

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

GALECTIN THERAPEUTICS INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

04-3562325
(IRS Employer
Identification Number)

7 Wells Avenue
Newton, Massachusetts 02459
(617) 559-0033
(Address of Principal Executive Offices, Zip Code)

Common Stock Purchase Warrant for Peter G. Traber, M.D., dated August 3, 2010
Non-Qualified Stock Option Agreement for Peter G. Traber, M.D., dated March 7, 2011
Non-Qualified Stock Option Agreement for Peter G. Traber, M.D., effective May 26, 2011
Non-Qualified Stock Option Agreement for James C. Czirr, effective June 28, 2011
(Full Title of Plans)

Peter G. Traber, M.D.
Chief Executive Officer and President
Galectin Therapeutics Inc.
7 Wells Avenue
Newton, Massachusetts 02459
(617) 559-0033
(Name, address and telephone number of agent for service)

With a copy to:

Jonathan C. Guest, Esq.
McCarter & English, LLP
265 Franklin Street
Boston, MA 02110
Tel. (617) 449-6500
Fax (617) 449-9200

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 Accelerated filer
Non-accelerated filer Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value \$.001 per share	600,000(2)	\$0.71(3)	\$426,000	\$49.46
Common Stock, par value \$.001 per share	5,000,000(4)	\$1.16(3)	\$5,800,000	\$673.38
Common Stock, par value \$.001 per share	500,000(5)	\$1.26(3)	\$630,000	\$73.14
Common Stock, par value \$.001 per share	3,000,000(6)	\$1.17(3)	\$3,510,000	\$407.51
Total	9,100,000		\$10,366,000	\$1,203.49

- This Registration Statement shall also cover any additional shares of common stock which become issuable under the registrant's by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of outstanding shares of the Registrant's common stock.
- Shares of common stock that may be issued upon exercise of warrants granted pursuant to a Common Stock Purchase Warrant with Peter G. Traber, M.D., dated August 3, 2010.
- Determined in accordance with Rule 457(h)(1) based on the exercise price of the options or warrants to purchase such shares, as applicable.
- Shares of common stock that may be issued upon exercise of options granted pursuant to a Non-Qualified Stock Option Agreement for Peter G. Traber,

M.D., dated March 7, 2011.

- (5) Shares of common stock that may be issued upon exercise of options granted pursuant to an Employment Agreement with Peter G. Traber, M.D., effective May 26, 2011.
 - (6) Shares of common stock that may be issued upon exercise of options granted pursuant to an Employment Agreement with James C. Czirr, effective June 28, 2011.
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PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS
EXPLANATORY NOTE

The information specified by Items 1 and 2 of Part I of Form S-8 is omitted from this filing in accordance with the provisions of Rule 428 promulgated by the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory Note to Part I of Form S-8.

The documents containing the information specified by Part I of Form S-8 will be sent or given to Dr. Traber and Mr. Czirr in accordance with Rule 428(b)(1) promulgated under the Securities Act. Such documents will not be filed with the Commission in this registration statement, but constitute (along with the documents incorporated by reference into this registration statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

The Common Stock Purchase Warrant for Peter G. Traber, M.D., that is subject to this registration statement was granted as partial compensation for his services pursuant to a Consulting Agreement between him and the Company, which is attached as Exhibit 10.1 to the Company's Form 10-Q quarterly report for the three months ended June 30, 2010, filed on August 13, 2010.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the "Commission") by the Company pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated by reference in this registration statement:

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed on March 15, 2011;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed on May 13, 2011, and for the quarter ended June 30, 2011 filed on August 12, 2011;
- Our Current Reports on Form 8-K filed on April 6, April 28, June 2, June 15 and July 5, 2011; and
- The description of our common stock contained in our Registration Statement on Form 8-A filed with the SEC on September 9, 2003, including any amendments or reports filed for the purpose of updating that description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents. Any statement contained in a previously filed document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The registrant's By-laws, as amended to date, provide for indemnification of officers and directors to the fullest extent permitted by Section 7502 of Chapter 78 of the Nevada Revised Statutes ("NRS") (as from time to time amended), provided such officer or director acts in good faith and in a manner which such person reasonably believes to be in or not opposed to the best interests of the registrant, and with respect to any criminal matter, had no reasonable cause to believe such person's conduct was unlawful.

NRS 78.7502 states:

"1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) Is not liable pursuant to NRS 78.138; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, or that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) Is not liable pursuant to NRS 78.138; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense."

The registrant's By-laws also provide that to the fullest extent permitted by NRS 78.751 (as from time to time amended), the registrant shall pay the expenses of officers and directors of the Corporation incurred in defending a civil or criminal action, suit or proceeding, as they are incurred and in advance of the final disposition of such matter, upon receipt of an undertaking in form and substance acceptable to the Board of Directors for the repayment of such advances if it is ultimately determined by a court of competent jurisdiction that the officer or director is not entitled to be indemnified.

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NRS 78.751 states:

“1. Any discretionary indemnification pursuant to [NRS 78.7502](#), unless ordered by a court or advanced pursuant to subsection 2, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) By the stockholders;

(b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(c) If a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or

(d) If a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

2. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

3. The indemnification pursuant to [NRS 78.7502](#) and advancement of expenses authorized in or ordered by a court pursuant to this section:

(a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to [NRS 78.7502](#) or for the advancement of expenses made pursuant to subsection 2, may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.”

In addition, the registrant maintains directors’ and officers’ liability insurance which insures against liabilities that its directors and officers may incur in such capacities.

Reference is made to “Undertakings,” below, for the registrant’s undertakings in this registration statement with respect to indemnification of liabilities arising under the Securities Act of 1933, as amended (the “Securities Act”).

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

The Exhibit Index immediately preceding the exhibits is incorporated herein by reference.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement:
 - (a) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a) and (b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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<hr/> <i>/s/</i> GILBERT AMELIO Gilbert Amelio, Ph.D. <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> ARTHUR R. GREENBERG Arthur R. Greenberg <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> S. COLIN NEILL S. Colin Neill <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> STEVEN PRELACK Steven Prelack <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> JERALD K. ROME Jerald K. Rome <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> PAUL PRESSLER Paul Pressler <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> KEVIN D. FREEMAN Kevin D. Freeman <hr/>	Director	August 15, 2011
<hr/> <i>/s/</i> JOHN F. MAULDIN John F. Mauldin <hr/>	Director	August 15, 2011

This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS



9,100,000 SHARES OF COMMON STOCK

This prospectus relates to the offer and sale from time to time of up to 9,100,000 shares of our common stock by the selling stockholders named in this prospectus. These shares include shares issuable upon the exercise of options and warrants, all previously granted to the selling stockholders.

Our common stock trades on the OTCBB under the symbol "GALT.OB." On August 11, 2011, the closing sale price of the common stock was \$0.86 per share.

Investing in our securities involves certain risks. You should consider the "[Risk Factors](#)" beginning on page 9 in deciding whether to buy any shares of our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is August 15, 2011

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The terms the “Company,” “we,” “our” and “us” refer to Galectin Therapeutics Inc. and its subsidiaries unless the context suggests otherwise. The term “you” refers to a prospective purchaser of our common stock.

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Certain statements contained in, or incorporated by reference in, this prospectus are forward-looking in nature. These statements can be identified by the use of forward-looking terminology such as “believes,” “expects,” “may,” “will,” “should,” or “anticipates,” or the negatives thereof or comparable terminology, or by discussions of strategy. You are cautioned that our business and operations are subject to a variety of risks and uncertainties and, consequently, our actual results may materially differ from those projected by any forward-looking statements. Certain of these risks and uncertainties are discussed below under the heading “Risk Factors.” We make no commitment to revise or update any forward-looking statements in order to reflect events or circumstances after the date any such statement is made.

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2010, which is incorporated by reference into this prospectus, and the other information contained in, and incorporated by reference into, this prospectus before deciding to invest in our common stock. The risks described are not the only ones facing our company. Additional risks not presently known to us or that we currently consider immaterial may also adversely affect our business. We have attempted to identify the major factors that could cause differences between actual and planned or expected results, but we cannot assure you that we have identified all of those factors.

If any of the risks actually happen, our business, financial condition and operating results could be materially adversely affected, the trading price of our common stock could decline, and you could lose all or part of your investment.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares by the selling stockholders. We will receive proceeds upon exercise of the options and warrants by the selling stockholders. All proceeds received by us through the exercise of options and warrants will be used for working capital.

SELLING STOCKHOLDERS

This prospectus relates to the offer and sale from time to time of up to 9,100,000 shares of our common stock by the selling stockholders named in this prospectus issuable upon the exercise of options and warrants previously granted to the selling stockholders.

The table below (1) identifies each selling stockholder, (2) shows the number of shares beneficially owned by each selling stockholder prior to the offering (as of the date of this prospectus), (3) shows the number of shares that each selling stockholder may sell in this offering pursuant to this prospectus, and (4) shows the number and percentage of shares that each selling stockholder will beneficially own upon completion of the offering.

<u>Selling Stockholder</u>	<u>No. of Shares Beneficially Owned Before Offering (1)</u>	<u>No. of Shares Being Offered</u>	<u>No. of Shares Beneficially Owned Upon Completion of Offering (1)</u>	<u>Percentage of Shares Beneficially Owned After Completion of Offering (2)</u>
James C. Czirr (3)	57,301,398(4)	3,000,000	57,151,398	47.6%
Peter Traber, M.D. (5)	2,350,000	6,100,000	500,000	0.7%

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- (1) Beneficial ownership is determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934.
- (2) Based upon 74,106,869 shares of our common stock outstanding on July 31, 2011.
- (3) A director and Chairman of the Board of Directors since February 2009 and Executive Chairman of the Board since February 2010.
- (4) Includes (A) (i) 1,150,000 shares underlying options to purchase our common stock exercisable within 60 days; (ii) 100,000 shares of our common stock issuable upon conversion of Series A preferred stock; and (iii) 200,000 shares of our common stock underlying warrants to purchase shares of our common stock and (B) the following shares with respect to which Mr. Czirr, in his capacity as a managing member of 10X Capital Management Fund, LLC, a Florida limited liability company, and general partner of 10X Fund, L.P., has shared voting and investment power, and as to which Mr. Czirr disclaims beneficial ownership: (i) 3,590,000 shares of common stock; (ii) 3,600,000 shares of our common stock issuable upon conversion of 900,000 shares of Series B-1 preferred stock; (iii) 8,400,000 shares of our common stock issuable upon conversion of 2,100,000 shares of Series B-2 preferred stock; (iv) warrants to purchase 32,410,000 shares of our common stock; and (v) 2,862,698 shares of common stock issued as dividend payments.
- (5) A director since February 2009, President and Chief Executive Officer since March 2011, and Chief Medical Officer since June 2010.

PLAN OF DISTRIBUTION

On and after the date of this prospectus, the selling stockholders may, from time to time, sell any or all of their shares of common stock on any stock exchange, market or trading facility on which shares of our common stock are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits a purchaser;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

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The selling stockholders and any broker-dealers or agents that are involved in selling the shares of our common stock may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares of our common stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each selling stockholder has informed us that he does not have any agreement or understanding, directly or indirectly, with any person to distribute our common stock.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424(b) or other applicable provision in or under the Securities Act of 1933 amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders and any other person participating in the sale of common stock will be subject to the Securities Exchange Act of 1934. The Securities Exchange Act of 1934 rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the common stock by the selling stockholders and any other such person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the common stock and the ability of any person or entity to engage in the market-making activities with respect to the common stock.

We have agreed to pay substantially all expense incidental to the registration, offering and sale of the common stock offered pursuant to this prospectus to the public, other than commissions, fees and discounts of underwriters, brokers, dealers and agents.

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus has been passed upon for Galectin Therapeutics Inc. by McCarter & English, LLP of Boston, Massachusetts.

INFORMATION INCORPORATED BY REFERENCE

The following documents filed with the Securities and Exchange Commission (the “Commission”) by the Registrant, Galectin Therapeutics Inc., a Nevada corporation (the “Company”), pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference in this registration statement:

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed on March 15, 2011;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed on May 13, 2011, and for the quarter ended June 30, 2011 filed on August 12, 2011;
- Our Current Reports on Form 8-K filed on April 6, April 28, June 2, June 15 and July 5, 2011; and
- The description of our common stock contained in our Registration Statement on Form 8-A filed with the SEC on September 9, 2003, including any amendments or reports filed for the purpose of updating that description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all shares offered hereby have been sold or which deregisters all shares then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents. Any statement contained in a previously filed document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

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You may request, orally or in writing, a copy of these documents, which will be provided to you at no cost, by contacting us at:

Galectin Therapeutics Inc.
7 Wells Avenue
Newton, Massachusetts 02459
Attention: Chief Financial Officer
Tel.: (617) 559-0033

The incorporated reports may also be accessed at our website, www.galectintherapeutics.com. Point to “Investor Relations” and then click on “SEC Filings.”

WHERE YOU CAN FIND MORE INFORMATION

We are a reporting company and file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file with the SEC at the Public Reference Room (Room 1580), 100 F Street, N.E., Washington, D.C. 20549. You may also obtain information on the operations of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains a website (www.sec.gov) that contains the reports, proxy and information statements, and other information that we file electronically with the SEC.

This prospectus is part of a registration statement that we filed with the SEC. The registration statement contains more information than this prospectus regarding us and the securities, including exhibits and schedules. You can obtain a copy of the registration statement from the SEC at the above address or from the SEC’s Internet site.

Our internet address is www.galectintherapeutics.com. We have not incorporated by reference into this prospectus the information on our website, and you should not consider it to be a part of this document. Our web address is included in this document as an inactive textual reference only.

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Exhibit No.

- 4.1 Common Stock Purchase Warrant, dated August 3, 2010, issued to Peter Traber (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed on August 13, 2010)
- 4.2 Non-Qualified Stock Option Agreement for Peter Traber, dated March 7, 2011 (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on March 9, 2011)
- 4.3 Non-Qualified Stock Option Agreement for Peter G. Traber, M.D., effective May 26, 2011
- 4.4 Non-Qualified Stock Option Agreement for James C. Czirr, effective June 28, 2011
- 5.1 Opinion of McCarter & English, LLP (including the consent of such firm) regarding the legality of the securities being offered.
- 23.1 Consent of McGladrey & Pullen, LLP, an independent registered public accounting firm.
- 23.2 Consent of Caturano & Company, Inc., an independent registered public accounting firm.
- 23.3 Consent of McCarter & English, LLP (included as part of Exhibit 5.1 hereto).
- 24.1 Powers of Attorney (included on the signature page to this registration statement).

NON-QUALIFIED STOCK OPTION AGREEMENT FOR PETER G. TRABER, M.D., EFFECTIVE MAY 26, 2011

GALECTIN THERAPEUTICS INC.
NON-QUALIFIED STOCK OPTION AGREEMENT
FOR
PETER G. TRABER, M.D.

1. **Grant of Option.** Galectin Therapeutics Inc., a Nevada corporation (the "Company"), hereby grants, as of May 26, 2011 (the "Grant," and such date, the "Grant Date"), to Peter G. Traber, M.D. (the "Optionee") an option (the "Option") to purchase up to 500,000 shares of the Company's common stock, \$0.001 par value per share (the "Shares"), at an exercise price per share equal to \$1.26 (the "Exercise Price"). The Option shall be subject to the terms and conditions set forth herein. The Optionee hereby agrees to be bound by all of the terms and conditions hereof and all applicable laws and regulations.
2. **Status of Shares.** The Optionee hereby acknowledges that upon exercise of this Option the Shares shall constitute "restricted securities" within the meaning of Rule 144 under the Securities Act of 1933 (the "Act") and may not be offered and sold unless registered under the Act or pursuant to an applicable exemption from the registration requirements of the Act and applicable state law.
3. **Exercise Schedule.** Except as otherwise provided in Sections 6 of this Agreement, the Option is fully exercisable on the Grant Date. The Option may be exercised by the Optionee, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein.
4. **Method of Exercise.** This Option shall be exercisable in whole or in part by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be reasonably required by the Company. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the Exercise Price and (b) arrangements that are satisfactory to the Committee (defined below) in its sole discretion have been made for Optionee's payment to the Company of the amount, if any, that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares shall be issued pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.
5. **Method of Payment.** Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) to the extent permitted by the Committee, with Shares owned by the Optionee, or the withholding of Shares that otherwise would be delivered to the Optionee as a result of the exercise of the Option or (d) pursuant to a "cashless exercise" procedure, by delivery

of a properly executed exercise notice together with such other documentation, and subject to such guidelines, as the Committee shall require to effect an exercise of the Option and delivery to the Company by a licensed broker acceptable to the Company of proceeds from the sale of Shares, or (e) such other consideration or in such other manner as may be determined by the Committee in its absolute discretion. The foregoing notwithstanding, this Option may, at the Executive's option in his sole discretion, be exercised by means of a "cashless exercise" in which the Executive shall be entitled to receive a certificate for the number of shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the average of the high and low trading prices per share of Common Stock on the Trading Day preceding the date of such election;

(B) = the Exercise Price of the Option; and

(X) = the number of shares issuable upon exercise of the Option in accordance with the terms of this Option.

6. Termination of Option.

(a) **General.** Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:

(i) unless the Committee determines in writing in its sole discretion, nine months after the date the Optionee's employment terminates that is other than (A) by the Company "For Cause" or "Without Cause," as defined in the Employment Agreement between the Company and the Optionee dated May 26, 2011 (the "Employment Agreement"); (B) by the Optionee for "Good Reason" or following a "Change in Control," as defined in the Employment Agreement; or (C) the death of the Optionee;

(ii) immediately upon termination of the Optionee's employment For Cause;

(iii) twelve months after the date on which the Optionee's employment is terminated (A) by the Company Without Cause, (B) by the Optionee for Good Reason, (C) by the Optionee in connection with a Change of Control, or (D) by reason of disability as determined by a medical doctor satisfactory to the Committee; or

(iv) the tenth anniversary of the Grant Date.

(b) **Cancellation.** To the extent not previously exercised, (i) the Option shall terminate immediately in the event of (A) the liquidation or dissolution of the Company, or (B) any reorganization, merger, consolidation or other form of corporate transaction in which the Company does not survive or the Shares are exchanged for or converted into securities issued by another entity, or an affiliate of such successor or acquiring entity, unless the successor or acquiring entity, or an affiliate thereof, assumes the Option or substitutes an equivalent option or right, and (ii) the Committee in its sole discretion may by written notice ("cancellation notice") cancel, effective upon the consummation of any transaction that constitutes a Change in Control (defined below), the Option (or portion thereof) that remains unexercised on such date. The Committee shall give written notice of any proposed transaction referred to in this Section 6(b) a reasonable period of time prior to the closing date for such transaction (which notice may be given either before or after approval of such transaction), in order that the Optionee may have a reasonable period of time prior to the closing date of such

transaction within which to exercise the Option if and to the extent that it then is exercisable (including any portion of the Option that may become exercisable upon the closing date of such transaction). The Optionee may condition his exercise of the Option upon the consummation of a transaction referred to in this Section 6(b).

7. Transferability. Unless otherwise determined by the Committee, the Option granted hereby is not transferable otherwise than by will or under the applicable laws of descent and distribution, and during the lifetime of the Optionee the Option shall be exercisable only by the Optionee, or the Optionee's guardian or legal representative. In addition, the Option shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the Option shall not be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, negotiate, pledge or hypothecate the Option, or in the event of any levy upon the Option by reason of any execution, attachment or similar process contrary to the provisions hereof, the Option shall immediately become null and void. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

8. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any Shares purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date on which the Shares are issued.

9. No Right to Continued Employment. Neither the Option nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company.

10. Law Governing. This Agreement shall be governed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts.

11. Administration; Interpretation. The Option shall be administered by the Board or a committee designated by the Board (the "Committee") to administer stock option or equity incentive plans adopted by the Company from time to time. The Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement, unless shown to have been made in an arbitrary and capricious manner.

12. Notices. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 7 Wells Avenue, Newton, Massachusetts 02459 Attn: Chief Financial Officer or Chief Operating Officer, or if the Company should move its principal office, to such principal office, and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

13. Section 409A.

(a) It is intended that the Option awarded pursuant to this Agreement be exempt from Section 409A of the Code ("Section 409A") because it is believed that (i) the Exercise Price may never be less than the fair market value of a Share on the Grant Date and the number of shares subject to the Option is fixed on the original Grant Date, (ii) the transfer or exercise of the Option is subject to taxation under Section 83 of the Code and Treas. Reg. 1.83-7, and (iii) the Option does not include any feature for the deferral of compensation other

than the deferral of recognition of income until the exercise of the Option. The provisions of this Agreement shall be interpreted in a manner consistent with this intention, and the provisions of this Agreement may not be amended, adjusted, assumed or substituted for, converted or otherwise modified without the Optionee's prior written consent if and to the extent that the Company believes or reasonably should believe that such amendment, adjustment, assumption or substitution, conversion or modification would cause the award to violate the requirements of Section 409A. In the event that either the Company or the Optionee believes, at any time, that any benefit or right under this Agreement is subject to Section 409A, then the Committee may (acting alone and without any required consent of the Optionee) amend this Agreement in such manner as the Committee deems necessary or appropriate to be exempt from or otherwise comply with the requirements of Section 409A (including without limitation, amending the Agreement to increase the Exercise Price to such amount as may be required in order for the Option to be exempt from Section 409A).

(b) Notwithstanding the foregoing, the Company does not make any representation to the Optionee that the Option awarded pursuant to this Agreement is exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless the Optionee or any Beneficiary for any tax, additional tax, interest or penalties that the Optionee or any Beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto, that either is consented to by the Optionee or that the Company reasonably believes should not result in a violation of Section 409A, is deemed to violate any of the requirements of Section 409A.

IN WITNESS WHEREOF, the undersigned have executed this Agreement intending it to be effective as of the 26th day of May, 2011.

COMPANY:

**GALECTIN THERAPEUTICS INC.,
a Nevada corporation**

By: /s/ Anthony D. Squeglia

Name: Anthony D. Squeglia

Title: Chief Financial Officer

The Optionee represents that he or she has reviewed the provisions this Agreement, is familiar with and understands its terms and provisions, and hereby accepts this Option subject to all of the terms and provisions of the Agreement. The Optionee further represents that he or she has had an opportunity to obtain the advice of counsel prior to executing this Agreement.

Effective Date: May 26, 2011

OPTIONEE:

By: /s/ Peter G. Traber, M.D.

Peter G. Traber, M.D.

NON-QUALIFIED STOCK OPTION AGREEMENT FOR JAMES C. CZIRR, EFFECTIVE JUNE 28, 2011

GALECTIN THERAPEUTICS INC.
NON-QUALIFIED STOCK OPTION AGREEMENT
FOR
JAMES C. CZIRR

14. **Grant of Option.** Galectin Therapeutics Inc., a Nevada corporation (the "Company"), hereby grants, as of June 28, 2011 (the "Grant," and such date, the "Grant Date"), to James C. Czirr (the "Optionee") an option (the "Option") to purchase up to 3,000,000 shares of the Company's common stock, \$0.001 par value per share (the "Shares"), at an exercise price per share equal to \$1.17 (the "Exercise Price"). The Option shall be subject to the terms and conditions set forth herein. The Optionee hereby agrees to be bound by all of the terms and conditions hereof and all applicable laws and regulations.

15. **Status of Shares.** The Optionee hereby acknowledges that upon exercise of this Option the Shares shall constitute "restricted securities" within the meaning of Rule 144 under the Securities Act of 1933 (the "Act") and may not be offered and sold unless registered under the Act or pursuant to an applicable exemption from the registration requirements of the Act and applicable state law.

16. **Exercise Schedule.** Except as otherwise provided in Sections 6 or 9 of this Agreement, the Option is exercisable in installments or as of certain milestones as provided below, which shall be cumulative. To the extent that the Option has become exercisable with respect to a number of Shares as provided below, the Option may thereafter be exercised by the Optionee, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein. The following table indicates each date (the "Vesting Date") upon which the Optionee shall be entitled to exercise the Option with respect to the number of Shares granted as indicated beside the date, provided that the Continuous Service (defined below) of the Optionee continues through and on the applicable Vesting Date:

<u>Number of Shares</u>	<u>Vesting Date</u>
0	Grant Date
additional 150,000	The 28th day of September, December, March and June, from September 28, 2011 until the Grant is fully vested (20 equal installments)

Except as otherwise specifically provided herein, there shall be no proportionate or partial vesting in the periods prior to each Vesting Date, and all vesting shall occur only on the appropriate Vesting Date. Upon the termination of the Optionee's continuous service ("Continuous Service") as Executive Chairman of the Company or any subsidiary or other related entity, or such other office as the as the Board of Directors (the "Board"), may approve any unvested portion of the Option shall terminate and be null and void.

17. **Method of Exercise.** The vested portion of this Option shall be exercisable in whole or in part in accordance with the exercise schedule set forth in Section 3 hereof by written notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such Shares as may be reasonably required by the Company. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised after both (a) receipt by the Company of such written notice accompanied by the Exercise Price and (b) arrangements that are satisfactory to the Committee (defined below) in its sole discretion have been made for Optionee's payment to the Company of the amount, if any, that is necessary to be withheld in accordance with applicable Federal or state withholding requirements. No Shares shall be issued pursuant to the Option unless and until such issuance and such exercise shall comply with all relevant provisions of applicable law, including the requirements of any stock exchange upon which the Shares then may be traded.

18. **Method of Payment.** Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee: (a) cash; (b) check; or (c) to the extent permitted by the Committee, with Shares owned by the Optionee, or the withholding of Shares that otherwise would be delivered to the Optionee as a result of the exercise of the Option or (d) pursuant to a "cashless exercise" procedure, by delivery of a properly executed exercise notice together with such other documentation, and subject to such guidelines, as the Committee shall require to effect an exercise of the Option and delivery to the Company by a licensed broker acceptable to the Company of proceeds from the sale of Shares, or (e) such other consideration or in such other manner as may be determined by the Committee in its absolute discretion.

19. **Termination of Option.**

(a) **General.** Any unexercised portion of the Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:

(i) unless the Committee determines in writing in its sole discretion, nine months after the date the Optionee's employment terminates that is other than (A) by the Company "For Cause" or "Without Cause," as defined in the Employment Agreement between the Company and the Optionee dated June 28, 2011 (the "Employment Agreement"); (B) by the Optionee for "Good Reason" or following a "Change in Control," as defined in the Employment Agreement; or (C) the death of the Optionee;

(ii) immediately upon termination of the Optionee's employment For Cause;

(iii) twelve months after the date on which the Optionee's employment is terminated (A) by the Company Without Cause, (B) by the Optionee for Good Reason, (C) by the Optionee in connection with a Change of Control, or (D) by reason of disability as determined by a medical doctor satisfactory to the Committee; or

(iv) the tenth anniversary of the Grant Date.

