and, as a condition of such transfer, shall deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement. There shall be no subsequent transfer of such stock except in accordance with this Section 2.

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( vi ) **Compliance.** In the event of a conflict between this Agreement and the Bylaws containing a preexisting right of first refusal, the terms of the Bylaws will control and compliance with the Bylaws shall be deemed compliance with this Section 2.

( vii ) **Effect of Prohibited Transfer.** The Company shall not be required to (A) transfer on its books any of the Shares that have been sold or transferred in violation of any of the provisions set forth in this Agreement or (B) treat as owner of such Shares or to pay dividends or other distributions to any transferee to whom any such Shares shall have been so sold or transferred.

### 3. Drag-Along Right; Irrevocable Proxy and Power of Attorney.

( a ) **Actions to be Taken.** In the event that the holders of at least a majority of the outstanding capital stock of the Company (voting together on an as-converted to Common Stock basis) (the “**Electing Holders**”) approve a “**Change in Control**” (as defined in the Plan), then Stockholder hereby agrees:

( i ) with respect to all Shares that Stockholder owns or over which Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Change in Control (together with any related amendment or restatement to the Company's certificate of incorporation then in effect required to implement such Change in Control) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Change in Control;

(ii) if such transaction is a sale of stock, to sell the same proportion of shares of capital stock of the Company beneficially held by Stockholder as is being sold by the Electing Holders to the Person to whom the Electing Holders propose to sell their shares, and on the same terms and conditions as the other stockholders of the Company;

(iii) to execute and deliver all related documentation and take such other action in support of the Change in Control as shall reasonably be requested by the Company or the Electing Holders in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(iv) not to deposit, and to cause Stockholder's Affiliates (as defined below) not to deposit, except as provided in this Section 3, any Shares owned by Stockholder or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Change in Control;

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(v) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Change in Control, or (ii); asserting any claim or commencing any suit (x) challenging the Change in Control or this Agreement, or (y) alleging a breach of any fiduciary duty of the Electing Holders or any Affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Change in Control, or the consummation of the transactions contemplated thereby;

(vi) if the consideration to be paid in exchange for the Shares pursuant to this Section 4 includes any securities or other consideration that would under applicable law require (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the "Securities Act" (as defined in the Plan), the Company may cause to be paid to Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(vii) in the event that the Electing Holders, in connection with such Change in Control, appoint a stockholder representative (the "**Stockholder Representative**") with respect to matters affecting Stockholder under the applicable definitive transaction agreements following consummation of such Change in Control, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Change in Control and its related service as the representative of Stockholder, and (y) not to assert any claim or commence any suit against Stockholder Representative or any other Person with respect to any action or inaction taken or failed to be taken by Stockholder Representative, within the scope of Stockholder Representative's authority, in connection with its service as Stockholder Representative, absent fraud, bad faith, or willful misconduct.

For purposes of this Agreement, "**Affiliate**" shall mean, with respect to a Person, a Person that directly or indirectly Controls, or is Controlled by, or is under common Control with such Person; and "**Control**" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (the terms "**Controlled by**" and "**under common Control with**" shall have correlative meanings).

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(b) **Irrevocable Proxy and Power of Attorney.** Stockholder hereby constitutes and appoints as proxy and hereby grants a power of attorney to the Secretary of the Company, and a designee of the Electing Holders, and each of them, with full power of substitution, with respect to votes regarding any Change in Control pursuant to Section 3 hereof, and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Section 3, all of such party's shares of Common Stock in approval of any Change in Control pursuant to and in accordance with the terms and provisions of this Section 3 or to take any action reasonably necessary to effect this Section 3. Each of the proxy and power of attorney granted pursuant to this Section 3(b) shall be irrevocable unless and until such obligations expire in accordance with Section 4.

**4 . Termination of Repurchase Option, Right of First Refusal, Drag-Along Right.** Section 1 (solely with respect to Vested Shares), Section 2 and Section 3 of this Agreement shall terminate upon the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 (a "**Company IPO**").

**5 . Market Stand-Off; Agreement to Lock-Up.** Stockholder hereby agrees that he will not, without the prior written consent of the managing underwriter, during the period commencing on the date of a Company IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or

indirectly, any shares of Company capital stock held immediately prior to the effectiveness of the registration statement for the Company IPO; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Company capital stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of shares of Company capital stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with a Company IPO are intended third party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Stockholder further agrees to execute such agreements as may be reasonably requested by the underwriters in a Company IPO that are consistent with this Section 5 or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Company capital stock of Stockholder (and transferees and assignees thereof) until the end of such restricted period.

