

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **January 20, 2023**

iBio, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other jurisdiction of incorporation)

001-35023

(Commission File Number)

26-2797813

(IRS Employer Identification No.)

**8800 HSC Parkway
Bryan, Texas 77807**

(Address of principal executive offices and zip code)

(979) 446-0027

(Registrant's telephone number including area code)

N/A

(Former Name and Former Address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	IBIO	NYSE American

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

Emerging growth company

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

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

On January 20, 2023, the Board of Directors (the “Board”) of iBio, Inc., a Delaware corporation (the “Company”), appointed Dr. Martin Brenner to the position of Interim Chief Executive Officer, effective immediately, and Mr. Felipe Duran, to the position of Interim Chief Financial Officer, effective as of February 13, 2023. The Company is continuing its search for a successor Chief Executive Officer and as such, Dr. Brenner’s position of Interim Chief Executive Officer will end when the Company appoints a successor.

Dr. Brenner, age 52, has served as the Company’s Chief Scientific Officer since January 18, 2021. Dr. Brenner has a strong history of success heading drug discovery and development teams at several of the world’s leading pharmaceutical companies, including AstraZeneca (“AstraZeneca”), Eli Lilly and Company (“Lilly”), Pfizer Inc. (“Pfizer”), and Merck Research Laboratories (“Merck Research Labs”). Most recently, Dr. Brenner served as Senior Vice President, Chief Scientific Officer of Pfenex Inc. from March 2019 until its acquisition by Ligand Pharmaceuticals Incorporated in October 2020. From 2017 to 2018, Dr. Brenner served as Chief Scientific Officer at Recursion Pharmaceuticals, Inc., a biotechnology company. From 2016 to 2017, Dr. Brenner served as Vice President and Head of Research and Early Development at Stoke Therapeutics, Inc., a biotechnology company. From 2013 to 2016, Dr. Brenner served as Executive Director, Diabetes & NASH, and Chair of Diabetes & NASH Early Discovery Unit at Merck Research Lab. From 2012 to 2013, Dr. Brenner served as Senior Director, Head of Bioscience, CVMD at AstraZeneca. From 2009 to 2012, Dr. Brenner served as an Associate Research Fellow for the Diabetes Prevention and Remission Group at Pfizer. From 2003 to 2009, Dr. Brenner served as Senior Research Scientist for the Diabetes Drug Hunting Team at Lilly. Dr. Brenner holds a Ph.D. in Pharmacology from the Veterinary School of Hannover in Hannover, Germany a DVM from Veterinary School of Ludwig-Maximilians-University in Munich, Germany.

Mr. Duran, age 43, has served as the Company’s Vice President of Financial Planning and Analysis (FP&A) since April 2021. Previously, Mr. Duran served as the Executive Director (CFO), of Lupin Latin America, a subsidiary of Lupin Pharmaceuticals, which is the 3rd largest generic pharmaceutical company in the United States, from May 2016 to May 2021. Prior to joining Lupin Pharmaceuticals, he held numerous strategy positions at Teva Pharmaceuticals in both its growth markets and Latin America offices. Mr. Duran also worked as a Manager, FP&A for both Bupa and Noven Pharmaceuticals. Mr. Duran holds a B.A. in Finance and an M.B.A from the University of Miami.

On December 23, 2020, the Company entered into an employment agreement with Dr. Martin Brenner to serve as the Company’s Chief Scientific Officer, effective as of January 18, 2021. In addition to a base salary of \$405,000 for serving as the Company’s Chief Scientific Officer and a discretionary incentive bonus with a target of 40% of his annual base salary, while serving as Interim Chief Executive Officer, Dr. Brenner will receive a monthly cash stipend of \$7,500. Dr. Brenner was also granted restricted stock units (“RSUs”) to acquire 130,000 shares of the Company’s common stock, \$0.001 par value per share (the “Common Stock”), which RSUs shall vest pro rata over a twelve-month period, such vesting to terminate if Dr. Brenner is no longer the Company’s Interim Chief Executive Officer. The grant-date fair value of the RSUs totaled approximately \$91,000. On November 11, 2022, Dr. Brenner also received a RSU grant of 95,348 shares of Common Stock in exchange for Dr. Brenner’s agreement to continue employment with the Company through July 1, 2023, whereby such RSUs will vest on the earlier of (i) July 1, 2023, or (ii) the successful achievement of the Company’s 2023 objectives, as defined by the Board of Directors.

On January 23, 2023, Mr. Duran accepted an offer letter from the Company for the Interim Chief Financial Officer (the “Offer Letter”). Pursuant to the terms of the Offer Letter, Mr. Duran will serve as the Company’s Interim Chief Financial Officer, effective as of February 13, 2023. Upon his appointment to the position of Interim Chief Financial Officer, Mr. Duran’s base salary will be increased from \$300,000 to a base salary of \$350,000, he will be eligible for a discretionary incentive bonus with a target of 40% of his annual base salary and he will be granted a \$140,000 special incentive bonus (40% of his fiscal year 2023 annualized salary) in exchange for his agreement to continue employment with the Company through the earlier of: (a) July 1, 2023, or (b) the successful achievement of the Company’s 2023 objectives, as defined by the Board of Directors minus any retention bonus he is paid during the fiscal year 2023. Before his appointment as the Company’s Interim Chief Financial Officer, Mr. Duran became eligible to receive a retention bonus of \$70,000 in exchange for Mr. Duran’s agreement to continue employment with the Company through March 31, 2023.

Each of Dr. Brenner’s and Mr. Duran’s employment is on an “at will” basis and may be terminated at any time by either of them or the Company. If either Dr. Brenner or Mr. Duran separate from employment for any reason or no reason, they are entitled to receive their accrued and unpaid base salary, any unreimbursed expenses and benefits accrued through the

termination date. If the Company terminates their employment for reasons other than for "Cause" (as defined in their respective employment agreements), the Company is required to pay the accrued and unpaid base salary, any unreimbursed expenses and benefits accrued through the termination/separation date and provided, that the terminated employee executes and does not revoke a separation agreement in form acceptable to the Company, he will receive (1) an amount equal to his base salary for nine months, (2) a pro rata share of any bonus earned by him during the Company's fiscal year in which he was terminated, within thirty (30) days of his execution of a separation agreement, and (3) payment of the full amount of all premiums for continued health benefits (including COBRA) under the Company's health plans for a period of nine (9) months following the termination.

If Dr. Brenner's or Mr. Duran's employment is terminated without Cause within twelve (12) months after a Change of Control (as defined in the Company's equity incentive plan), (or in the case of Dr. Brenner, Dr. Brenner terminates his employment with us for "good reason", as defined in his employment agreement), provided they execute and do not revoke a separation agreement in a form acceptable to the Company, they each will be entitled to receive: (1) an amount equal to his base salary for twelve months, (2) an amount equal to the target bonus for which he would have been eligible during the Company's fiscal year in which he was terminated, within thirty (30) days of his execution of a separation agreement, (3) immediate vesting of 100% of any unvested time-vested equity awards held by him at such time, and (4) payment of the full amount of all premiums for continued health benefits (including COBRA) under the Company's health plans for a period of twelve (12) months following the termination.

Dr. Brenner and Mr. Duran each has agreed to assign to the Company all of his rights in any Inventions, including all Intellectual Property Rights (as such terms are defined in the employment agreements) that are made, conceived or reduced to practice, in whole or in part, alone or with others, by him during his employment with the Company and have agreed to certain non-compete and non-solicitation terms.

There are no family relationships between Dr. Brenner and Mr. Duran and any of the Company's directors or executive officers. In addition, except as set forth above, neither Dr. Brenner nor Mr. Duran is a party to any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The descriptions of the Brenner Employment Agreement and Duran Offer Letter do not purport to be complete and are qualified in its entirety by reference to the Brenner Employment Agreement and Duran Offer Letter, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit Description
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
10.1	Employment Agreement dated January 18, 2021, by and between iBio, Inc. and Dr. Martin Brenner (incorporated by reference to Exhibit 10.20 to the Annual Report on Form 10-K for the year ended June 20, 2021 filed by the Company with the Securities and Exchange Commission on September 28, 2021 File No. 001-35023).
10.2*	Offer Letter by and between iBio, Inc. and Felipe Duran dated January 23, 2023

***Filed herewith**

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IBIO INC.

Date: January 25, 2023

By: /s/ Marc A. Banjak
Name: Marc A. Banjak
Title: General Counsel and Corporate Secretary



Date: January 23, 2023

To: Felipe Duran

From: Chip Clark
Chairman of the Board

RE: Offer Letter for Interim Chief Financial
Officer

Dear Felipe,

We are pleased to offer you to position of Interim Chief Financial Officer effective Feb 13, 2023. With this promotion will come additional responsibilities and expectations. We look forward to continuing to work together and giving you the opportunity to apply your skills, background, experience, energy, and enthusiasm toward helping iBio achieve its strategic objectives.

Compensation

The pay for this exempt position is **\$350,000 00** annually (“Base Salary”), to be paid in regular installments in accordance with iBio’s regular payroll process, and subject to applicable tax and other withholdings.

You are eligible for a discretionary incentive bonus with a target of **40%** of your annual Base Salary, pro-rated, for fiscal year 2023 (July 1, 2022), less applicable withholding. The incentive bonus will be based upon both individual and iBio’s performance.

At-Will Employment

Subject to the Severance section below, your employment will continue to be on an at-will basis. Neither this letter nor any of the policies, practices or procedures of iBio constitute an expressed or implied contract of employment.

Termination

Your employment shall be terminable as described above and subject to this Severance section below.

Termination by iBio for Cause. Your employment hereunder may be terminated (but after the expiration of the cure period described below, if applicable), at the option of the iBio, for “Cause” (as defined herein), upon written notice to you specifying the subsection(s) of the definition of Cause relied on to support the decision to terminate, in which event the iBio shall have no further obligations or liabilities under this Agreement except to pay to you the Standard Termination Benefits (as defined below). Termination by iBio for Cause shall be effective immediately after iBio gives notice to you of termination, unless iBio specifies a later date, in which case, termination shall be effective as of such later date; provided that no effective date of termination shall precede the expiration of the cure period described below, if applicable.





For purposes of this letter, "Cause" means: (i) an act of personal dishonesty in connection with your responsibilities as an employee of iBio that is intended to result in your personal enrichment; (ii) commission of a felony or other crime involving theft, fraud or moral turpitude which iBio reasonably believes has had or could have a material detrimental effect on the iBio's reputation or business; (iii) a breach of any fiduciary duty owed to iBio that has, or reasonably could have, a material detrimental effect on the iBio's reputation or business as determined in good faith by iBio; (iv) willful violations of your obligations to iBio; or (v) the material breach by you of any material policy of iBio if (in the event such failure is reasonably susceptible of cure) such failure continues uncured for thirty (30) days after written notice specifying in reasonable detail such failure.

Standard Termination Benefits in the Event of Separation from Employment. In the event that you separate from employment for any reason or no reason, iBio shall pay you within thirty (30) days of such termination: (i) accrued and unpaid Base Salary ; (ii) any unreimbursed expenses payable any earned but unpaid annual bonus from a prior fiscal year; and (iv) any amounts payable under any of the benefit plans of iBio in which you were a participant in accordance with applicable law and the terms of those plans (collectively, the "Standard Termination Benefits").

Severance

You will be eligible for severance if iBio terminates your employment without Cause provided you execute and do not revoke a Separation Agreement in a form acceptable to iBio, you shall receive, in addition to the Standard Termination Benefits as described above: (i) an amount equal to your then current Base Salary for nine (9) months (the "Severance Period"), less all applicable withholdings and deductions paid in equal installments in accordance with iBio's regular payroll dates, (ii) a pro rata share of any bonus earned during the fiscal year in which your Separation from Service (as defined below) occurs, based on actual attainment of metrics upon which the bonus is calculated (as determined by the Compensation Committee of the Board), with the proration based on the number of days worked during the fiscal year paid in a lump sum at the time iBio pays bonuses to similarly-situated employees; and (iii) provided you elect continuation coverage for health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), iBio will pay the full cost of this benefit for the Severance Period. Notwithstanding the foregoing, the timing of payments shall be subject to Section 409A of the Internal Revenue Code.

If iBio terminates your employment without Cause within twelve (12) months after a "change in control" (as defined in the Plan), provided you execute and do not revoke a Separation Agreement in a form acceptable to iBio, you shall receive, in addition to Standard Termination benefits (i) an amount equal to your then current Base Salary for twelve months (12) months (the "Change of Control Severance Period"), less all applicable withholdings and deductions paid in equal installments in accordance with iBio's regular payroll dates, (ii) an amount equal to the target bonus for which you would have been eligible during iBio's fiscal year in which your employment terminates, within thirty (30) days of your execution of a Separation Agreement, (iii) vesting of any unvested



time-vested equity awards held by you at such time; and (iv) provided you elect continuation coverage for health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company will pay the full cost of this benefit for the Change of Control Severance Period. Notwithstanding the foregoing, timing of payments shall be subject to Section 409A of the Internal Revenue Code.

Sections 409A and 280G of the Internal Revenue Code

Notwithstanding anything in this letter to the contrary, to the extent that any severance or other payments or benefits paid or provided to you, if any, pursuant to this letter are considered deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended ("Code") and the final regulations and any guidance promulgated thereunder ("Section 409A") (such payments, the "Deferred Payments"), then to the extent required by Section 409A, no Deferred Payments will be payable unless your termination of employment also constitutes a "separation from service," as defined in Treasury Regulations Section 1.409A-1(h) (a "Separation from Service").

Similarly, no Deferred Payments payable to you, if any, pursuant to this letter that otherwise would be exempt from Section 409A pursuant to Treasury Regulations Section 1.409A-1(b)(9) will be payable until you have a Separation from Service. For clarity, if your employment with iBio is terminated by you or iBio (including, without limitation, by resignation) in a manner entitling you to Severance Benefits, but you do not incur a Separation from Service, then any severance payments or benefits that are Deferred Payments and that are not immediately payable pursuant hereunder will instead be paid to you when you incur a Separation from Service, as if termination of employment occurred on such date notwithstanding that you may no longer be employed by iBio.

If, at the time of your Separation from Service, iBio determines that you are a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and that delayed commencement of any portion of the Deferred Payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then that portion of the Deferred Payments will not be provided to you until the earlier of (i) the expiration of the six-month period measured from the date of your Separation from Service, (ii) the date of your death, or (iii) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all Deferred Payments deferred under the Payment Delay will be paid in a lump sum to you within 30 days following such expiration, and any remaining payments due under this Agreement will be paid as otherwise provided in this Agreement. The determination of whether you are a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code at the time of your Separation from Service will be made by iBio, in its discretion, in accordance with Section 409A (including, without limitation, Treasury Regulations Section 1.409A-1(i)). For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulations Section 1.409A-2(b)(2)(iii)), your right to receive the payments pursuant to this letter, including the severance payments and benefits, will be treated as a right to



receive a series of separate payments and, accordingly, each installment payment will at all times be considered a separate and distinct payment.

Severance payments shall begin upon expiration of the revocation period under the general release of claims described in the Severance Section above, and the first payment made shall include amounts that would have been paid for preceding payroll periods had the general release of claims been executed and effective immediately upon your termination of employment. Notwithstanding the foregoing, if the period for signing and revoking the general release of claims spans two calendar years, any portion of the severance that is subject to Section 409A shall not be paid until the first payroll date in the second calendar year following expiration of the revocation period.

If required for compliance with Section 409A of the Code, any expenses incurred by you that are reimbursed by iBio as a taxable reimbursement under this Agreement will be paid in accordance with Treasury Regulations Section 1.409A-3(i)(1)(iv) and in accordance with iBio's standard expense reimbursement policies, but in any event on or before the last day of your taxable year following the taxable year in which you incurred the expenses. The amounts so reimbursed during any taxable year will not affect the amounts provided in any other taxable year, and your right to reimbursement for these amounts will not be subject to liquidation or exchange for any other benefit.

Notwithstanding any provision of this letter to the contrary, if any payment or benefit you would receive from iBio pursuant to this letter or otherwise (a "Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this provision, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment will be equal to the Reduced Amount (as defined below). The "Reduced Amount" will be either (1) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (2) the entire Payment, whichever amount after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in your receipt, on an after-tax basis, of the greatest amount of the Payment. If a reduction in the Payment is to be made, the reduction in payments and/or benefits will occur in the following order: (1) reduction of cash payments; and (2) reduction of other benefits paid to you. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of the your equity awards. This provision shall supersede Section 12.1 of the Plan relating to Section 280G of the Code.

This letter, along with the Contingent Offer Letter Dated March 22, 2021, contains the entire agreement of your employment and all promises, representations, understandings, arrangements and prior agreements on such subject are merged herein and superseded hereby. In the event of any conflict with this letter and the Contingent Offer Letter Dated March 22, 2021, this letter shall control.



We want to express our sincere thanks for your hard work and contributions. The Company can only achieve its success through the dedication and commitment that you have to your job, fellow team members, customers, and the organization overall.

Regards,

/s/ Chip Clark

Chip Clark

I hereby agree to and accept the position with the Company on the terms and conditions set forth in this offer letter:

SIGNATURE /s/ Felipe Duran

NAME: Felipe Duran

DATED: January 23, 2023