(b) **Cancellation.** To the extent not previously exercised, (i) the Option shall terminate immediately in the event of (A) the liquidation or dissolution of the Company, or (B) any reorganization, merger, consolidation or other form of corporate transaction in which the Company does not survive or the Shares are exchanged for or converted into securities issued by another entity, or an affiliate of such successor or acquiring

entity, unless the successor or acquiring entity, or an affiliate thereof, assumes the Option or substitutes an equivalent option or right, and (ii) the Committee in its sole discretion may by written notice (“cancellation notice”) cancel, effective upon the consummation of any transaction that constitutes a Change in Control (defined below), the Option (or portion thereof) that remains unexercised on such date. The Committee shall give written notice of any proposed transaction referred to in this Section 6(b) a reasonable period of time prior to the closing date for such transaction (which notice may be given either before or after approval of such transaction), in order that the Optionee may have a reasonable period of time prior to the closing date of such transaction within which to exercise the Option if and to the extent that it then is exercisable (including any portion of the Option that may become exercisable upon the closing date of such transaction). The Optionee may condition his exercise of the Option upon the consummation of a transaction referred to in this Section 6(b).

20. Transferability. Unless otherwise determined by the Committee, the Option granted hereby is not transferable otherwise than by will or under the applicable laws of descent and distribution, and during the lifetime of the Optionee the Option shall be exercisable only by the Optionee, or the Optionee’s guardian or legal representative. In addition, the Option shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the Option shall not be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, negotiate, pledge or hypothecate the Option, or in the event of any levy upon the Option by reason of any execution, attachment or similar process contrary to the provisions hereof, the Option shall immediately become null and void. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

21. No Rights of Stockholders. Neither the Optionee nor any personal representative (or beneficiary) shall be, or shall have any of the rights and privileges of, a stockholder of the Company with respect to any Shares purchasable or issuable upon the exercise of the Option, in whole or in part, prior to the date on which the Shares are issued.

22. Acceleration of Exercisability of Option.

(a) **Acceleration Upon Certain Terminations or Cancellations of Option.** This Option shall become immediately fully exercisable in the event that, prior to the termination of the Option pursuant to Section 6(a) hereof, (i) the Option is terminated pursuant to Section 6(b)(i) hereof, or (ii) the Company exercises its discretion to provide a cancellation notice with respect to the Option pursuant to Section 6(b)(ii) hereof.

(b) **Acceleration Upon Change in Control.** This Option shall become immediately exercisable as to all options scheduled to vest through the end of the Initial Term or the Successive Term, as applicable, in the event that, during the Initial Term or any Successive Term and prior to the termination of the Option pursuant to Section 6 hereof, and during the Optionee’s Continuous Service, the Optionee terminates his employment for any reason by not less than 60 days prior written notice at any time within twelve months following a “Change of Control” or “Change in Control”, as defined in any employment agreement to which the Company and the Optionee are then parties (the “Employment Agreement”).

(b) **Acceleration Upon Termination Without Cause or for Good Reason.** This Option shall become immediately exercisable as to all options scheduled to vest through the end of the Initial Term or the Successive Term, as applicable, in the event that, during the Initial Term or any Successive Term and prior to the termination of the Option pursuant to Section 6 hereof, the Company terminates the Optionee’s employment “Without Cause”, as defined in the Employment Agreement, or the Optionee terminates his employment for “Good Reason,” as defined in the Employment Agreement.

23. **No Right to Continued Employment.** Neither the Option nor this Agreement shall confer upon the Optionee any right to continued employment or service with the Company.

24. **Law Governing.** This Agreement shall be governed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts.

25. **Administration; Interpretation.** The Option shall be administered by the Board or a committee designated by the Board (the "Committee") to administer stock option or equity incentive plans adopted by the Company from time to time. The Optionee hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement, unless shown to have been made in an arbitrary and capricious manner.

26. **Notices.** Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 7 Wells Avenue, Newton, Massachusetts 02459 Attn: Chief Financial Officer or Chief Operating Officer, or if the Company should move its principal office, to such principal office, and, in the case of the Optionee, to the Optionee's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

27. **Section 409A.**

(a) It is intended that the Option awarded pursuant to this Agreement be exempt from Section 409A of the Code ("Section 409A") because it is believed that (i) the Exercise Price may never be less than the fair market value of a Share on the Grant Date and the number of shares subject to the Option is fixed on the original Grant Date, (ii) the transfer or exercise of the Option is subject to taxation under Section 83 of the Code and Treas. Reg. 1.83-7, and (iii) the Option does not include any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Option. The provisions of this Agreement shall be interpreted in a manner consistent with this intention, and the provisions of this Agreement may not be amended, adjusted, assumed or substituted for, converted or otherwise modified without the Optionee's prior written consent if and to the extent that the Company believes or reasonably should believe that such amendment, adjustment, assumption or substitution, conversion or modification would cause the award to violate the requirements of Section 409A. In the event that either the Company or the Optionee believes, at any time, that any benefit or right under this Agreement is subject to Section 409A, then the Committee may (acting alone and without any required consent of the Optionee) amend this Agreement in such manner as the Committee deems necessary or appropriate to be exempt from or otherwise comply with the requirements of Section 409A (including without limitation, amending the Agreement to increase the Exercise Price to such amount as may be required in order for the Option to be exempt from Section 409A).

(b) Notwithstanding the foregoing, the Company does not make any representation to the Optionee that the Option awarded pursuant to this Agreement is exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless the Optionee or any Beneficiary for any tax, additional tax, interest or penalties that the Optionee or any Beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto, that either is consented to by the Optionee or that the Company reasonably believes should not result in a violation of Section 409A, is deemed to violate any of the requirements of Section 409A.

IN WITNESS WHEREOF, the undersigned have executed this Agreement intending it to be effective as of the 28th day of June, 2011.

COMPANY:

**GALECTIN THERAPEUTICS INC.,
a Nevada corporation**

By: /s/ Anthony D. Squeglia

Name: Anthony D. Squeglia

Title: Chief Financial Officer

The Optionee represents that he or she has reviewed the provisions this Agreement, is familiar with and understands its terms and provisions, and hereby accepts this Option subject to all of the terms and provisions of the Agreement. The Optionee further represents that he or she has had an opportunity to obtain the advice of counsel prior to executing this Agreement.

Effective Date: June 28, 2011

OPTIONEE:

By: /s/ James C. Czirr

James C. Czirr

McCarter & English, LLP

August 15, 2011

Galectin Therapeutics Inc.
7 Wells Avenue
Newton, Massachusetts 02459

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Galectin Therapeutics Inc., a Nevada corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement") filed by the Company, on the date hereof, under the Securities Act of 1933 for the purpose of registering 9,100,000 shares of its common stock, par value \$.001 per share (the "Shares"), that may hereafter be issued pursuant to: (1) a warrant granted to Peter G. Traber, M.D., dated August 3, 2010 (the "Warrant"); (2) an option grant to Peter G. Traber, M.D. made pursuant to a Non-Qualified Stock Option Agreement, dated March 7, 2011 (the "March Grant Agreement"); (3) an option grant to Peter G. Traber, M.D. made pursuant to a Non-Qualified Stock Option Agreement, effective May 26, 2011 (the "May Grant"); and (4) an option grant to James C. Czirr made pursuant to a Non-Qualified Stock Option Agreement, effective June 28, 2011 (the "June Grant" and, collectively with the Warrant, the March Grant and the May Grant, the "Plans").

On the basis of such investigation as we have deemed necessary, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plans, the Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an Exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the Rules and Regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ McCarter & English, LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Galectin Therapeutics, Inc. (formerly Pro-Pharmaceuticals, Inc.) of our report dated March 15, 2011, relating to our audit of the consolidated financial statements for the year ended December 31, 2010 and the period from inception (July 10, 2000) to December 31, 2010, which appear in the Annual Report on Form 10-K of Galectin Therapeutics, Inc. (formerly Pro-Pharmaceuticals, Inc.) for the year ended December 31, 2010.

/s/ McGladrey & Pullen, LLP

Boston, Massachusetts
August 15, 2011

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

As independent registered public accountants, we hereby consent to the incorporation by reference of the report of Caturano and Company, P.C. (whose name has since been changed to Caturano and Company, Inc.), dated March 12, 2010 relating to the consolidated financial statements for Pro-Pharmaceuticals, Inc. (whose name has since been changed to Galectin Therapeutics, Inc.) as of and for the year ended December 31, 2009, and for the period from inception (July 10, 2000) to December 31, 2009 (which report expresses an unqualified opinion and includes explanatory paragraphs relating to the substantial doubt about the Company's ability to continue as a going concern and the change in the manner in which the Company accounts for certain warrants) in this registration statement on Form S-8.

/s/ Caturano and Company, Inc. (Formerly Caturano and Company, P.C.)

Boston, Massachusetts

August 15, 2011