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**6. Restrictive Legends.** All certificates representing the Restricted Stock will have endorsed legends in substantially the following form (in addition to any other legend which may be required by other agreements between the parties to this Agreement or by applicable law):

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS SET FORTH IN A STOCK RESTRICTION AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER’S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH OPTION IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.”

The Company will remove or cause the removal of the foregoing legends as and to the extent of the lapse of the applicable restrictions.

**7 . Refusal to Transfer.** The Company will not be required (a) to transfer on its books any Shares which will have been transferred in violation of any of the provisions set forth in this Agreement, the Original Agreement or the Plan, or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares will have been so transferred.

**8 . Company’s Right to Defer Payments.** Notwithstanding anything herein to the contrary, no payment shall be made under this Agreement, or under any promissory note issued by the Company pursuant to this Agreement, that would cause the Company to violate any banking agreement or loan or other financial covenant or cause default of any senior indebtedness of the Company, regardless of when such agreement, covenant or indebtedness was created, incurred or assumed. Any payment under this Agreement that would cause such violation or default shall be deferred until, in the sole discretion of the Company’s Board of Directors, such payment shall no longer cause any such violation or default. Any payment deferred in consequence of the provisions of the preceding sentence shall bear simple interest from the date such payment would otherwise have been made to the date when such payment is actually made, at a rate which is equal to the prime rate of interest published in the *Wall Street Journal* from time-to-time during the period of such deferral, but in no event shall such rate of interest exceed ten percent (10%) per annum. The Company shall pay interest at the same time as it makes the payment to which such interest relates.

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**9. Service.** Neither this Agreement nor any action taken hereunder shall be construed as giving Stockholder any right of continuing service with the Company or any of its Affiliates, including without limitation Heat Biologics, Inc.

**10 . Section 83(b) Election.** Stockholder hereby acknowledges that Stockholder has been informed that Stockholder may file an election with the Internal Revenue Service, within 30 days of the exercise of the Option, electing pursuant to Section 83(b) of the Code to be taxed currently on any difference between the purchase price of the Shares and their fair market value on the date of exercise of the Option. Absent such an election, taxable income will be measured and recognized by Stockholder at the time or times at which the Shares become Vested Shares. The Stockholder is strongly encouraged to seek the advice of his or her own tax consultant in connection with the issuance of the Shares and the advisability of filing of the election under Section 83(b) of the Code. **SHAREHOLDER ACKNOWLEDGES THAT IT IS NOT THE COMPANY’S RESPONSIBILITY, BUT RATHER IS SHAREHOLDER’S SOLE RESPONSIBILITY, TO FILE THE ELECTION UNDER SECTION 83(b) TIMELY.** If Stockholder files an election under Section 83(b) of the Code, Stockholder shall promptly furnish the Company with a copy of the election.

**11. Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile or e-mail if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the other party to this Agreement at such party’s address set forth on the signature page to this Agreement, or at such other address as such party may designate by ten (10) days advance written notice to the other party to this Agreement.

( b ) **Adjustments to Shares.** If, from time to time, there is any change affecting the Company's outstanding Common Stock as a class that is effected without the receipt of consideration by the Company (through merger, consolidation, reorganization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, change in corporation structure or other transaction not involving the receipt of consideration by the Company), then any and all new, substituted or additional securities or other property (including cash) to which Stockholder is entitled by reason of Stockholder's ownership of Shares will be immediately subject to the terms and conditions of this Agreement, including without limitation the Repurchase Option, with the same force and effect as the Shares then subject to this Agreement.

( c ) **Governing Law.** This Agreement, and all matters arising directly or indirectly from this Agreement, will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

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( d ) **Entire Agreement; Amendment.** This Agreement (including the exhibits to this Agreement) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties to this Agreement.

( e ) **Successors and Assigns.** This Agreement will inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth in this Agreement, be binding upon Stockholder, Stockholder's successors, and assigns. The Repurchase Option of the Company under this Agreement shall be assignable by the Company to any Person at any time or from time to time, in whole or in part.

( f ) **Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

( g ) **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both the Company and Stockholder.

( h ) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

( i ) **Counterparts.** This Agreement may be executed in two or more counterparts, including facsimile counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**[CORPORATION]**

By: \_\_\_\_\_

Name:

Title:

**STOCKHOLDER**

\_\_\_\_\_  
Name:

