

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-K/A

Amendment No. 1

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition period from _____ to _____.

Commission file number: 0-31265

MABVAX THERAPEUTICS HOLDINGS, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

93-0987903
(I.R.S. Employer
Identification No.)

11535 Sorrento Valley Rd., Suite 400, San Diego, CA
(Address of principal executive offices)

92121
(Zip Code)

Registrant's telephone number, including area code: (858) 259-9405

Securities registered pursuant to Section 12(b) of the Act: None

Title of Each Class
None

Name of Each Exchange on Which Registered

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

Common Stock, \$0.01 par value per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES NO

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Sec. 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Sec.229.405 of this Chapter) is not contained herein, and will not be contained to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act.). YES NO

The aggregate market value of the voting common stock held by non-affiliates of the Registrant was approximately \$54,552,000 as of June 30, 2015, based upon the closing sale price on the OTCQB Market of \$2.32 per share reported on such date.

As of March 14, 2016, there were 29,211,272 shares of the registrant's common stock outstanding.

EXPLANATORY NOTE

The Company is filing this Amendment No. 1 to its Annual Report on Form 10-K for the year ended December 31, 2015, as filed on March 14, 2016 (the "Form 10-K"),

We are filing this Amendment No. 1, to present the information required by Part III of Form 10-K, which information was previously omitted from the Form 10-K in reliance on General Instruction G (3) to Form 10-K.

No other changes have been made to the Form 10-K. Except as otherwise set forth below, this Amendment does not reflect events that have occurred after March 14, 2016, the original filing date of the Form 10-K, or modify or update the disclosures presented therein.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Board of Directors

<u>Name</u>	<u>Position</u>
J. David Hansen	Chairman of the Board of Directors, President and Chief Executive Officer
Kenneth M. Cohen	Director (1)(2)(3)(4)
Jeffrey F. Eisenberg	Director (4)
Robert E. Hoffman	Director (1)(2)(3)(4)
Philip O. Livingston, M.D.	Director, Chief Science Officer
Paul V. Maier	Director (1)(3)(4)
Jeffrey V. Ravetch, M.D., Ph.D.	Director
Thomas C. Varvaro	Director (1)(2)(3)(4)

- (1) Member of our audit committee
- (2) Member of our compensation committee
- (3) Member of our nominating and governance committee
- (4) Independent member of the board

The following is a brief summary of the background of each of our directors

J. David Hansen, 64, serves as our President, Chief Executive Officer, and as Chairman of our Board of Directors and, prior to the merger with Telik, Inc. on July 8, 2014 (the “Merger”), served as President, Chief Executive Officer, and Chairman of the Board of Directors of MabVax Therapeutics, Inc. after co-founding the Company in 2006. Mr. Hansen is an experienced biopharmaceutical executive with more than 30 years of industry experience. He has held senior management roles in both private start-up companies as well as small to mid-sized public companies. His senior level experience includes executive management, finance and accounting, corporate development, sales and marketing. During his career, Mr. Hansen has executed a wide variety of in and out licensing agreements, research and development collaborations, joint ventures, divestitures, and acquisitions. Mr. Hansen has developed expertise in the therapeutic areas of immunology, oncology, and infectious disease. Mr. Hansen gained executive management experience at several life sciences companies prior to co-founding the Company that make him particularly suited for his leadership role in the Company. For example, he was a corporate officer of Avanir Pharmaceuticals where he held the titles of Vice President of Commercial Development, Senior Vice President of Corporate Development, and President and Chief Operations Officer of the Avanir Subsidiary Xenerex Biosciences. Prior to Avanir, Mr. Hansen served in multiple roles at Dura Pharmaceuticals including National Sales Director, Director of Marketing, and Director of Business Development. He has additional management experience with Merck & Co. (Schering-Plough), Key Pharmaceuticals, and Bristol Myers Squibb. We believe that Mr. Hansen’s extensive experience with public and private pharmaceutical companies in a leadership role qualifies him to serve as the Chairman of our Board of Directors and as our President and Chief Executive Officer.

Kenneth M. Cohen, 60, serves as a member of our Board of Directors and, prior to the Merger, served as a member of the Board of Directors of MabVax Therapeutics, Inc. since July of 2014. Since 2007, Mr. Cohen has served either as a board member, executive officer or advisor to various companies, entrepreneurs and investors in the life sciences area. From January 2011 to August 2014 he served as a member of the Board of Directors of Adamis Pharmaceuticals Corporation (a public pharmaceutical company). He was a co-founder of publicly held Somaxon Pharmaceuticals, and served as its President and Chief Executive Officer from 2003 through 2007 and continued as a director until June 2008. Prior to Somaxon Pharmaceuticals, Mr. Cohen gained executive management and board experience through various executive positions that make him suitable for membership on the Board of Directors of the Company. For example, he was President and Chief Executive Officer of Synbiotics Corporation; Executive Vice President and Chief Operating Officer for Canji Incorporated, a human gene-therapy company that was acquired by Schering-Plough Corporation; Vice President of Business Affairs at Argus Pharmaceuticals, Inc.; and Vice President of Marketing and Business Development for LifeCell Corporation. Mr. Cohen began his career at Eli Lilly and Company where, among many different responsibilities over ten years, he directed business planning for the Medical Instrument Systems Division and managed the launch of Prozac. He received an A.B. in biology and chemistry from Dartmouth College and an M.B.A. from the Wharton School of the University of Pennsylvania. We believe that Mr. Cohen’s 20 years of experience serving as an executive officer including chief executive officer of several life sciences companies, and serving as a member of the board of several life sciences companies qualifies him to serve as a member of the Board of Directors.

Jeffrey F. Eisenberg, 50, has served as a member of our Board of Directors since February 2016. Mr. Eisenberg has served in a variety of senior management positions, and has developed significant experience in the areas of corporate transactions, strategic alliances, product development, commercialization, manufacturing and talent management. From November 1998 to December 2015 Mr. Eisenberg held various executive management positions including President, Chief Executive Officer and a board member of Noven Pharmaceuticals, Inc., the U.S. prescription pharmaceutical division of Hisamitsu Pharmaceutical Inc., a Japanese pharmaceutical company and the world’s largest manufacturer of transdermal drug patches. Mr. Eisenberg led the post-acquisition integration of JDS Pharmaceuticals, a private specialty pharmaceutical company purchased by Noven in 1997, as well as the integration of Noven and Hisamitsu following the 2009 acquisition. From 2007 to August 2014 Mr. Eisenberg also served as President of Novogyne Pharmaceuticals, a Women’s Health commercial joint venture between Noven and Novartis Pharmaceuticals Corporation. Mr. Eisenberg was appointed President and Chief Executive Officer of Noven following Hisamitsu’s acquisition of Noven. Prior to Noven Pharmaceuticals, Inc., Mr. Eisenberg gained extensive legal experience serving as Associate General Counsel and then as Acting General Counsel of IVAX Corporation, at the time a publicly-traded pharmaceutical company with global operations. Prior to serving at IVAX, Mr. Eisenberg was a lawyer in the corporate securities department of the Florida law firm of Steel Hector & Davis, where he began his professional career in 1990.

Mr. Eisenberg is an expert in corporate governance, having advised the boards of IVAX, Noven and others through a number of significant internal and external issues, including mergers and acquisitions, corporate financings, strategic alliances, CEO transitions, securities class action lawsuits, FDA warning letters and consent decrees, and development and implementation of corporate governance policies. Mr. Eisenberg holds a BS, Economics degree from the Wharton School of the University of Pennsylvania, and a JD degree from Columbia University Law School. We believe that Mr. Eisenberg's extensive experience in corporate transactions, product development, corporate governance and executive leadership, qualifies him to serve as a member of our Board of Directors.

Robert E. Hoffman, 50, has served as a member of our Board of Directors since September 2014. Mr. Hoffman is Chief Financial Officer of AnaptysBio, a position he has held since July 2015. Mr. Hoffman was the Senior Vice President, Finance and Chief Financial Officer of Arena Pharmaceuticals, Inc., a publicly traded biopharmaceutical company, until July 2015 and has held other finance and accounting management roles at Arena since 1997, except that from March 2011 to August 2011, Mr. Hoffman served as Chief Financial Officer for Polaris Group, a privately held drug development company. Mr. Hoffman is currently a member of the board of directors of CombiMatrix Corporation, a molecular diagnostics company and Kura Oncology, Inc. a biopharmaceutical company. He also currently serves as a member of the Financial Accounting Standards Board's Small Business Advisory Committee and the steering committee of the Association of Bioscience Financial Officers. In addition, Mr. Hoffman is a member and a former director and President of the San Diego Chapter of Financial Executives International. Mr. Hoffman holds a B.B.A. from St. Bonaventure University, and is licensed as a C.P.A. (inactive) in the State of California. We believe Mr. Hoffman's 17 years of experience in serving as an executive officer of a publicly traded life sciences company and service as a member of the board of directors of two life sciences companies qualifies him to serve as a member of our Board of Directors, and as an Audit Committee financial expert.

Philip O. Livingston, M.D., 73, serves as a member of our Board of Directors and our Chief Science Officer and, prior to the Merger, served as a member of the Board of Directors and Chief Science Officer of MabVax Therapeutics, Inc. since 2012. He received his MD degree from Harvard Medical School and was Professor of Medicine in the Joan and Sanford Weill Medical College at Cornell University and Attending Physician and Member in Memorial Sloan-Kettering Cancer Center where he treated melanoma patients and ran the Cancer Vaccinology Laboratory research lab for over 30 years until his retirement from MSK October 1, 2011. Dr. Livingston's research focused on: identification of suitable targets for immunotherapy of a variety of cancers, construction of polyvalent conjugate vaccines specifically designed to augment antibody responses against these targets, and identification of optimal immunological adjuvants to further augment the potency of these vaccines. He has over 150 publications and 4 issued and 3 pending patents concerning cancer vaccines. Recently, Dr. Livingston helped establish MabVax Therapeutics, Inc., and another biotech company, Adjuvance Technologies, Inc. MabVax supports two randomized Phase II trials with these MSK polyvalent vaccines and establishment of human monoclonal antibodies from the blood of immunized patients. We believe that Dr. Livingston's extensive expertise in immunotherapy qualifies him to serve as a member of our Board of Directors and our Chief Science Officer.

Paul V. Maier, 68, joined our Board of Directors in July 2014. Since 2007, Mr. Maier has served as a member of the Board of Directors of International Stem Cell Corporation (a public life science company) and currently serves as the Chairperson of its Audit Committee and as a member of its Compensation and Governance Committees. Since 2012 Mr. Maier has served as Chairman of the Audit Committee and a member of the Governance Committee of the Board of Directors of Apricus Biosciences, Inc. (a public pharmaceutical company). Since 2015, Mr. Maier has served as Chairman of the Audit Committee and member of the Compensation Committee of the Board of Directors of Ritter Pharmaceuticals (a public pharmaceutical company). Mr. Maier also serves as a Director of Biological Dynamics, a private life science company. From 2009 to June 2014, Mr. Maier served as the Chief Financial Officer of Sequenom, Inc., (a public biotechnology company). Prior to Sequenom, Inc., Mr. Maier gained executive management experience through various management positions that make him suitable for membership on the Board of Directors of the Company. For example, Mr. Maier served as Senior Vice President and Chief Financial Officer of Ligand Pharmaceuticals, Inc., where he helped build Ligand from a venture stage company to a commercial, integrated biopharmaceutical organization. Prior to Ligand Pharmaceuticals, Inc., he held various management and finance positions at ICN Pharmaceuticals. Mr. Maier received his M.B.A. from Harvard Business School and a B.S. from Pennsylvania State University. We believe that Mr. Maier's over 20 years of experience in life sciences as a chief financial officer and serving on the board of several life sciences public companies qualifies him to serve as a member of the Board of Directors and as chair of the Audit Committee.

Jeffrey V. Ravetch, M.D., Ph.D., 64, serves as a member of our Board of Directors and, prior to the Merger, served as a member of the Board of Directors of MabVax Therapeutics, Inc. since March 2014. Dr. Ravetch has served as the Theresa and Eugene Lang Professor at the Rockefeller University and Head of the Leonard Wagner Laboratory of Molecular Genetics and Immunology since 1997.

Dr. Ravetch, a native of New York City, received his undergraduate training in molecular biophysics and biochemistry at Yale University, earning his B.S. degree in 1973, working with Donald M. Crothers on the thermodynamic and kinetic properties of synthetic oligoribonucleotides. Dr. Ravetch continued his training at the Rockefeller University—Cornell Medical School MD/Ph.D. program, earning his doctorate in 1978 in genetics with Norton Zinder and Peter Model, investigating the genetics of viral replication and gene expression for the single stranded DNA bacteriophage ϕ 1 and in 1979 he earned his M.D. from Cornell University Medical School. Dr. Ravetch pursued postdoctoral studies at the NIH with Phil Leder where he identified and characterized the genes for human antibodies and the DNA elements involved in switch recombination. From 1982 to 1996 Dr. Ravetch was a member of the faculty of Memorial Sloan-Kettering Cancer Center and Cornell Medical College. His laboratory has focused on the mechanisms by which antibodies mediate their diverse biological activities *in vivo*, establishing the pre-eminence of FcR pathways in host defense, inflammation and tolerance and describing novel inhibitory signaling pathways to account for the paradoxical roles of antibodies as promoting and suppressing inflammation. His work extended into clinical applications for the treatment of neoplastic, inflammatory and infectious diseases.

Dr. Ravetch has received numerous awards including the Burroughs-Wellcome Scholar Award, the Pew Scholar Award, the Boyer Award, the NIH Merit Award, the Lee C. Howley, Sr. Prize (2004), the AAI-Huang Foundation Meritorious Career Award (2005), the William B. Coley Award (2007), the Sanofi-Pasteur Award (2012) and the Gairdner International Prize (2012). He has presented numerous named lectures including the Kunkel Lecture, the Ecker Lecture, the Goidl Lecture, the Grabar Lecture, the Dyer Lecture and the Heidelberger/Kabat Lecture. He has received an honorary doctorate from Freidrich-Alexander University, Nuremberg/Erlangen. He is a member of National Academy of Sciences (2006), the Institute of Medicine (2007), a Fellow of the American Academy of Arts and Sciences (2008) and a Fellow of the American Association for the Advancement of Science (2009).

