
**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): June 15, 2016

GALECTIN THERAPEUTICS INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-31791
(Commission
File Number)

04-3562325
(IRS Employer
Identification No.)

**4960 PEACHTREE INDUSTRIAL BOULEVARD, Ste 240
NORCROSS, GA 30071**
(Address of principal executive office) (zip code)

Registrant's telephone number, including area code: (678) 620-3186

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On June 15, 2016, Galectin Therapeutics Inc. (the “Company”) entered into Retention Bonus Letter Agreements (the “Agreements”) with certain of its employees, including Jack W. Callicutt, the Company’s Chief Financial Officer, and Harold H. Shlevin, Ph.D., the Company’s Chief Operating Officer.

The Agreements provide that the Company will pay (i) Mr. Callicutt \$50,000 if he is still employed by the Company on March 1, 2017 or if he is terminated without “Cause” or resigns for “Good Reason” prior to March 1, 2017, and (ii) Dr. Shlevin \$40,000 if he is still employed by the Company on March 1, 2017 or if he is terminated without “Cause” or resigns for “Good Reason” prior to March 1, 2017.

The foregoing description of the Agreements is qualified in its entirety by reference to the full and complete text of the Agreements, forms of which is attached hereto as Exhibits 10.1 and 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Jack W. Callicutt Retention Bonus Letter Agreement
10.2	Harold H. Shlevin, Ph.D. Retention Bonus Letter Agreement

SIGNATURES

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

Galectin Therapeutics Inc.

Date: June 20, 2016

By: /s/ Jack W. Callicutt
Jack W. Callicutt
Chief Financial Officer

June 15, 2016

Jack Callicutt
CFO, Galectin Therapeutics

Dear Jack,

The future of the Galectin Therapeutics, Inc. and the investment of its shareholders are dependent upon the successful completion of the company's ongoing clinical trials over the next few months. We are proud of the talented management team that we have assembled, and the Company has determined that it is in its best interest to assure that the team remains in place and working on the important matters before us at least through March 1, 2017.

To this end, this letter, if accepted below by you, confirms the agreement of Galectin Therapeutics, Inc. to pay you a retention bonus of \$50,000 on March 1, 2017 provided that you remain an employee of the company on that date. The bonus will also be paid if in advance of that date, your employment is terminated by the company without "Cause" or if you terminate your employment for "Good Reason", as those terms are defined on Exhibit A attached. The bonus payment will be subject to normal payroll taxes and withholdings.

Thank you for your continued service to Galectin Therapeutics, and I appreciate your commitment to the important work in which we are engaged.

All the best,

/s/ Peter G. Traber, MD

Peter G. Traber, MD
CEO, Galectin Therapeutics

I agree to the terms of this retention bonus:

/s/ Jack Callicutt

EXHIBIT A

(A) For purposes of this letter the term "Cause" means you:

- (i) Fail or refuse in any material respect to perform any duties, consistent with your current position or those of an executive character that may reasonably be assigned to you by the Chief Executive Officer of the Company, or materially violate company policy or procedure;
- (ii) Are grossly negligent in the performance of your duties;
- (iii) Commit any act of fraud, willful misappropriation of funds, embezzlement or material dishonesty with respect to the Company;
- (iv) Are convicted of a felony or other criminal violation, which, in the reasonable judgment of the Company, could materially impair the Company from substantially meeting its business objectives;
- (v) Engage in any other intentional misconduct adversely affecting the business or affairs of the Company in a material manner; provided that for this purpose the phrase "intentional misconduct adversely affecting the business or affairs of the Company" shall mean such misconduct that is detrimental to the business or the reputation of the Company as it is perceived both by the general public and the biotechnology industry.

(B) For purposes of this letter, the term "Good Reason" means the occurrence of any of the following without your consent:

- (i) Any involuntary removal of you from your present office of the Company without you being appointed to a comparable or higher position in the Company;
- (ii) Any reduction in your base salary or bonus potential;
- (iii) The relocation of your principal place of employment more than fifty (50) miles from its location on the date hereof; or
- (iv) The Company ceases to operate.

June 15, 2016

Harold Shlevin, Ph.D.
COO, Galectin Therapeutics

Dear Harold,

The future of the Galectin Therapeutics, Inc. and the investment of its shareholders are dependent upon the successful completion of the company's ongoing clinical trials over the next few months. We are proud of the talented management team that we have assembled, and the Company has determined that it is in its best interest to assure that the team remains in place and working on the important matters before us at least through March 1, 2017.

To this end, this letter, if accepted below by you, confirms the agreement of Galectin Therapeutics, Inc. to pay you a retention bonus of \$40,000 on March 1, 2017 provided that you remain an employee of the company on that date. The bonus will also be paid if in advance of that date, your employment is terminated by the company without "Cause" or if you terminate your employment for "Good Reason", as those terms are defined on Exhibit A attached. The bonus payment will be subject to normal payroll taxes and withholdings.

Thank you for your continued service to Galectin Therapeutics, and I appreciate your commitment to the important work in which we are engaged.

All the best,

/s/ Peter G. Traber, MD

Peter G. Traber, MD
CEO, Galectin Therapeutics

I agree to the terms of this retention bonus:

/s/ Harold Shlevin, Ph.D

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- (iii) Commit any act of fraud, willful misappropriation of funds, embezzlement or material dishonesty with respect to the Company;
- (iv) Are convicted of a felony or other criminal violation, which, in the reasonable judgment of the Company, could materially impair the Company from substantially meeting its business objectives;
- (v) Engage in any other intentional misconduct adversely affecting the business or affairs of the Company in a material manner; provided that for this purpose the phrase “intentional misconduct adversely affecting the business or affairs of the Company” shall mean such misconduct that is detrimental to the business or the reputation of the Company as it is perceived both by the general public and the biotechnology industry.

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- (iv) The Company ceases to operate.