Dr. Ravetch has contributed extensively to the scientific community by serving as a member of the Scientific Advisory Boards of the Cancer Research Institute, the Irvington Institute for Medical Research and the Damon Runyon Foundation. He has been active in biotechnology for the last two decades, having served as a consultant or member of the Scientific Advisory Boards of Millennium Pharmaceuticals, Exelexis Pharmaceuticals, Regeneron Pharmaceuticals, Medimmune, Genentech, Novartis, Merck, Micromet, Xencor, Suppremol, Igenica, Portola Pharmaceuticals and Momenta Pharmaceuticals, Inc. We believe Dr. Ravetch's extensive scientific knowledge and training qualify him to serve as a member of our Board of Directors.

Thomas C. Varvaro, 46, has served as a member of our Board of Directors since April 2015. Mr. Varvaro has served as the Chief Financial Officer of ChromaDex Corp. since January 2004 and as its Secretary since March 2006. He also has served as a director of ChromaDex Corporation from March 2006 until May 2010. Mr. Varvaro is responsible for overseeing all aspects of ChromaDex's accounting, information technology, intellectual property management and human resources management. Mr. Varvaro has extensive process-mapping and business process improvement skills, along with a solid information technology background that includes management and implementation experiences ranging from custom application design to enterprise wide system deployment. Mr. Varvaro also has hands-on experience in integrating acquisitions and in new facility startups. In working with manufacturing organizations, Mr. Varvaro has overseen plant automation, reporting and bar code tracking implementations. Mr. Varvaro also has broad legal experience in intellectual property, contract and employment law. Prior to ChromaDex, Mr. Varvaro gained substantial management experience in a number of positions that make him suitable for membership on the Board of Directors of the Company. For example, he was employed by Fast Heat Inc., a Chicago, Illinois based Global supplier to the plastics, HVAC, packaging, and food processing industries, where he began as controller and was promoted to chief information officer and then chief financial officer during his tenure. During his time there Mr. Varvaro was responsible for all financial matters including accounting, risk management and human resources. Earlier in his career Mr. Varvaro gained additional experience in other areas of information technology and accounting roles. For example, Mr. Varvaro was employed by Maple Leaf Bakery, Inc., Chicago, Illinois, during its rise to becoming a national leader in specialty bakery products. During his tenure, Mr. Varvaro served in information technology and accounting roles, helping to shepherd the company from a single facility to national leader in specialty food products. Mr. Varvaro has a B.S. in Accounting from University of Illinois, Urbana-Champaign and is a Certified Public Accountant. We believe Mr. Varvaro's extensive industry experience as an officer and director, as well as his extensive financial and accounting training and management experience qualify him to serve as a member of our Board of Directors.

BOARD OF DIRECTORS COMMITTEES AND MEETINGS

BOARD LEADERSHIP STRUCTURE

The Board of Directors is currently chaired by the President and Chief Executive Officer of the Company, Mr. Hansen. The Company believes that combining the positions of Chief Executive Officer and Chairman of the Board of Directors helps to ensure that the Board of Directors and management act with a common purpose. Integrating the positions of Chief Executive Officer and Chairman can provide a clear chain of command to execute the Company's strategic initiatives. The Company also believes that it is advantageous to have a Chairman with an extensive history with and knowledge of the Company, and extensive technical and industry experience. Notwithstanding the combined role of Chief Executive Officer and Chairman, key strategic initiatives and decisions involving the Company are discussed and approved by the entire Board of Directors. In addition, meetings of the independent directors of the Company are regularly held, which Mr. Hansen does not attend. The Company believes that the current leadership structure and processes maintains an effective oversight of management and independence of the Board of Directors as a whole without separate designation of a lead independent director. However, the Board of Directors will continue to monitor its functioning and will consider appropriate changes to ensure the effective independent function of the Board of Directors in its oversight responsibilities.

ROLE OF THE BOARD IN RISK OVERSIGHT

One of the Board of Director's key functions is informed oversight of the Company's risk management process. The Board of Directors does not have a standing risk management committee, but rather administers this oversight function directly through the Board of Directors as a whole, as well as through various Board of Directors standing committees that address risks inherent in their respective areas of oversight. In particular, our Board of Directors is responsible for monitoring and assessing strategic risk exposure, including a determination of the nature and level of risk appropriate for the Company. The Audit Committee considers and discusses with management the Company's major financial risk exposures and related monitoring and control of such exposures as well as compliance with legal and regulatory requirements. The Nominating & Governance Committee monitors the effectiveness of our corporate governance guidelines. The Compensation Committee assesses and monitors whether our compensation policies and programs have the potential to encourage excessive risk-taking. Any findings regarding material risk exposure to the Company are reported to and discussed with the Board of Directors.

INDEPENDENCE OF THE BOARD OF DIRECTORS AND ITS COMMITTEES

After review of all relevant transactions or relationships between each director and nominee for director, or any of his or her family members, and the Company, its senior management and its Independent Registered Public Accounting Firm, the Board of Directors has determined that all of the Company's directors and the Company's nominees for director are independent within the meaning of the applicable NASDAQ listing standards, except Mr. Hansen, the Chairman of the Board of Directors, Chief Executive Officer and President, of the Company, and Dr. Livingston, Chief Science Officer; and Dr. Ravetch effective March 8, 2016. As required under the NASDAQ listing standards, the Company's independent directors meet in regularly scheduled executive sessions at which only independent directors are present. The Board of Directors met 11 times and acted by unanimous written consent 9 times during the fiscal year ended December 31, 2015. Each member of the Board of Directors attended 75% or more of the aggregate of the meetings of the Board of Directors held in the last fiscal year during the period for which he was a director and of the meetings of the committees on which he served, held in the last fiscal year during the period for which he was a committee member except Dr. Livingston who was unable to attend certain meetings due to travel and other commitments. Although the Company is not currently NASDAQ-listed, we believe it is in the Company's interests to comply with these standards both as a matter of good governance and to facilitate any future re-listing.

The Board of Directors has three committees: the Audit Committee, the Compensation Committee and the Nominating & Governance Committee. Below is a description of each committee of the Board of Directors. The Board of Directors has determined that each member of each committee meets the applicable rules and regulations regarding "independence" and that each member is free of any relationship that would interfere with his individual exercise of independent judgment with regard to the Company.

AUDIT COMMITTEE

The Audit Committee of the Board of Directors oversees the Company's corporate accounting and financial reporting process. For this purpose, the Audit Committee performs several functions. The Audit Committee, among other things: evaluates the performance, and assesses the qualifications, of the Independent Registered Public Accounting Firm; determines and pre-approves the engagement of the Independent Registered Public Accounting Firm to perform all proposed audit, review and attest services; reviews and pre-approves the retention of the Independent Registered Public Accounting Firm to perform any proposed, permissible non-audit services; determines whether to retain or terminate the existing Independent Registered Public Accounting Firm or to appoint and engage a new Independent Registered Public Accounting Firm for the ensuing year; confers with management and the Independent Registered Public Accounting Firm regarding the effectiveness of internal controls over financial reporting; establishes procedures, as required under applicable law, for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters and the confidential and anonymous submission by employees of concerns regarding questionable accounting or auditing matters; reviews the financial statements to be included in the Company's Annual Report on Form 10-K and recommends whether or not such financial statements should be so included; and discusses with management and the Independent Registered Public Accounting Firm the results of the annual audit and review of the Company's quarterly financial statements.

The Audit Committee is currently composed of four outside directors: Mr. Maier, Mr. Cohen, Mr. Hoffman and Mr. Varvaro, as of December 31, 2015. The Audit Committee met 6 times and acted two times by written consent during the fiscal year ended December 31, 2015. The Audit Committee Charter was last amended in March 2015 and is available on the Company's website, www.mabvax.com.

The Board of Directors periodically reviews the NASDAQ listing standards' definition of independence for Audit Committee members and has determined that all members of the Company's Audit Committee are independent (as independence is currently defined in Rule 5605(c)(2) (A) of the NASDAQ listing standards and Rule 10A-3(b)(1) of the Securities Exchange Act of 1934, as amended). Although the Company is not currently NASDAQ-listed we believe it is in the Company's interests to comply with these NASDAQ standards both as a matter of good governance and to facilitate any future re-listing. The Board of Directors has determined that Mr. Maier qualifies as an "audit committee financial expert," as defined in applicable SEC rules. The Board of Directors made a qualitative assessment of Mr. Maier's level of knowledge and experience based on a number of factors, including his formal education and his service in executive capacities having financial oversight responsibilities. These positions include Chief Financial Officer, Senior Vice President, and member of the boards of directors and audit committees of, a number of biotechnology and genomics companies, pursuant to which he has experience preparing, reviewing and supervising the preparation of financial reports. In addition, Mr. Maier holds an M.B.A from Harvard Business School. For further information on Mr. Maier's experience, please see his biography above.

COMPENSATION COMMITTEE

The Compensation Committee of the Board of Directors reviews, modifies and approves the overall compensation strategy and policies for the Company. The Compensation Committee, among other things: reviews and approves corporate performance goals and objectives relevant to the compensation of the Company's officers; determines and approves the compensation and other terms of employment of the Company's Chief Executive Officer; determines and approves the compensation and other terms of employment of the other officers of the Company; and administers the Company's stock option and purchase plans, pension and profit sharing plans and other similar programs.

As of December 31, 2015, the Compensation Committee was composed of four outside directors: Mr. Cohen, Mr. Hoffman, Dr. Ravetch and Mr. Varvaro. Effective March 8, 2016, the Compensation Committee determined that Dr. Ravetch will no longer be independent under director independence rules due to a consulting arrangement with the Company, and thereafter will be ineligible to be on the committee. Effective as of March 8, 2016, the committee was reduced to three remaining members of the Compensation Committee who continue to be independent (as independence is currently defined in Rule 5605(a)(2) of the NASDAQ listing standards). The Compensation Committee met 5 times and acted once by written consent during the fiscal year ended December 31, 2015. The Compensation Committee Charter was last amended in March 2015 and is available on the Company's website, www.mabvax.com.

Compensation Committee Interlocks and Insider Participation

Each of Jeffrey V. Ravetch, M.D., Ph.D., Robert E. Hoffman, a Kenneth M. Cohen and Thomas Varvaro served on our compensation committee in 2015. No member of our compensation committee has at any time been an employee of ours. None of our executive officers serves as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

NOMINATING & GOVERNANCE COMMITTEE

The Nominating & Governance Committee of the Board of Directors is responsible for, among other things: identifying, reviewing and evaluating candidates to serve as directors of the Company; reviewing, evaluating and considering incumbent directors; recommending to the Board of Directors for selection candidates for election to the Board of Directors; making recommendations to the Board of Directors regarding the membership of the committees of the Board of Directors; and assessing the performance of the Board of Directors.

The Nominating & Governance Committee is currently composed of four outside directors: Mr. Cohen, Mr. Hoffman, Mr. Maier and Mr. Varvaro, as of December 31, 2015. All members of the Nominating & Governance Committee are independent (as independence is currently defined in Rule 5605(a)(2) of the NASDAQ listing standards). The Nominating & Governance Committee met once during the fiscal year ended December 31, 2015. The Nominating & Governance Committee Charter was last amended in March 2015 and is available on the Company's website, www.mabvax.com.

The Nominating & Governance Committee has not established any specific minimum qualifications that must be met for recommendation for a position on the Board of Directors. Instead, in considering candidates for director the Nominating & Governance Committee will generally consider all relevant factors, including among others the candidate's applicable education, expertise and demonstrated excellence in his or her field, the usefulness of the expertise to the Company, the availability of the candidate to devote sufficient time and attention to the affairs of the Company, the candidate's reputation for personal integrity and ethics and the candidate's ability to exercise sound business judgment. Other relevant factors, including diversity, experience and skills, will also be considered. Candidates for director are reviewed in the context of the existing membership of the Board of Directors (including the qualities and skills of the existing directors), the operating requirements of the Company and the long-term interests of its stockholders.

The Nominating & Governance Committee considers each director's executive experience leading biopharmaceutical companies, his familiarity and experience with the various operational, scientific and/or financial aspects of managing companies in our industry, and his involvement in building collaborative biopharmaceutical development and commercialization relationships.

With respect to diversity, the Nominating & Governance Committee seeks a diverse group of individuals who have executive leadership experience in life sciences companies, and a complementary mix of backgrounds and skills necessary to provide meaningful oversight of the Company's activities. As a clinical stage drug development company focused on discovering and developing small molecule drugs, we seek directors who have experience in the medical, regulatory and pharmaceutical industries in general, and also look for individuals who have experience with the operational issues that we face in our dealings with clinical and pre-clinical drug development, collaborations with third parties and commercialization and manufacturing issues. Some of our directors have strong financial backgrounds and experience in dealing with public companies, to help us in our evaluation of our operations and our financial model. We also face unique challenges as we implement our strategy to develop, manufacture and commercialize our products by entering into relationships with pharmaceutical companies. The Nominating & Governance Committee annually reviews the Board's composition in light of the Company's changing requirements. The Nominating & Governance Committee uses the Board of Director's network of contacts when compiling a list of potential director candidates and may also engage outside consultants. Pursuant to its charter, the Nominating & Governance Committee will consider, but not necessarily recommend to the Board of Directors, potential director candidates recommended by stockholders. All potential director candidates are evaluated based on the factors set forth above, and the Nominating & Governance Committee has established no special procedure for the consideration of director candidates recommended by stockholders.

Director Nominations

There have been no material changes to the procedures by which a stockholder may recommend nominees to the Board of Directors since our last disclosure of these procedures.

STOCKHOLDER COMMUNICATIONS WITH THE BOARD OF DIRECTORS

The Nominating & Governance Committee of the Board of Directors has adopted a process by which stockholders may communicate with the Board of Directors or any of its individual directors. Stockholders who wish to communicate with the Board of Directors may do so by sending a written communication addressed as follows: Board Communication, MabVax Therapeutics Holdings, Inc., 11535 Sorrento Valley Rd., Suite 400, San Diego, CA 92121. All communications must state the number and class(es) of shares owned by the stockholder making the communication. The Company's Secretary or other officer will review each communication and forward the communication to the Board of Directors, to any individual director to whom the communication is addressed, and/or to any other officer of the Company considered to be necessary or appropriate.

EXECUTIVE OFFICERS

The following table sets forth information regarding the Company's executive officers and key personnel.

Executive Officers:

Name	Position
J. David Hansen	Chairman of the Board of Directors, President and Chief Executive Officer
Gregory P. Hanson, CMA, MBA	Chief Financial Officer
Paul W. Maffuid, Ph.D.	Executive Vice President of Research and Development
Paul Resnick, M.D., MBA	Vice President and Chief Business Officer
Wolfgang W. Scholz, Ph.D.	Vice President of Antibody Discovery

The following is a brief summary of the background of each of our executive officers.

J. David Hansen. Biographical information regarding Mr. Hansen is provided above under Board of Directors.

Gregory P. Hanson, CMA, MBA, 69, serves as our Chief Financial Officer, and prior to the Merger served as Chief Financial Officer of MabVax Therapeutics, Inc. since February of 2014. Mr. Hanson has over 30 years serving as CFO/financial executive of both public and private biotech and hi tech companies. From January 2008 to February 2014 Mr. Hanson was Managing Director of First Cornerstone, a board and management advisory service to companies and executives in the areas of international corporate development, financing strategies, commercialization of technologies and products, and M&A advisory service. Since November 2009, Mr. Hanson has served as Advisory Board Member of Menon International, Inc. involved in commercialization of biosensor devices and assays, and renewable products. Since October 2011, Mr. Hanson has served on the Life Sciences Advisory Board of Brinson Patrick Securities, a boutique investment bank. He also serves as mentor and confidential advisor to several other tech and life sciences companies. Mr. Hanson is Past-President and 9-year Member of the Board of Directors of San Diego Financial Executives International (FEI), and a member of the Capital Formation Committee at BIOCOM since 2011.

Earlier in his career Mr. Hanson was able to gain substantial executive management experience that help qualify him in his role as Chief Financial Officer. For example, he served as Senior Vice President of Brinson Patrick Securities, where he opened up the San Diego branch and introduced at-the-market financing strategies to public life sciences companies. Prior to Brinson Patrick Securities, Mr. Hanson served as Senior Vice President and Chief Financial Officer of Mast Therapeutics (MSTX—NYSE MKT), and prior to Mast Therapeutics was Vice President and CFO, Chief Accounting Officer, Compliance Officer and Corporate Secretary of Avanir Pharmaceuticals, Inc. (acquired by Otsuka Holdings Co., Ltd.), the developer of the cold sore product Abreva™, and Neudexta™, for the treatment of Pseudobulbar Affect, a central nervous system disorder. During the course of his career, Mr. Hanson has completed approximately \$1 billion in financing, licensing and partnering arrangements. Mr. Hanson was a founding and 6-year member of the Small Business Advisory Committee to the Financial Accounting Standards Board, and has spoken at various national conferences, industry organizations and panels on financing strategy and mergers and acquisitions, and twice spoken to the SEC's Committee on Improvements to Financial Reporting.

Mr. Hanson has passed the examination for Certified Public Accountants and is a Certified Management Accountant. He has an MBA with distinction from the University of Michigan, and a BS in Mechanical Engineering from Kansas State University. Since 2008 Mr. Hanson has maintained Series 7 & Series 63 securities licenses.

Wolfgang W. Scholz, Ph.D., 62, serves as Vice President of Antibody Discovery and, prior to the Merger, was a co-founder and the Vice President of Antibody Discovery of MabVax Therapeutics, Inc. in 2006. Dr. Scholz has extensive drug discovery experience in multiple therapeutic categories and has collaborated with major pharmaceutical companies on several projects. As part of his experience that help qualify him in his role for his leadership role in antibody discovery at the Company, he was Senior Director at Avanir Pharmaceuticals, where he led research and development efforts for 8 years, and was a co-founder of Xenerex Biosciences, a subsidiary owned by Avanir Pharmaceuticals. Under his leadership, the antibody discovery group at Xenerex developed human monoclonal antibodies to multiple infectious disease targets using in vitro and SCID mouse technologies, and one antibody (AVP-21D9) was successfully out-licensed and recently passed Phase I safety testing. Prior to Avanir, Dr. Scholz held positions with increasing responsibilities at Tanabe Research Laboratories. Over his career Dr. Scholz's work has been funded by multiple grants from the National Institute for Allergy and Infectious Diseases. Dr. Scholz is the principal investigator on multiple National Cancer Institute grants received by MabVax totaling almost \$5 million. Dr. Scholz is an inventor on three pending and three issued antibody patents, three issued small molecule patents, and author on thirty-four peer-reviewed publications. Dr. Scholz earned his Ph.D. in Microbiology/Immunology from the University of Kiel, Germany in 1985 and completed his postdoctoral training at The Scripps Research Institute, La Jolla. We believe Dr. Scholz's experience in antibody discovery and institutional knowledge of MabVax's vaccine programs qualifies him to serve as Vice President of Antibody Discovery.

Paul W. Maffuid, Ph.D., 60, serves as Executive Vice President of Research and Development. Dr. Maffuid joined the Company in July 2014. From 2011 to June 2014, he worked for AAIPHARMA Services Corporation where he held various management positions including Executive Vice President, Pharma Operations. His responsibilities included formulation, process development, technology transfer, stability and analytical services for clients developing biologic and small molecule therapeutics. He was a member of the Executive Team that transformed a declining business into one of the world's leading providers of integrated development services for the biopharmaceutical sector. Dr. Maffuid has been able to gain extensive experience to qualify him in his executive leadership role over research and development at the Company. For example, prior to joining AAIPHARMA he was the founder of Biopharmalogics, Inc. a consulting service providing Chemistry Manufacturing and Controls (CMC) as well as Drug Metabolism-Pharmacokinetics (DMPK) services for the development of pharmaceutical products which he operated from 2008 to 2011. Earlier in his career Dr. Maffuid was Senior Vice President of Irvine Pharmaceutical Services, Inc., and Vice President of Pharmaceutical Development for Arena Pharmaceuticals. While at Arena Pharmaceuticals Dr. Maffuid was a member of the Executive Management team responsible for all CMC and DMPK in support of discovery, development, and commercial operations. He led the design and construction of a 40,000 sq. ft. cGMP compliant pilot manufacturing facility. Dr. Maffuid had management roles at Magellan Laboratories, Cabrillo Laboratories, and Amylin Pharmaceuticals.

Paul F. Resnick, M.D., MBA, 59, serves as Vice President and Chief Business Officer. Dr. Resnick joined the Company in March 2016. From January 2013 to March 2016 Dr. Resnick was Senior Vice President, Business Development for Juventas Therapeutics, where he was responsible for business and commercial strategy and working with executive management overseeing corporate clinical development, and financial and business strategies. From February 2012 to December 2012, Dr. Resnick was an advisor to several companies in the life sciences area. From January 2008 to January 2012 he was Vice President, Business Development for Intellikine, Inc. (acquired by Takeda Pharmaceuticals), responsible for managing alliances and leading the business development strategy that resulted in securing an acquisition by Takeda Pharmaceuticals. During the course of Dr. Resnick's career, he has been able to gain extensive experience to qualify him in his executive leadership role for business development for the Company. For example, Dr. Resnick held Senior Director positions for Worldwide Business Development, and for Strategic Alliances, at Pfizer Inc., where he was responsible for networking with leaders from biotechnology companies, universities, and research institutions to gain early insights into emerging technologies, and for leading technical and business diligence, negotiations, and alliance management of science and technology initiatives for Pfizer's Biotechnology and Bio-innovation Center. Prior to Pfizer Dr. Resnick held Director and Senior Director positions at Rinat Neuroscience (acquired by Pfizer), Intermune, Inc. and Roche Pharmaceuticals. Dr. Resnick has an M.D. from The Medical College of Wisconsin and an MBA from The Wharton School of the University of Pennsylvania.

Code of Conduct

The Company has adopted the MabVax Therapeutic Holdings, Inc. Code of Conduct, a code of ethics with which every person who works for us is expected to comply, including without limitation our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions.

SECTION 16(A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our directors and executive officers, and persons who own more than ten percent of a registered class of our equity securities, to file with the SEC initial reports of ownership and reports of changes in ownership of our common stock and our other equity securities. Officers, directors and greater than ten percent stockholders are required by SEC regulations to furnish us with copies of all Section 16(a) forms they file.

Based solely on a review of the copies of such forms furnished to us during 2015, SEC filings and certain written representations that no other reports were required during the fiscal year ended December 31, 2015, our officers, directors and greater than ten percent stockholders complied with all applicable Section 16(a) filing requirement, except for Paul Maffuid who was late on a Section 16(a) filing that took place on January 8, 2015.

Item 11. Executive Compensation.

2015 Summary Compensation Table

The following table sets forth, for the fiscal years 2015 and 2014, compensation awarded or paid to, or earned by, our Chief Executive Officers, our Chief Financial Officer and our other two executive officers at December 31, 2015 (the “Named Executive Officers” or “NEOs”).

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Restricted Stock Unit Awards (\$)(5)	Option Awards (\$)(6)	All Other Compensation (\$)	Total (\$)(1)
J. David Hansen President, Chief Executive Officer and Chairman(2)	2015	375,601	149,625	2,077,475	1,493,194	87,770	4,183,665
Michael M. Wick, M.D., Ph.D. Former President, Chief Executive Officer and Chairman(2)(3)	2014	315,660	32,318	-0-	-0-	25,142	373,120
	2015	-0-	-0-	-0-	-0-	-0-	-0-
	2014	391,630(3)	-0-	-0-	-0-	-0-	391,630
Gregory P. Hanson Chief Financial Officer(2)	2015	271,819	77,175	1,075,480	773,006	19,742	2,217,222
	2014	180,269	10,000	-0-	56,331	2,664	249,264
Wolfgang W. Scholz, Ph.D. Vice President, Antibody Discovery	2015	225,443	43,125	700,925	503,793	13,950	1,487,236
	2014	213,803	18,891	-0-	-0-	14,609	247,303
Paul W. Maffuid Vice President, Pharmaceutical Development and Operations(4)	2015	268,154	53,438	768,200	552,147	33,476	1,675,415
	2014	94,327	-0-	-0-	90,676	9,930	194,933

- (1) This table includes compensation from the Company, and from MabVax Therapeutics, Inc., its predecessor, prior to the July 2014 merger.
- (2) Mr. Wick resigned his executive positions on July 7, 2014 in connection with the Merger. Mr. Hansen and Mr. Hanson were appointed to their positions in connection with the Merger on the same date.
- (3) Dr. Wick was not compensated for his role as a director in 2014. The amount shown reflects salary earned as an employee only.
- (4) Dr. Maffuid was appointed to his position in July 2014.
- (5) The amounts in this column represent the aggregate full grant date fair value of restricted stock units (RSUs) granted. Such RSU awards were granted during 2015 with vesting dates after 2015.
- (6) The amounts in this column represent the aggregate full grant date fair values of stock options granted, computed in accordance with Accounting Standards Codification 718, or ASC 718, “Compensation—Stock Compensation” using the Black-Scholes option valuation model.

Outstanding Equity Awards at 2015 Fiscal Year-End

The following table summarizes the number of outstanding equity awards held by each of our Named Executive Officers at December 31, 2015. Each option grant is shown separately for each Named Executive Officer. The vesting schedule for each option grant is shown following this table.

Name and Principal Position	Option Grant Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Equity Incentive Plan	Option Exercise Price per Share (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)
				Awards: Number of Securities Underlying Unexercised Options (#)				
J. David Hansen President, Chief Executive Officer and Chairman(1)	2/1/2010	12,506	-0-	-0-	0.72	2/1/2020	-0-	-0-
	2/28/2013	17,717	7,295	-0-	1.44	2/28/2023	-0-	-0-
	4/2/2015	-0-	903,250	-0-	2.30	4/2/2025	903,250	2,077,475
Gregory P. Hanson Chief Financial Officer(1)	3/13/2014	8,511	10,943	-0-	8.10	3/13/2024	-0-	-0-
	4/2/2015	-0-	467,600	-0-	2.30	4/2/2025	467,600	1,075,480
Wolfgang W. Scholz, Ph.D. Vice President, Antibody Discovery	2/1/2010	6,948	-0-	-0-	0.72	2/1/2020	-0-	-0-
	2/28/2013	11,811	4,863	-0-	1.44	2/28/2023	-0-	-0-
	4/2/2015	-0-	304,750	-0-	2.30	4/2/2025	304,750	700,925
Paul W. Maffuid Executive Vice President, Research and Development	9/8/2014	4,342	9,553	-0-	8.48	9/8/2024	-0-	-0-
	4/2/2015	-0-	334,000	-0-	2.30	4/2/2025	334,000	768,200

(1) Mr. Wick resigned his positions on July 7, 2014 in connection with the Merger. Mr. Hansen and Mr. Hanson were appointed to their positions in connection with the Merger on the same date.

Retirement Plans

The Company does not maintain any defined benefit or defined contribution pension or retirement plans, other than a 401(k) Plan that is offered through our payroll provider. The Company made no matching contributions to the 401(k) Plan in 2014.

Employment Severance and Change of Control Arrangements

We entered into an employment agreement with Michael M. Wick, M.D., Ph.D. in August 1999 upon his promotion to the position of Chief Executive Officer. In December 1999, Dr. Wick was elected Chairman of the Board of Directors effective January 2000. On December 17, 2008, we entered into an amended and restated employment agreement, or the Employment Agreement, with Dr. Wick to clarify the manner in which such employment agreement complies with the final regulations under Section 409A of the U.S. Internal Revenue Code. The Employment Agreement superseded and replaced the employment agreement entered into in August 1999. According to the Employment Agreement, either the Company or Dr. Wick may terminate his employment at any time for any reason. Per the agreement if Dr. Wick were to be terminated without cause, he would have been entitled to receive as severance continued payment of his base salary and health care benefits for twelve months. We will also accelerate the vesting of his then unvested stock options as to the number of shares that would have vested in the ordinary course in the first twelve months following his termination date, with such vesting effective as of his termination date. Dr. Wick's benefits pursuant to the Employment Agreement were subject to his signing of a general waiver or release of the Company. See the section "Effect of the Merger on Executive Compensation Arrangements" regarding Dr. Wick's release and severance obligations following the merger.

In February 2003, we adopted the Telik, Inc. Change of Control Severance Benefit Plan, or the Severance Plan. On December 17, 2008, the Compensation Committee of the Board of Directors adopted an amendment to the Severance Plan to clarify the manner in which such plan complies with the final regulations under Section 409A. The Severance Plan provided eligible participants with severance benefits in the event that a participant's employment with the Company were to be terminated, voluntarily or involuntarily, without cause within one year after a change of control, provided that the eligible participant signs a general waiver or release prior to receipt of the benefits. Such benefits included cash severance, payment of premiums under employee benefits plans, COBRA continuation coverage, accelerated vesting of unvested stock options and additional payments if the amounts which a participant would receive in connection with a change in control of the Company would constitute a "parachute payment" or be subject to excise tax.

The Severance Plan provided that, to the extent designated by the Compensation Committee or the Chief Executive Officer, the Chief Operating Officer, Chief Financial Officer, Senior Vice Presidents, Vice Presidents and others would be eligible to participate in the Severance Plan. On February 21, 2003, the Board of Directors designated Dr. Wick as eligible to participate in the Severance Plan. Under the Severance Plan, Dr. Wick, as the Chief Executive Officer, is eligible to receive (1) full accelerated vesting of any unvested stock options then held, (2) a lump sum cash payment equal to two times the greater of: (i) the sum of his base salary and the greater of: (a) the annual cash bonus paid to him in the prior year; or (b) his Annual Target Bonus as in effect on the date of termination; or (ii) the sum of his base salary and the greater of: (a) the annual cash bonus paid to him in the prior year; or (b) his Annual Target Bonus as in effect immediately prior to the Change of Control; and (3) continuation of health benefits for up to 24 months and COBRA continuation coverage. Dr. Wick would also have been entitled to additional payments if the amounts he would receive in connection with a change in control of MabVax Therapeutics Holdings, Inc. would constitute a "parachute payment" or be subject to excise tax. Dr. Wick's benefits under the Severance Plan, when applicable, would have superseded the severance benefits under his employment contract.

Effect of the Merger on Our Executive and Director Compensation Arrangements

In connection with the Merger, we obtained release agreements from each of Michael M. Wick, M.D., Ph.D., Gail L. Brown, M.D., William P. Kaplan, Esq., Steven R. Schow, Ph.D., and Wendy K. Wee to release any potential claims against MabVax Therapeutics with respect the termination of their employment with or service to the Company, including all claims under the Severance Plan, and provided that each would resign from their respective officer positions upon the consummation of the merger in exchange for cash payments as provided below:

Participants	Severance and Release Payment Amount
Michael M. Wick, M.D., Ph.D.	\$ 172,000
Gail L. Brown, M.D.	\$ 136,000
William P. Kaplan, Esq.	\$ 118,000
Steven R. Schow, Ph.D.	\$ 120,000
Wendy K. Wee	\$ 118,000

On July 8, 2014, in connection with the Merger, the Company assumed all of the duties, obligations and liabilities of MabVax under (i) the employment agreements with J. David Hansen, dated July 1, 2014, or the Hansen Employment Agreement, (ii) the employment agreement with Gregory P. Hanson dated July 1, 2014, or the Hanson Employment Agreement, and (iii) the employment agreement with Wolfgang W. Scholz, Ph.D., dated July 1, 2014, or the Scholz Employment Agreement.

Hansen Employment Agreement

The Hansen Employment Agreement, which became effective July 1, 2014, has an initial term of 3 years, with an option to renew or extend the terms if notice is provided by either Mr. Hansen or the Company at least 60 days prior to the end of the term. Under the terms of his agreement, Mr. Hansen received an initial base salary of \$315,660. Mr. Hansen's base salary may be increased at the discretion of the Board of Directors or the Compensation Committee. Mr. Hansen is also entitled to an annual cash bonus, based on certain performance-based objectives established by the Compensation Committee of the Board.

The Hansen Employment Agreement may be terminated upon death, disability, and with or without Cause (as defined by the Hansen Employment Agreement) by the Company, with Good Reason (as defined in the Hansen Employment Agreement), with or without Cause and upon a Change in Control (as defined in the Employment Agreement), by Mr. Hansen or at either party's election not to renew the employment agreement. In the event the Hansen Employment Agreement is terminated as a result of Mr. Hansen's death, Mr. Hansen's authorized representative shall be entitled to receive all Accrued Obligations (as defined in the employment agreement), full acceleration of vesting of all issued and outstanding stock options, benefits for up to one year, any unpaid annual bonus amounts and a pro rata bonus payment. In the event the Hansen Employment Agreement is terminated by the Company for Disability or without Cause, by Mr. Hansen for Good Reason, non-renewal by the Company or in connection with a Change in Control, Mr. Hansen would be entitled to receive all Accrued Obligations, full acceleration of vesting of all issued and outstanding stock options, unpaid bonus amounts, benefits for up to one year or until Mr. Hansen obtains coverage through subsequent employment (whichever is earlier) and severance payments equal to Mr. Hansen's annual base salary payable in 12 equal monthly installments. In the event the employment agreement is terminated by the Company for Cause, without Good Reason by Mr. Hansen, or the parties elect not to renew the agreement, Mr. Hansen will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which he is entitled under the applicable terms of any applicable company arrangement during the 30-day period following the termination of the Hansen Employment Agreement.

Hanson Employment Agreement

The Hanson Employment Agreement, which became effective July 1, 2014, has an initial term of 3 years, with an option to renew or extend the terms if notice is provided by either Mr. Hanson or us at least 60 days prior to the end of the term. Under the terms of his agreement, Mr. Hanson was entitled to receive an initial annual base salary of \$215,000, which may be increased at the discretion of the Board of Directors or the Compensation Committee. Mr. Hanson is also entitled to an annual cash bonus, based on certain performance-based objectives established by the Company. In addition, prior to the merger MabVax Therapeutics had granted Mr. Hanson options which are currently exercisable to purchase up to 19,454 shares of the Company common stock at an exercise price of \$8.096 under the terms of the Company 2014 Employee, Director and Consultant Equity Incentive Plan as assumed by the Company pursuant to the Merger Agreement.

The Hanson Employment Agreement may be terminated upon death, disability, and with or without Cause (as defined by the Hanson Employment Agreement) by the Company, with Good Reason (as defined in the Hanson Employment Agreement), with or without Cause and upon a Change in Control (as defined in the Employment Agreement), by Mr. Hanson or at either party's election not to renew the employment agreement. In the event the Hanson Employment Agreement is terminated as a result of Mr. Hanson's death, Mr. Hanson's authorized representative shall be entitled to receive all Accrued Obligations (as defined in the employment agreement), full acceleration of vesting of all issued and outstanding stock options, benefits for up to 1 year, any unpaid annual bonus amounts and a pro rata bonus payment. In the event the Hanson Employment Agreement is terminated by the Company for Disability or without Cause, by Mr. Hanson for Good Reason, non-renewal by the Company or in connection with a Change in Control, Mr. Hanson would be entitled to receive all Accrued Obligations, full acceleration of vesting of all issued and outstanding stock options, unpaid bonus amounts, benefits for up to one year or until Mr. Hanson obtains coverage through subsequent employment (whichever is earlier) and severance payments equal to Mr. Hanson's annual base salary payable in 12 equal monthly installments. In the event the employment agreement is terminated by the Company for Cause, without Good Reason by Mr. Hanson, or the parties elect not to renew the agreement, Mr. Hanson will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which he is entitled under the applicable terms of any applicable company arrangement during the 30-day period following the termination of the Hanson Employment Agreement.

Scholz Employment Agreement

The Scholz Employment Agreement, which became effective on July 1, 2014, has an initial term of 3 years, with an option to renew or extend the terms if notice is provided by either Dr. Scholz or the Company at least 60 days prior to the end of the term. Under the terms of his agreement, Dr. Scholz was entitled to receive an annual base annual salary of \$213,803, which may be increased at the discretion of the Board of Directors or the Compensation Committee. Dr. Scholz is also entitled to an annual cash bonus, based on certain performance-based objectives established by the Company.

The Scholz Employment Agreement may be terminated upon death, disability, and with or without Cause (as defined by the Scholz Employment Agreement) by the Company, with Good Reason (as defined in the Scholz Employment Agreement), with or without Cause and upon a Change in Control (as defined in the Employment Agreement), by Mr. Scholz or at either party's election not to renew the employment agreement. In the event the Scholz Employment Agreement is terminated as a result of Dr. Scholz's death, Dr. Scholz's authorized representative shall be entitled to receive all Accrued Obligations (as defined in the employment agreement), full acceleration of vesting of all issued and outstanding stock options, benefits for up to 1 year, any unpaid annual bonus amounts and a pro rata bonus payment. In the event the Scholz Employment Agreement is terminated by the Company for Disability or without Cause, by Dr. Scholz for Good Reason, non-renewal by the Company or in connection with a Change in Control, Dr. Scholz would be entitled to receive all Accrued Obligations, full acceleration of vesting of all issued and outstanding stock options, unpaid bonus amounts, benefits for up to one year or until Dr. Scholz obtains coverage through subsequent employment (whichever is earlier) and severance payments equal to Dr. Scholz's annual base salary payable in 12 equal monthly installments. In the event the employment agreement is terminated by the Company, without Good Reason by Dr. Scholz, or the parties elect not to renew the agreement, Dr. Scholz will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which he is entitled under the applicable terms of any applicable company arrangement during the 30-day period following the termination of the Scholz Employment Agreement.

Maffuid Employment Agreement

On July 21, 2014, we entered into an Employment Agreement with Paul Maffuid, Ph.D., or the Maffuid Employment Agreement. The Maffuid Employment Agreement has an initial term of 3 years, with an option to renew or extend the terms if notice is provided by either Dr. Maffuid or the Company at least 60 days prior to the end of the term. Under the terms of his agreement, Dr. Maffuid was entitled to receive an initial base salary of \$225,000 which may be increased at the discretion of the Board of Directors or the Compensation Committee. Dr. Maffuid is also entitled to an annual bonus, based on certain performance-based objectives established by the Company's Chief Executive Officer. In addition, the Company previously granted Dr. Maffuid options to purchase up to 13,895 shares of the Company's common stock at an exercise price of \$8.48 per share under the terms of the Amended and Restated 2014 Employee, Director and Consultant Equity Incentive Plan which was assumed by the Company pursuant to the Merger Agreement.

The Maffuid Employment Agreement may be terminated upon death, disability, and with or without Cause (as defined by the Maffuid Employment Agreement) by the Company, with Good Reason (as defined in the Maffuid Employment Agreement), with or without Cause and upon a Change in Control (as defined in the Employment Agreement), by Dr. Maffuid or at either party's election not to renew the employment agreement. In the event the Maffuid Employment Agreement is terminated as a result of Dr. Maffuid's death, Dr. Maffuid's authorized representative shall be entitled to receive all Accrued Obligations (as defined in the employment agreement), full acceleration of vesting of all issued and outstanding stock options, benefits for up to 1 year, any unpaid annual bonus amounts and a pro rata bonus payment. In the event the Maffuid Employment Agreement is terminated by the Company for Disability or without Cause, by Dr. Maffuid for Good Reason, non-renewal by the Company or in connection with a Change in Control, Dr. Maffuid would be entitled to receive all Accrued Obligations, full acceleration of vesting of all issued and outstanding stock options, unpaid bonus amounts, benefits for up to one year or until Dr. Maffuid obtains coverage through subsequent employment (whichever is earlier) and severance payments equal to Dr. Maffuid's annual base salary payable in 12 equal monthly installments. In the event the employment agreement is terminated by the Company for Cause, without Good Reason by Dr. Maffuid, or the parties elect not to renew the agreement, Dr. Maffuid will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which he is entitled under the applicable terms of any applicable company arrangement during the 30-day period following the termination of the Maffuid Employment Agreement.

Resnick Employment Agreement

On March 16, 2016, we entered into an Employment Agreement with Paul F. Resnick, M.D., or the Resnick Employment Agreement. The Resnick Employment Agreement has an initial term of 3 years, with an option to renew or extend the terms if notice is provided by either Dr. Resnick or the Company at least 60 days prior to the end of the term. Under the terms of his agreement, Dr. Resnick was entitled to receive an initial base salary of \$265,000 which may be increased at the discretion of the Board of Directors or the Compensation Committee. Dr. Resnick is also entitled to an annual bonus, based on certain performance-based objectives established by the Company's Chief Executive Officer. In connection with hiring Dr. Resnick, the Company granted Dr. Resnick options to purchase up to 224,000 shares of the Company's common stock at an exercise price of \$1.75 per share and 336,000 shares of the Company's common stock at an exercise price of \$0.74 per share under the terms of the Amended and Restated 2014 Employee, Director and Consultant Equity Incentive Plan.

The Resnick Employment Agreement may be terminated upon death, disability, and with or without Cause (as defined by the Resnick Employment Agreement) by the Company, with Good Reason (as defined in the Resnick Employment Agreement), with or without Cause and upon a Change in Control (as defined in the Employment Agreement), by Dr. Resnick or at either party's election not to renew the employment agreement. In the event the Resnick Employment Agreement is terminated as a result of Dr. Resnick's death, Dr. Resnick's authorized representative shall be entitled to receive all Accrued Obligations (as defined in the employment agreement), full acceleration of vesting of all issued and outstanding stock options, benefits for up to 1 year, any unpaid annual bonus amounts and a pro rata bonus payment. In the event the Resnick Employment Agreement is terminated by the Company for Disability or without Cause, by Dr. Resnick for Good Reason, non-renewal by the Company or in connection with a Change in Control, Dr. Resnick would be entitled to receive all Accrued Obligations, full acceleration of vesting of all issued and outstanding stock options, unpaid bonus amounts, benefits for up to one year or until Dr. Resnick obtains coverage through subsequent employment (whichever is earlier) and severance payments equal to Dr. Resnick's annual base salary payable in 12 equal monthly installments. In the event the employment agreement is terminated by the Company for Cause, without Good Reason by Dr. Resnick, or the parties elect not to renew the agreement, Dr. Resnick will be entitled to payment of any base salary earned but unpaid through the date of termination and any other payment or benefit to which he is entitled under the applicable terms of any applicable company arrangement during the 30-day period following the termination of the Resnick Employment Agreement.

2015 Management Bonus Plan

On April 2, 2015, our Compensation Committee approved the 2015 Management Bonus Plan outlining maximum target bonuses of the base salaries of certain of our executive officers. Under the terms of the 2015 Management Bonus Plan, the Company's Chief Executive Officer shall receive a maximum target bonus of up to 50% of his annual base salary, the Chief Financial Officer shall receive a maximum target bonus of up to 35% of his annual base salary and the Company's Vice President shall receive a maximum target bonus of up to 25% of his annual base salary. On February 16, 2016, our Compensation Committee approved a 2016 Management Bonus Plan outlining maximum target bonuses of the base salaries of certain of our executive officers. Under the terms of the Management Plan, the Company's Chief Executive Officer shall receive a maximum target bonus of up to 50% of his annual base salary, and the Chief Financial Officer and each of the Company's Vice Presidents of Discovery and Development shall receive a maximum target bonus of up to 30% of his annual base salary.

DIRECTOR COMPENSATION

Non-employee directors do not receive any separate compensation for their board of director activities, other than Dr. Ravetch. In April 2015, Dr. Ravetch received 131,500 shares of fully vested restricted common stock valued at \$302,450 in exchange for future services of at least one year. On April 1, 2016, we entered into a two-year consulting agreement with Dr. Ravetch, whereby Dr. Ravetch will provide key technology, predevelopment, corporate development, and other consulting services in exchange for \$100,000 in cash compensation each year of the agreement. During the year ended December 31, 2015, non-named-executive-officer directors received the compensation described below for their services as director.

2015 Director Compensation Table

Name of Director	Fees Earned or Paid in Cash (\$)	Option Awards (\$) (1)	Stock Awards (\$) (3)	Total (\$)
Philip O. Livingston, M.D. (2)	--	--	\$ 2,300,000	\$ 2,300,000
Robert E. Hoffman (4)(7)	\$ 20,500	\$ 97,112	\$ 78,775	\$ 196,387
Jeffrey Ravetch, M.D. (4)(5)(7)	\$ 12,000	\$ 97,112	\$ 381,225	\$ 490,337
Paul V. Maier (4)(7)	\$ 24,000	\$ 97,112	\$ 78,775	\$ 199,887
Kenneth M. Cohen (4)(7)	\$ 22,000	\$ 97,112	\$ 78,775	\$ 197,887
Tom Varvaro (4)(8)	\$ 12,000	\$ 97,112	\$ 78,775	\$ 187,887
Jeffrey F. Eisenberg (6)	--	--	--	--

- (1) The amounts in this column represent the aggregate full grant date fair values of stock options granted to each of the non-employee directors computed in accordance with Accounting Standards Codification 718, or ASC 718, "Compensation—Stock Compensation," excluding the effect of estimated forfeitures. The amounts reported for these options may not represent the actual economic values that the Company's non-employee directors will realize from these options, as the actual value realized will depend on the Company's performance, stock price and their continued services.
- (2) Dr. Livingston does not receive any cash compensation as a director. Dr. Livingston received 1,000,000 shares of restricted common stock, valued at \$2.30 a share on April 2, 2015, in connection with his continuing services to the Company of at least one year. Dr. Livingston's employee compensation in 2015 consisted of \$60,000 in cash compensation. Dr. Livingston had 22,233 options outstanding at December 31, 2015.
- (3) Represents the aggregate grant date fair value of restricted stock and restricted stock units granted in accordance with Accounting Standards Codification 718, or ASC 718, "Compensation—Stock Compensation." The fair value was calculated based on the closing market price of our common stock on the grant date of April 2, 2015. Amounts include 34,250 restricted stock units granted to each of the non-employee directors other than Mr. Eisenberg during 2015 with vesting dates after 2015 over three years.
- (4) Non-employee directors serving on the board during 2015 were each granted 34,250 options on April 2, 2015 at an exercise price of \$2.30 per share with a grant date fair value of \$56,512 vesting over three years, and 35,000 options on August 26, 2015 at an exercise price of 1.52 with a grant date fair value of \$40,600 vesting over one year.
- (5) In addition to the restricted stock and restricted stock units granted to all non-employee directors, Dr. Ravetch received 131,500 shares of restricted common stock, valued at \$2.30 a share on April 2, 2015, in connection with future services covering at least a one-year period.
- (6) Mr. Eisenberg was appointed to the board of directors in February of 2016 and had no awards outstanding as of December 31, 2015.
- (7) Mr. Hoffman, Mr. Maier, Mr. Cohen and Dr. Ravetch each had a total of 80,366 options and 34,250 restricted stock units outstanding at December 31, 2015.
- (8) Mr. Varvaro had a total of 69,250 options and 34,250 restricted stock units outstanding at December 31, 2015.

Amended and Restated Director Compensation Policy

In 2015, under our Non-Employee Director Compensation Policy, or the Policy, members of the Board of Directors who are not employees of, or compensated consultants to the Company or any of its affiliates, (an "Outside Director") was entitled to receive certain stock option grants.

Under the Policy, each newly appointed or elected Outside Director was granted a non-qualified stock option to purchase up to 11,116 shares of our common stock on the date of his or her initial appointment or election to our Board of Directors. These initial option grants were fully vested on the date of the grant, and had an exercise price equal to the greater of \$4.48 per share, or the fair market value of shares of our common stock as determined in the Stock Plan on the date of grant.

Under the Policy in 2015, our Outside Directors were entitled to receive annual cash payments of \$12,000 payable on a monthly pro-rata basis and cash payments of \$1,250 per meeting attended in person and \$750 per meeting attended telephonically. On April 3, 2015, the Board ratified the Compensation Committee's amendment to the Policy and implementation of the below compensation for all Outside Directors:

- Each Non-employee Board member shall receive a cash retainer of \$24,000 per year. Chairmen of each committee shall receive an additional cash retainer as follows: (i) \$12,000 for the Chairman of the Audit Committee; (ii) \$8,000 for the Chairman of the Compensation Committee; and (iii) \$5,000 for the Chairman of the Nominating Committee. All such retainers will be paid on a quarterly basis;
- Each current Board member received a one-time grant, and each new member going forward shall receive an initial one time grant of: 68,500 shares of common stock, half of which shall be comprised of restricted stock units and half of which shall be comprised of stock option with three year annual vesting; and
- Each Non-employee Board member will also receive an automatic annual grant of 35,000 stock options, with one year vesting.

On April 3, 2015, the Board approved the following Non-Employee Director Policy with respect to incumbent non-employee members of the Board in the event that they are replaced before their term expires:

- A one-time issuance of 20,000 restricted shares of common stock;
- The vesting of all options and restricted stock grants held on such date; and
- The payment of all earned but unpaid cash compensation for their services on the Board and its committees, as of such date.

On February 16, 2016, the Compensation Committee of the Board of Directors of the Company approved the following amendments to Company's policy for compensating non-employee members of the Board:

- The initial equity grant upon first appointment (or election) of future non-employee directors to the Board shall be a 10-year option to purchase 50,000 shares of the Company's Common Stock, under the Company's Second Amended and Restated 2014 Equity Incentive Plan with 3-year annual vesting and a strike price equal the closing price of the Company's common stock on the effective date of the appointment (or election);
- The annual cash retainer for each non-employee director, paid quarterly, is increased by \$1,000 per calendar quarter to a total of \$7,000 per quarter, effective April 1, 2016;
- The additional annual cash retainer for the chairperson of each of the Audit, Compensation, and Nominating and Governance Committees, paid quarterly, is increased by \$1,000 per calendar year, such that each chairperson retainer shall be as follows, effective April 1, 2016: Audit Committee: \$13,000 Compensation Committee: \$9,000 Nominating and Governance Committee: \$6,000

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table provides certain information with respect to all of the Company's equity compensation plans in effect as of December 31, 2015.

Plan Category	(a)	(b)	(c)
	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by security holders	5,543,891(1)	\$ 2.36	2,970,012
Equity compensation plans not approved by security holders	—	N/A	—
Total	5,543,891(1)		2,970,012

(1) Includes 2,300,850 shares of restricted stock units granted from within the equity compensation plan during 2015 that will become vested within 60 days from March 14, 2016.

The following table sets forth information known to us concerning the beneficial ownership of MabVax Therapeutics Holdings' common stock as of April 8, 2016 for:

- each person known by us to beneficially own more than 5% of the Company's common stock;
- each of our directors;
- each of our executive officers; and
- all of our directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In general, a person is deemed to be the beneficial owner of (i) any shares of the Company's common stock over which such person has sole or shared voting power or investment power, plus (ii) any shares which such person has the right to acquire beneficial ownership of within 60 days of the above date, whether through the exercise of options, warrants or otherwise. Applicable percentages are based on 29,687,770 shares of common stock outstanding as of April 8, 2016, adjusted as required by rules promulgated by the SEC.

Name and Address of Beneficial Owner	Number of Shares of Common Stock	Percentage of Common Stock
5% Stockholders		
None	-	-%
Directors and Executive Officers		
Philip O. Livingston, M.D. (1)	1,450,165	4.88%
Jeffrey Ravetch, M.D., Ph.D. (2)	33,950	*
J. David Hansen (3)	588,545	1.95%
Wolfgang W. Scholz, Ph.D. (4)	235,366	*
Robert E. Hoffman (5)	43,950	*
Kenneth M. Cohen (6)	43,950	*
Paul V. Maier (7)	38,950	*
Gregory P. Hanson (8)	267,227	*
Paul W. Maffuid, Ph.D. (9)	192,801	*
Thomas C. Varvaro (10)	22,834	*
Jeffrey F. Eisenberg (11)	-	-%
All executive officers and directors as a group (10 persons)	2,917,737	9.40%

* Less than 1%.

- (1) Consists of (i) 1,307,396 shares held by RTP Venture Fund, (ii) 110,147 shares held by Philip O. Livingston, (iii) 12,734 shares held by the Joan L. Tweedy 2011 Revocable Trust, or the Tweedy Trust, and (iv) 19,888 shares subject to options exercisable within 60 days of April 8, 2016 held by Philip O. Livingston. Voting and dispositive decisions of RTP Venture Fund, LLC are made by Philip Livingston, and Philip O. Livingston is a trustee of the Tweedy Trust. The address for RTP Venture Fund, LLC is 156 E. 79th Street, Apt. 6C, New York, NY 10075.
- (2) Includes 22,533 shares subject to options exercisable within 60 days of April 8, 2016.
- (3) Includes 333,911 shares subject to options exercisable within 60 days of April 8, 2016.
- (4) Includes 122,079 shares subject to options exercisable within 60 days of April 8, 2016.
- (5) Includes 22,533 shares subject to options exercisable within 60 days of April 8, 2016.
- (6) Includes 22,533 shares subject to options exercisable within 60 days of April 8, 2016.
- (7) Includes 22,533 shares subject to options exercisable within 60 days of April 8, 2016.
- (8) Includes 166,404 shares subject to options exercisable within 60 days of April 8, 2016.
- (9) Includes 117,412 shares subject to options exercisable within 60 days of April 8, 2016.
- (10) Includes 11,417 shares subject to options exercisable within 60 days of April 8, 2016.
- (11) Mr. Eisenberg was appointed to the board of directors in February 2016.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

We entered into Separation and Release Agreements and are and were parties to the employment agreements with each of our officers as set forth in the section entitled “Executive and Director Compensation” above. Pursuant to our Audit Committee Charter, the Audit Committee is responsible for reviewing and approving, prior to our entry into any such transaction, all transactions in which we are a participant and in which any parties related to us have or will have a direct or indirect material interest.

Ravetch Grant

On April 3, 2015, the Board approved the issuance of an additional restricted stock award of 131,500 shares to Jeffrey Ravetch. This award is for future services covering at least a one-year period. The award was granted in addition to the prior award to Dr. Ravetch on April 2, 2015 of: (i) 34,250 restricted shares and (ii) options to purchase 34,250 shares of common stock with an exercise price of \$2.30 per share, for a total grant of 200,000 restricted shares and options.

Livingston Grant

On March 23, 2015, the Board of Directors approved a restricted stock award by the Company of 1,000,000 shares of common stock, to be negotiated with Phil Livingston, Ph.D. for his continuing service to the Company. On April 4, 2015, the Company awarded and issued the shares to Dr. Livingston by virtue of a common stock purchase agreement, in exchange for Dr. Livingston’s ongoing services as a member of the Company’s Board of Directors. On May 13, 2015, the Compensation Committee of the Board clarified that the award is being granted in consideration for at least one year of Dr. Livingston’s services.

Director Independence

After review of all relevant transactions or relationships between each director and nominee for director, or any of his or her family members, and the Company, its senior management and its Independent Registered Public Accounting Firm, the Board of Directors has determined that all of the Company’s directors are independent, as of December 31, 2015 within the meaning of the applicable SEC rules and the NASDAQ listing standards, except Mr. Hansen, the Chairman of the Board of Directors and Chief Executive Officer and President of the Company, and Dr. Livingston, Chief Science Officer of the Company; and Dr. Ravetch as of March 8, 2016. Although the Company is not currently listed on a national exchange we believe it is in the Company’s interests to comply with these standards both as a matter of good governance and to facilitate any future re-listing.

Item 14. Principal Accounting Fees and Services

The following summarizes the fees billed by our independent registered public accounting firm for audit, tax and other professional services for the years ended December 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
	<u>CohnReznick LLP</u>	<u>CohnReznick LLP</u>
Audit Fees	\$ 216,875	\$ 238,731(1)
Audit-Related Fees(2)	—	—
Tax Fees(3)	—	—
All Other Fees(4)	—	—
Total Fees	<u>\$ 216,875</u>	<u>\$ 238,731</u>

- (1) This amount includes \$120,695 for audit and review services in connection with the Merger in 2014 and \$118,036 for audit services for 2012 and 2013.
- (2) Audit-related fees consist of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our consolidated financial statements and are not reported under "Audit Fees." In addition, the amounts include fees for services that are normally provided by the auditor in connection with Statutory and regulatory filings and engagements for the years identified.
- (3) Tax Fees consist of fees billed for professional services rendered in connection with tax compliance, tax advice, and tax planning. We incurred no such fees in the fiscal years ended December 31, 2015 and 2014.
- (4) Other fees consists of fees for products and services other than the services reported above. There were no other fees for services by our independent registered public accounting firms for the fiscal years ended December 31, 2015 and 2014.

Audit Committee Pre-approval Policies and Procedures

Our Audit Committee assists the Board in overseeing and monitoring the integrity of the Company's financial reporting process, its compliance with legal and regulatory requirements and the quality of its internal and external audit processes. The role and responsibilities of the Audit Committee are set forth in a written charter adopted by the Board, which is available on our website at www.mabvax.com. The Audit Committee is responsible for selecting, retaining and determining the compensation of our independent public accountant, approving the services they will perform, and reviewing the performance of the independent public accountant. The Audit Committee reviews with management and our independent public accountant our annual financial statements on Form 10-K and our quarterly financial statements on Forms 10-Q. The Audit Committee reviews and reassesses the charter annually and recommends any changes to the Board for approval. The Audit Committee is responsible for overseeing our overall financial reporting process. In fulfilling its responsibilities for the financial statements for fiscal year 2015, the Audit Committee took the following actions:

- reviewed and discussed the audited financial statements for the fiscal year ended December 31, 2015 with management and CohnReznick LLP ("CohnReznick"), our independent public accountant;
- discussed with CohnReznick the matters required to be discussed in accordance with the rules set forth by the Public Company Accounting Oversight Board ("PCAOB"), relating to the conduct of the audit; and
- received written disclosures and the letter from CohnReznick regarding its independence as required by applicable requirements of the PCAOB regarding CohnReznick's communications with the Audit Committee and the Audit Committee further discussed with CohnReznick its independence. The Audit Committee also considered the status of pending litigation, taxation matters and other areas of oversight relating to the financial reporting and audit process that the Audit Committee determined appropriate.

Our Audit Committee approved all services that our independent accountants provided to us in the past two fiscal years.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

Exhibit No.	Description	Form	Filing Date/Period End	Exhibit Number
2.1	Agreement and Plan of Merger and Reorganization, dated May 12, 2014, between the Company, Tacoma Acquisition Corp., Inc. and MabVax Therapeutics, Inc.	8-K	5/12/2014	2.1
2.2	Amendment No.1, dated as of June 30, 2014, by and between the Company and MabVax Therapeutics, Inc.	8-K	7/1/2014	2.1
2.3	Amendment No.2 to the Agreement and Plan of Merger, dated July 7, 2014, by and among the Company, Tacoma Acquisition Corp. and MabVax Therapeutics, Inc.	8-K	7/9/2014	2.1
3.1	Certificate of Designations, Preferences and Rights of Series C Convertible Preferred Stock	8-K	9/3/2014	3.1
3.2	Amended and Restated Certificate of Incorporation	8-K	9/9/2014	3.1
3.3	Certificate of Amendment of Amended and Restated Certificate of Incorporation	8-K	9/9/2014	3.2
3.4	Amended and Restated Bylaws	8-K	12/14/2007	3.2
3.5	Certificate of Designations, Preferences and Rights of Series D Convertible Preferred Stock	8-K	3/26/2015	3.1
3.6	Certificate of Designations, Preferences and Rights of Series E Convertible Preferred Stock	10-K	3/31/2015	3.8
4.1	Securities Purchase Agreement, dated as of February 12, 2014, between MabVax Therapeutics, Inc. and the purchasers set forth on the signature pages thereto including that certain Amendment No. 1 to Securities Purchase Agreement, dated as of May 12, 2014, between MabVax Therapeutics, Inc. and the persons and entities identified on the signature pages thereto	8-K	5/12/2014	10.3
4.2	Registration Rights Agreement, dated as of February 12, 2014, between MabVax Therapeutics, Inc. and the persons and entities identified on the signature pages thereto	8-K	5/12/2014	10.2
4.3	Form of Exchange Agreement	8-K	9/3/2014	10.1
4.4	Form of Waiver Letter	8-K	9/3/2014	10.2
4.5	Form of Common Stock Certificate	S-1	9/29/2014	4.1
4.6	Form of Waiver Extension Letter	8-K	9/30/2014	10.1
4.7	Form of Subscription Agreement, dated March 31, 2015, between the Company and the subscribers set forth on the signature pages thereto	10-K	3/31/2015	4.11

4.8	Form of Common Stock Purchase Warrant	10-K	3/31/2015	4.12
4.9	Form of Registration Rights Agreement, dated March 31, 2015, between the Company and the persons and entities identified on the signature pages thereto	10-K	3/31/2015	4.13
4.10	Form of Secured Promissory Note	8-K	1/19/2016	4.1
4.11	Form of Warrant	8-K	1/19/2016	4.2
10.1	Separation Agreement and Release, dated May 12, 2014, between Michael M. Wick and the Company	8-K	5/12/2014	10.4
10.2	Separation Agreement and Release, dated May 12, 2014, between William P. Kaplan and the Company	8-K	5/12/2014	10.5
10.3	Separation Agreement and Release, dated May 12, 2014, between Steven R. Schow and the Company	8-K	5/12/2014	10.6
10.4	Separation Agreement and Release, dated May 12, 2014, between Wendy K. Wee and the Company	8-K	5/12/2014	10.7
10.5	Michael Wick Resignation Letter, dated July 7, 2014	8-K	7/9/2014	99.1
10.6	Edward W. Cantrall Resignation Letter, dated July 7, 2014	8-K	7/9/2014	99.2
10.7	Steven R. Goldring Resignation Letter, dated July 7, 2014	8-K	7/9/2014	99.3
10.9	Richard B. Newman Resignation Letter, dated July 7, 2014	8-K	7/9/2014	99.4
10.10	Employment Agreement, dated July 1, 2014, by and between MabVax Therapeutics, Inc. and J. David Hansen	10-Q	8/8/2014	10.9
10.11	Employment Agreement, dated July 1, 2014, by and between MabVax Therapeutics, Inc. and Gregory P. Hanson	10-Q	8/8/2014	10.10
10.12	Employment Agreement, dated July 1, 2014, by and between MabVax Therapeutics, Inc. and Wolfgang W. Scholz, Ph.D.	10-Q	8/8/2014	10.11
10.13	Securities Purchase Agreement, dated July 8, 2014, by and between MabVax Therapeutics, Inc. and certain institutional investors set forth therein	10-Q	8/8/2014	10.12
10.14	Form of Indemnification Agreement	8-K	9/9/2014	10.1
10.15	Second Amended and Restated MabVax Therapeutics Holdings, Inc. 2014 Employee, Director and Consultant Equity Incentive Plan	10-K	3/31/2015	10.15
10.16	Non-Employee Director Compensation Policy	10-Q/A	8/12/2015	10.1
10.17	Standard Industrial Net Lease, dated as of May 23, 2008, by and between MabVax Therapeutics, Inc. and Sorrento Square	10-Q/A	8/12/2015	10.2
10.18	First Amendment to that Standard Industrial Net Lease, dated May 6, 2010, by and between MabVax Therapeutics, Inc. and Sorrento Square	10-Q/A	8/12/2015	10.3

10.19	Second Amendment to that Standard Industrial Net Lease, dated August 1, 2012, by and between the Company and Sorrento Square	10-Q/A	8/12/2015	10.4
10.20	Employment Agreement, dated July 21, 2014, 2014, by and between MabVax Therapeutics, Inc. and Paul Maffuid, Ph.D.	10-Q/A	8/12/2015	10.5
10.21	Development and Manufacturing Services Agreement, dated April 15, 2014, by and between MabVax Therapeutics, Inc. and Gallus BioPharmaceuticals NJ, LLC	10-Q/A	8/12/2015	10.6
10.22	Exclusive License Agreement for “Polyvalent Conjugate Vaccines for Cancer” (SK#14491), dated as of June 30, 2008, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.7
10.23	Research and License Agreement, dated as of April 7, 2008, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.8
10.24	Exclusive License to Unimolecular Antibodies, dated October 13, 2011, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.9
10.25	Option Agreement, dated August 29, 2014, by and between MabVax Therapeutics, Inc. and Juno Therapeutics, Inc.	10-Q/A	8/12/2015	10.10
10.26	SBIR Contract from National Cancer Institute	10-Q/A	8/12/2015	10.
10.27	Form of Exchange Agreement (Series A-1 Preferred Stock and Series A-1 Warrants).	8-K	3/26/2015	10.1
10.28	Form of Exchange Agreement (Series B Preferred Stock and Series B Warrants).	8-K	3/26/2015	10.2
10.29	2008 Equity Incentive Plan	10-K	3/31/2015	10.29
10.30	Form of Option Agreement, 2008 Equity Incentive Plan	10-K	3/31/2015	10.30
10.31	Form of Lockup Agreement dated as of April 3, 2015	8-K	4/6/2015	10.3
10.32	Consulting Agreement with The Del Mar Consulting Group, Inc. and Alex Partners, LLC dated as of April 5, 2015	8-K	4/6/2015	10.4
10.33	Form of Escrow Deposit Agreement dated as of April 14, 2015	8-K	4/15/2015	10.1
10.34	Form of Amendment Agreement to Registration Rights Agreement	8-K	6/10/2015	10.1
10.35	Amendment to Escrow Deposit Agreement dated June 22, 2015	8-K	6/24/2015	10.1
10.36	Letter Agreement dated June 30, 2015 between MabVax Therapeutics, Inc. and OPKO Health, Inc.	8-K	7/1/2015	10.1
10.37	Form of Proposed Lease Agreement with AGP Sorrento Business Complex, L.P	S-1	8/25/2015	10.37
10.38	Form of Amendment Agreement No. 2 to Registration Rights Agreement	8-K	8/4/2015	10.1
10.39	Non-Employee Director Compensation Policy	10-Q/A	8/12/2015	10.1

10.41	Standard Industrial Net Lease, dated as of May 23, 2008, by and between MabVax Therapeutics, Inc. and Sorrento Square	10-Q/A	8/12/2015	10.2
10.42	First Amendment to that Standard Industrial Net Lease, dated May 6, 2010, by and between MabVax Therapeutics, Inc. and Sorrento Square	10-Q/A	8/12/2015	10.3
10.43	Second Amendment to that Standard Industrial Net Lease, dated August 1, 2012, by and between the Company and Sorrento Square	10-Q/A	8/12/2015	10.4
10.44	Employment Agreement, dated July 21, 2014, by and between MabVax Therapeutics, Inc. and Paul Maffuid, Ph.D.	10-Q/A	8/12/2015	10.5
10.45	Development and Manufacturing Services Agreement, dated April 15, 2014, by and between MabVax Therapeutics, Inc. and Gallus BioPharmaceuticals NJ, LLC	10-Q/A	8/12/2015	10.6
10.46	Exclusive License Agreement for “Polyvalent Conjugate Vaccines for Cancer” (SK#14491), dated as of June 30, 2008, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.7
10.47	Research and License Agreement, dated as of April 7, 2008, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.8
10.48	Exclusive License to Unimolecular Antibodies, dated October 13, 2011, by and between MabVax Therapeutics, Inc. and Sloan-Kettering Institute for Cancer Research	10-Q/A	8/12/2015	10.9
10.49	Option Agreement, dated August 29, 2014, by and between MabVax Therapeutics, Inc. and Juno Therapeutics, Inc.	10-Q/A	8/12/2015	10.10
10.50	SBIR Contract from National Cancer Institute	10-Q/A	8/12/2015	10.11
10.51	Lease by and between AGP Sorrento Business Complex, L.P., and MabVax Therapeutics Holdings, Inc., dated as of September 2, 2015	8-K	9/3/2015	10.1
10.52	Form of Amendment Agreement No.3 to Registration Rights Agreement	8-K	10/13/2015	10.1
10.53	Loan and Security Agreement dated as of January 15, 2016	8-K	1/19/2016	10.1
10.54	Form of Amendment Agreement	10-K	3/14/2016	10.54
10.55	Consulting Agreement, dated April 1, 2016, by and between MabVax Therapeutics Holdings, Inc. and Jeffrey Ravetch, M.D., Ph.D.	8-K	4/7/2016	10.1
10.56*	Employment Agreement, dated March 16, 2016, by and between MabVax Therapeutics Holdings, Inc. and Paul Resnick, M.D.			10.56
11.1	Statement of per share earnings	S-1	9/29/2014	11.1

21.1	Subsidiaries of the Registrant	S-1	9/29/2014	21.1
23.1	Consent of Independent Registered Public Accounting Firm	10-K	3/31/2015	23.1
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
32.1*	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
32.2 *	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
101	Interactive data file	10-K	3/31/2015	101

* Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report on Form 10-K/A to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 19, 2016

MABVAX THERAPEUTICS HOLDINGS, INC

By: /s/ J. David Hansen
J. David Hansen
President and Chief Executive Officer (Principal executive officer)

By: /s/ Gregory P. Hanson
Gregory P. Hanson
Chief Financial Officer (Principal financial and accounting officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report on Form 10-K/A has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ J. David Hansen</u> J. David Hansen	Chairman of the Board, President and Chief Executive Officer (Principal executive officer)	April 19, 2016
<u>/s/ Gregory P. Hanson</u> Gregory P. Hanson	Chief Financial Officer (Principal financial and accounting officer)	April 19, 2016
<u>/s/ J. Kenneth M. Cohen</u> Kenneth M. Cohen	Director	April 19, 2016
<u>/s/ Jeffrey F. Eisenberg</u> Jeffrey F. Eisenberg	Director	April 19, 2016
<u>/s/ J. Robert E. Hoffman</u> Robert E. Hoffman	Director	April 19, 2016
<u>/s/ Phillip O. Livingston</u> Philip O. Livingston, M.D.	Director	April 19, 2016
<u>/s/ Paul V. Maier</u> Paul V. Maier	Director	April 19, 2016
<u>/s/ J. Jeffrey V. Ravetch</u> Jeffrey V. Ravetch, M.D., Ph.D.	Director	April 19, 2016
<u>/s/ Thomas C. Varvaro</u> Thomas C. Varvaro	Director	April 19, 2016

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of March 16, 2016, ("Effective Date") between MabVax Therapeutics Holdings, Inc. (the "Company"), and Paul Resnick, MD MBA (the "Executive").

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Position and Duties

(a) The Executive shall serve as the Company's Vice President and Chief Business Officer, reporting to the Company's President and Chief Executive Officer ("CEO").

(b) The Executive shall perform those services customary to this office and such other lawful duties that the CEO may be reasonably assign to him. The Executive shall devote all of his business time and best efforts to the performance of his duties under this Agreement and shall be subject to, and shall comply with the Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. Notwithstanding the foregoing, the Executive shall be entitled to (i) serve as a member of the board of directors of a reasonable number of companies, subject to the advance approval of the CEO, which approval shall not be unreasonably withheld, (ii) serve on civic, charitable, educational, religious, public interest or public service boards, subject to the advance approval of the CEO, which approval shall not be unreasonably withheld, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not materially interfere, as determined by the CEO in good faith, with the performance of the Executive's duties and responsibilities hereunder.

2. At-Will Employment; Term. The Executive's employment is "at will" and is not for any specified term or length of time. This Agreement shall continue from the Effective Date until terminated as set forth in section 4 (the "Term").

3. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's annual base salary shall be \$265,000 (the "Base Salary"). The Base Salary shall be payable in accordance with the Company's normal payroll procedures in effect from time to time and may be increased, but not decreased, at the discretion of the Company.

(b) Annual Bonus. During the Term, the Executive shall be entitled to participate in the Company's executive bonus plan, under which a discretionary bonus (the "Annual Bonus") may be awarded by the Board for each calendar year, payable in cash in accordance with, and subject to the terms and conditions of, the Company's then applicable short-term bonus or other cash incentive program (each, a "Bonus Program"). The Executive's aggregate target bonus award for each calendar year will be 30% of his then Base Salary (the "Target Annual Bonus"). The Executive's actual Annual Bonus may range from a minimum amount of 0% to a maximum of 30% of his Base Salary, and will be determined by the Company and will be contingent upon the attainment of performance goals reasonably established in good faith by the Company. The target date for any Annual Bonus compensation payable to the Executive shall be March 15 of the calendar year following the calendar year to which such Annual Bonus relates, subject to the approvals required above. Such Annual Bonuses, if any, are awarded in part to incentivize the Executive to remain in the Company's employ, therefore it is a condition of any award that the Executive remain employed by the Company through the date the Annual Bonus is paid, except as set forth in Section 5 herein.

(c) Equity. In consideration for his employment and subject to the approval of the Board, the Company will recommend to its current Board that the Executive be granted a 10-year stock option to purchase up to 560,000 shares of Company's common stock (the "Shares") pursuant to the Company's Second Amended and Restated 2014 Employee, Director and Consultant Equity Incentive Plan as amended from time to time by the Company (the "Plan"), subject to the approval of the Board. The Shares will be granted pursuant to a form of option agreement previously approved by the Board. The options will vest in 3 equal annual installments on the anniversary of the grant date. Sixty (60) percent of those options will have a strike price of the current share price on the later of the day you join the company or the date of grant, and the remaining forty (40) percent will have a strike price of \$1.75 per share.

(d) Business Expenses. During the Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by him in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Other Benefits. During the Term and subject to any contribution therefor required of employees of the Company, the Executive shall be entitled to participate in all equity, pension, savings and retirement plans, welfare and insurance plans, practices, policies, programs and perquisites of employment applicable generally to other senior executives of the Company, except to the extent any employee benefit plan provides for benefits otherwise provided to the Executive hereunder (e.g., annual bonuses and severance). Such participation shall be subject to (i) requirements of applicable law, (ii) the terms of the applicable plan documents, (iii) generally applicable Company policies, and (iv) the discretion of the Board or any administrative or other committee provided for under or contemplated by such plan. The Executive shall have no recourse against the Company under this Agreement in the event that the Company should alter, modify, add to or eliminate any or all of its employee benefit plans.

(f) Vacation; Holidays. During the Term, the Executive shall be entitled to take up to 30 days of paid time off per calendar year, to be taken in accordance with the policies applicable to senior executives of the Company generally. The Executive shall also be entitled to paid holidays in accordance with the policies applicable to senior executives of the Company generally.

4. Termination. The Executive's employment may be terminated and this Agreement may be terminated as set forth below:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment upon notice to the Executive if the Executive becomes subject to a Disability. For purposes of this Agreement, "Disability" means the Executive is unable to perform the essential functions of his position, with or without a reasonable accommodation, for a period of 90 consecutive calendar days or 180 non-consecutive calendar days within any rolling 12 month period.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment immediately upon notice for Cause. For purposes of this Agreement, "Cause" means (i) the Executive's conviction of a felony or a crime of moral turpitude; (ii) the Executive's commission of unauthorized acts intended to result in the Executive's personal enrichment at the material expense of the Company; or (iii) the Executive's material violation of the Executive's duties or responsibilities to the Company which constitute willful misconduct or dereliction of duty, provided as to any termination pursuant to subsection (iii), a majority of the members of the Board shall first approve such "Cause" termination before the Company effectuates such termination of employment.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment at any time without Cause upon 30 days prior written notice.

(e) Termination by the Executive without Cause. The Executive may terminate his employment at any time for any reason other than a Good Reason, upon 30 days prior written notice.

(f) Termination by the Executive for Good Reason. The Executive may terminate his employment for Good Reason. For purposes of this Agreement, "Good Reason" means the existence of any one or more of the following conditions without the Executive's consent, provided Executive shall submit written notice to the CEO within 45 days such condition(s) first arise specifying the condition(s): (i) a material change in or reduction of the Executive's authority, duties and responsibilities, or the assignment to the Executive of duties materially inconsistent with the Executive's position with the Company; (ii) a material reduction in the Executive's then current Base Salary or Target Annual Bonus opportunity; or (iii) the requirement that Executive relocate to an office location more than fifty (50) miles from the San Diego, California area. Upon receipt of written notice from the Executive regarding a condition constituting Good Reason, the Company shall then have 30 days to correct the condition (the "Cure Period"). If such condition is not corrected by the last day of the Cure Period, the Executive's resignation for Good Reason shall become effective on the 31st day following the written notice. The Executive's continued employment during these periods subsequent to an event that may constitute Good Reason shall not be deemed to be a waiver of his rights under this provision.

(g) Termination in connection with a Change in Control. In the event of a Change in Control of the Company (as such term is defined in the Plan), for a period of sixty (60) days after the effective date of such Change in Control, Executive shall be entitled to resign employment with the Company. This subsection shall also prohibit the termination of Executive's employment without Cause once the Company enters into a letter of intent relating to a transaction that would result in a Change in Control.

(h) Termination Date. The "Termination Date" means: (i) if the Executive's employment is terminated by his death under Section 4(a), the date of his death; (ii) if the Executive's employment is terminated on account of his Disability under Section 4(b), the date on which the Company provides the Executive a written termination notice; (iii) if the Company terminates the Executive's employment for Cause under Section 4(c), the date on which the Company provides the Executive a written termination notice; (iv) if the Company terminates the Executive's employment without Cause under Section 4(d), 30 days after the date on which the Company provides the Executive a written termination notice; (v) if the Executive resigns his employment without Good Reason under Section 4(e), 30 days after the date on which the Executive provides the Company a written termination notice, (vii) if the Executive resigns his employment with Good Reason under Section 4(f), the 31st day following the day the Executive provides the Company with written notice of the conditions constituting same, if the Company has not cured such conditions by the 30th day; (viii) if the Executive provides the Company with written notice of his termination in connection with a Change in Control pursuant to Section 4(g), the 31st day following such written notice.

5. Compensation upon Termination.

(a) Termination by the Company for Cause or by the Executive without Good Reason. If the Executive's employment with the Company is terminated pursuant to Sections 4(c) or (e), the Company shall pay or provide to the Executive only the following amounts through the Termination Date: any earned but unpaid Base Salary, unpaid expense reimbursements, and any vested compensation or benefits the Executive may have under any employee benefit plan of the Company or applicable law (the "Accrued Obligations") on or before the time required by law but in no event more than 30 days after the Executive's Termination Date.

(b) Death. If, prior to the expiration of the Term, the Executive's employment terminates because of his death as provided in Section 4(a), then the Executive's authorized representative or estate shall be entitled to the following subject to Section 6:

(i) Accrued Obligations. The Company shall pay the Accrued Obligations earned through the Termination Date (payable at the time provided for in Section 5(a)).

(ii) Unpaid Annual Bonus. The Company shall pay any Annual Bonus awarded by the Board based on the Board's determination of actual achievement of performance criteria for that year for the calendar year preceding the Termination Date that remains unpaid as of the Termination Date (payable at the time provided for in Section 6).

(iii) Pro-Rata Bonus. The Company shall pay a pro-rata portion of any unawarded Annual Bonus for the calendar year in which the Executive's termination occurs based on the Board's determination of actual achievement of performance criteria for that year (determined by multiplying the amount of the Annual Bonus which would be due for the full calendar year by a fraction, the numerator of which is the number of days during the calendar year of termination that the Executive is employed by the Company and the denominator of which is 365) (the "Pro-Rata Bonus") payable at the time provided for in Section 6.

(iv) Vesting Acceleration. The Company shall vest in full the Executive on the Termination Date for any and all outstanding equity-incentive awards issued to the Executive and any options may be exercised by his authorized representative or estate for a period equal to the earlier of one year from and after the Termination Date and the original expiration date of each option as set forth in the respective grant agreements unless a longer period of time is set forth in the grant agreement evidencing the options.

(v) Continuation of Benefits. Subject to the Executive's eligible dependents' timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall contribute to the premium cost of the Executive's participation and that of his eligible dependents' in the Company's group health plan (to the extent permitted under applicable law and the terms of such plan) which covers the Executive (and the Executive's eligible dependents) for a period of twelve (12) months, provided the Executive pay the remainder of the premium cost of such participation by payroll deduction (if any) and, provided further that the Executive (or eligible dependents) is eligible and remains eligible for COBRA coverage. If the reimbursement of any COBRA premiums would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent, necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code. If the Executive's participation or that of his eligible dependents' participation would give rise to penalties or taxes against the Company under the Act, as determined by the Company in its sole discretion, the Company shall instead make cash payments to the Executive over the same period in monthly installments in an amount equal to the Company's portion of the monthly cost of providing such benefits under its group health plan for such period.

(c) Termination by the Company for Disability, or without Cause, by the Executive with Good Reason or in connection with a Change in Control. If, prior to the expiration of the Term, the Executive's employment is terminated as a result of Disability pursuant to Section 4(b), by the Company without Cause pursuant to Section 4(d), the Executive terminates his employment for Good Reason pursuant to Section 4(f), the Executive terminates his employment in connection with a Change in Control pursuant to Section 4(g) then the Executive shall be entitled to the following subject to Section 6:

(i) The Company shall pay and provide the Executive with the benefits set forth in 5(b) (i) (Accrued Obligations), 5(b)(ii) (Unpaid Bonus), 5(b)(iii) (Pro-Rata Bonus), 5(b)(iv) (Vesting Acceleration), and the continuation of benefits for 12 months as set forth in Section 5(b)(v) (Continuation of Benefits) provided that if Executive obtains other employment that offers group health benefits, such continued coverage by the Company under subsection (b)(v) (Continuation of Benefits) shall cease as of such coverage date; and

(ii) The Company shall pay the Executive severance in an amount equal to one times the Base Salary at the rate in effect on the Termination Date (but without giving effect to any reduction if one or all of the bases for the Executive's resignation for Good Reason is a reduction in Base Salary) less, in the case of termination by the Company for Disability, the gross proceeds paid to the Executive on account of Social Security or other similar benefits and Company-provided short-term and long-term disability plans, if any, which shall be payable in twelve (12) equal monthly installments commencing as set forth in Section 6.

6. Mutual Release; Payment. The payments and benefits provided for in Section 5 (other than those required by law) shall be conditioned on (a) the Executive's continued compliance with the obligations of the Executive under Sections 9 and 10 and (b) the effectiveness and irrevocability of a full mutual release, executed by the Company and the Executive or, in the event of his death, his estate, of all claims that the Executive, his heirs and assigns may have against the Company, its affiliates and subsidiaries and each of their respective directors, officers, employees and agents, and of all claims that the Company shall have against the Executive, his heirs and assigns, in a form reasonably acceptable to the Company and the Executive (the "Release"). The Release must become enforceable and irrevocable on or before the sixtieth (60th) day following the Termination Date. If the Executive (or his estate) fails to execute without revocation the Release, he shall be entitled to the Accrued Obligations only and no other benefits. The installments of severance provided under Section 5(c)(ii) shall commence in the calendar month following the month in which the Release becomes enforceable and irrevocable. If, however, the sixty (60) day period in which the Release must become enforceable and irrevocable begins in one year and ends in the following year, the Company shall commence payment of the severance installments in the second year in the later of January and the first calendar month following the month in which the Release becomes effective and irrevocable. The first installment shall include, however, all amounts that would otherwise have been paid to the Executive between the Termination Date and the Executive's receipt of the first installment, assuming the first installment would otherwise have been paid in the month following the month in which the Termination Date occurs. Any Unpaid and Pro-Rata Bonuses payable in Section 5 shall be paid on the later of when annual bonuses are paid to other senior executives of the Company generally, or when condition (b) above is fulfilled.

7. Section 409A Compliance.

(a) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(b) To the extent that any of the payments or benefits provided for in Section 5 are deemed to constitute non-qualified deferred compensation benefits subject to Section 409A of the United States Internal Revenue Code (the "Code"), the following interpretations apply to Section 5:

(i) Any termination of the Executive's employment triggering payment of benefits under Section 5 must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. § 1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of the Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. § 1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by the Executive to the Company or any of its parents, subsidiaries or affiliates at the time the Executive's employment terminates), any benefits payable under Section 5(b) or (c) that constitute deferred compensation under Section 409A of the Code shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. § 1.409A-1(h). For purposes of clarification, this Section 7(b)(i) shall not cause any forfeiture of benefits on the Executive's part, but shall only act as a delay until such time as a "separation from service" occurs.

(ii) Because the Executive is a "specified employee" (as that term is used in Section 409A of the Code and regulations and other guidance issued thereunder) on the date his separation from service becomes effective, any benefits payable under Section 5(b) or (c) that constitute non-qualified deferred compensation under Section 409A of the Code shall be delayed until the earlier of (A) the business day following the six-month anniversary of the date his separation from service becomes effective, and (B) the date of the Executive's death, but only to the extent necessary to avoid such penalties under Section 409A of the Code. On the earlier of (A) the business day following the six-month anniversary of the date his separation from service becomes effective, and (B) the Executive's death, the Company shall pay the Executive in a lump sum the aggregate value of the non-qualified deferred compensation that the Company otherwise would have paid the Executive prior to that date under Section 5 of this Agreement.

(iii) It is intended that each installment of the payments and benefits provided under Section 5 of this Agreement shall be treated as a separate "payment" for purposes of Section 409A of the Code. In particular, the installment severance payments set forth in Section 7(b)(ii) of this Agreement shall be divided into two portions. That number of installments commencing on the first payment date set forth in Section 7 of this Agreement that are in the aggregate less than two times the applicable compensation limit under Section 401(a)(17) of the Code for the year in which the Termination Date occurs (provided the termination of the Executive's employment is also a separation from service) shall be payable in accordance with Treas. Reg. § 1.409A-1(b)(9)(iii) as an involuntary separation plan. The remainder of the installments shall be paid in accordance with Sections 7(b)(i) and (ii) above.

8. Certain Reductions in Payments.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the Accounting Firm (as defined below) determines that receipt of all Payments (as defined below) would subject the Executive to the tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Agreement Payments (as defined below) to the Executive so that the Parachute Value (as defined below) of all Payments to the Executive, in the aggregate, equals the applicable Safe Harbor Amount (as defined below). Agreement Payments shall be so reduced (the "Reduced Payments") only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced. If the Accounting Firm determines that the Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Agreement Payments were so reduced, the Executive shall receive all Agreement Payments to which the Executive is entitled hereunder.

(b) If the Accounting Firm determines that the aggregate Agreement Payments to the Executive should be reduced so that the Parachute Value of all Payments to the Executive, in the aggregate, equals the applicable Safe Harbor Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive and shall be made as soon as reasonably practicable and in no event later than 15 days following the date that there has been an Agreement Payment that would subject the Executive to the tax under Section 4999 of the Code (the "Excise Tax").

(c) For purposes of reducing the Agreement Payments to the Executive so that the Parachute Value of all Payments to the Executive, in the aggregate, equals the applicable Safe Harbor Amount, only Agreement Payments (and no other Payments) shall be reduced. The reduction contemplated by this Section 8, if applicable, shall be made by reducing payments and benefits (to the extent such amounts are considered Payments) under the following sections in the following order: (i) any Payments under Section 5(b)(v) (Continuation of Benefits), (ii) any Payments under Section 5(b)(iii) (Pro-Rata Bonus), (iii) any Payments under Section 5(b)(ii) (Unpaid Bonus), (iv) any Payments under Section 5(b)(iv) (Acceleration of Vesting), and (v) any other cash Agreement Payments that would be made upon a termination of the Executive's employment, beginning with payments that would be made last in time.

(d) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that, under circumstances where the initial determination resulted in Reduced Payments, the Internal Revenue Service may later determine such reduction was not large enough to avoid the Excise Tax on the Payments (making the Net After-Tax Receipt of aggregate Payments less than if no reduction had occurred). Under such circumstances, in the event that the Internal Revenue Service or a court, as applicable, finally and in a decision that has become unappealable or a decision which is non-final but which the Company elects not to appeal, determines that the Payments are subject to the Excise Tax, the amount of the Reduced Payments shall be paid or distributed by the Company to or for the benefit of the Executive within 30 days of such final determination; provided that (i) the Executive shall not initiate any proceeding or other contests regarding these matters, other than at the direction of the Company, and shall provide notice to the Company of any proceeding or other contest regarding these matters initiated by the Internal Revenue Service and (ii) the Company shall be entitled to direct and control all such proceedings and other contests, if it commits to do so, it shall pay all fees (including without limitation legal and other professional fees) associated therewith.

(e) In connection with making determinations under this Section 8, the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by the Executive before or after the change in control, including the non-competition provisions applicable to the Executive under Section 9(d) and any other non-competition provisions that may apply to the Executive, and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

(f) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

(g) In the event of any controversy with the Internal Revenue Service (or other taxing authority) with regard to the Agreement Payments, the Executive shall permit the Company to control issues related to the Agreement Payments or any excise tax thereon, provided that such issues do not potentially materially adversely affect the Executive. If the Company commits to control such issues, it shall pay all fees (including without limitation legal and other professional fees) associated therewith. In the event of any conference with any taxing authority as to the Agreement Payments, any excise tax thereon, or associated income taxes, the Executive shall permit the representative of the Company to accompany the Executive, and the Executive and any representative of the Executive shall cooperate with the Company and its representative.

(h) **Definitions.** The following terms shall have the following meanings for purposes of this Section 8.

(i) "Accounting Firm" shall mean a nationally recognized certified public accounting firm or other professional organization that is a certified public accounting firm recognized as an expert in determinations and calculations for purposes of Section 280G of the Code that is selected by the Executive and reasonably acceptable to the Company for purposes of making the applicable determinations hereunder.

(ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement including, for the avoidance of doubt, any acceleration of vesting of equity awards.

(iii) "Net After-Tax Receipt" shall mean the Present Value of a Payment net of all taxes imposed on the Executive with respect thereto under Code Sections 1 and 4999 and under applicable state, local, and foreign laws, determined by applying the applicable highest marginal rate .

(iv) "Parachute Value" of a Payment shall mean the present value as of the date of the change in control for purposes of Code Section 280G of the portion of such Payment that constitutes a "parachute payment" under Code Section 280G(b) (2), as determined by the Accounting Firm for purposes of determining whether and to what extent the excise tax under Code Section 4999 will apply to such Payment.

(v) A "Payment" shall mean any payment or distribution in the nature of compensation (within the meaning of Code Section 280G(b)(2)) to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise.

(vi) "Present Value" of a Payment shall mean the economic present value of a Payment as of the date of the change in control for purposes of Code Section 280G, as determined by the Accounting Firm using the discount rate required by Code Section 280G(d)(4).

(vii) "Safe Harbor Amount" means (x) 3.0 times the Executive's "base amount," within the meaning of Code Section 280G(b)(3), minus (y) \$1.00.

9. Confidentiality and Restrictive Covenants.

(a) The Executive acknowledges that:

(i) the Company (which, for purposes of this Section 9 shall include the Company and each of its subsidiaries and affiliates) is engaged in the biopharmaceutical business with a focus on the discovery, development and testing of antibodies and vaccines for eventual commercialization, and such other business activities as may be disclosed from time to time by the Company in its filings with the SEC or otherwise (the "Business");

(ii) the Company is dependent on the efforts of a certain limited number of persons who have developed, or will be responsible for developing the Company's Business;

(iii) the Company's Business is national in scope;

(iv) the Business in which the Company is engaged is intensely competitive and that Executive's employment by the Company will require that he have access to and knowledge of nonpublic confidential information of the Company and the Company's Business, as further defined in the Employee Confidentiality and Assignment Agreement (the "IP Agreement") between Executive and the Company of even date herewith (collectively, "Confidential Information");

(v) the direct or indirect disclosure of any Confidential Information would place the Company at a serious competitive disadvantage and would do serious damage, financial and otherwise, to the Company's business;

(vi) by his training, experience and expertise, the Executive's services to the Company will be special and unique;

(vii) the covenants and agreements of the Executive contained in this Section 9 and the IP Agreement are essential to the business and goodwill of the Company; and

(viii) if the Executive leaves the Company's employ certain competitive acts while in possession of the Company's sensitive Confidential Information would be unfair and would cause the Company irreparable harm.

(b) Covenant Against Disclosure. All Confidential Information relating to the Business is, and shall be governed by the IP Agreement.

(c) Return of Company Documents and Other Assets. On the Termination Date or on any prior date upon the Company's written demand, the Executive will return all memoranda, notes, lists, records, property, assets and other tangible things and documents provided by the Company or concerning the Business, including all Confidential Information, in his possession, directly or indirectly, that is in written or other tangible form (together with all duplicates thereof) and that he will not retain or furnish any such Confidential Information to any third party, either by sample, facsimile, film, audio or video cassette, electronic data, verbal communication or any other means of communication.

(d) Further Covenant. In accordance with the IP Agreement, Executive shall not at any time during or after employment, disclose or use any Company Confidential Information for any purpose except as permitted in the IP Agreement. In addition and in view of Executive's possession of significant and sensitive Confidential Information, during the Term and through the second anniversary of the Termination Date, the Executive shall not, directly or indirectly, take any of the following actions, and, to the extent the Executive owns, manages, operates, controls, is employed by or participates in the ownership, management, operation or control of, or is connected in any manner with, any business, the Executive will use his best efforts to ensure that such business does not take any of the following actions:

(i) solicit, persuade or attempt to persuade any customer, partner or vendor of the Company to cease doing business with the Company, or to reduce the amount of business any customer, partner or vendor does with the Company;

(ii) solicit, persuade or attempt to persuade any employee or independent contractor of the Company to leave the service of the Company, or hire or engage, directly or indirectly, any individual who was an employee or independent contractor of the Company within one (1) year prior to the Executive's Termination Date.

(e) Enforcement. The Executive acknowledges and agrees that any breach by him of any of the provisions of this Section 9 (the "Restrictive Covenants") would result in irreparable injury and damage for which money damages would not provide an adequate remedy. Therefore, if the Executive breaches or threatens to commit a breach of any of the provisions of Section 9, the Company shall have the ability to seek the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity (including, without limitation, the recovery of damages): (i) the right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court having equity jurisdiction, including, without limitation, the right to an entry against the Executive of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants; and (ii) the right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by him as the result of any transactions constituting a breach of the Restrictive Covenants, and the Executive shall account for and pay over such Benefits to the Company and, if applicable, its affected subsidiaries and/or affiliates. The Executive agrees that in any action seeking specific performance or other equitable relief, he will not assert or contend that any of the provisions of this Section 9 are unreasonable or otherwise unenforceable. Other than a material breach of this Agreement, the existence of any claim or cause of action by the Executive, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the Restrictive Covenants.

10. Intellectual Property. Relevant intellectual property shall be governed by the IP Agreement.
11. Indemnification. The Company shall indemnify the Executive in accordance with the Indemnification Agreement between the parties of even date herewith.
12. Integration. This Agreement, including the other agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other discussions, understanding and agreements between the parties concerning such subject matter, including, without limitation, the prior offer letter.
13. Successors. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due him under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation). The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.
14. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.
16. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
17. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be in writing and deemed given when delivered in person or by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.
18. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and the President of the Company.
19. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of California for contracts to be performed in that State and without giving effect to the conflict of laws principles of California or any other State. In the event of any alleged breach or threatened breach of this Agreement, the Executive hereby consents and submits to the jurisdiction of the federal and state courts sitting in San Diego County.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

MabVax Therapeutics Holdings, Inc.

By: /s/ J. David Hansen

Name: J. David Hansen

Title: President and Chief Executive Officer

/s/ Paul F. Resnick, M.D.

Executive

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, J. David Hansen, certify that:

- 1) I have reviewed this Amendment No.1 to the Annual Report on Form 10-K/A of MabVax Therapeutics Holdings, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 19, 2016

/s/ J. David Hansen

J. David Hansen

President and Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Gregory P. Hanson, certify that:

- 1) I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of MabVax Therapeutics Holdings, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 19, 2016

/s/ Gregory P. Hanson
Gregory P. Hanson
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. Sec.1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Amendment No. 1 to the Annual Report of MabVax Therapeutics Holdings, Inc. (the Company) on Form 10-K/A for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, J. David Hansen, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- 1) The Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and
- 2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

April 19, 2016

/s/ J. David Hansen

J. David Hansen
President and Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to MabVax Therapeutics Holdings, Inc. and will be furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. Sec.1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with Amendment No. 1 of the Annual Report of MabVax Therapeutics Holdings, Inc. (the Company) on Form 10-K/A for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Gregory P. Hanson, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- 1) The Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and
- 2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

April 19, 2016

/s/ Gregory P. Hanson
Gregory P. Hanson
Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to MabVax Therapeutics Holdings, Inc. and will be furnished to the Securities and Exchange Commission or its staff upon request.