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

FORM 8-K/A

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

Date of Report (Date of earliest event reported): December 20, 2018

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))

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 check mark 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.

Explanatory Note

On December 20, 2018, Galectin Therapeutics Inc. filed a Current Report on Form 8-K (the “Original Report”) to report the amendment of a Line of Credit Agreement, but did not include the information required by Items 1.01 or 2.03. This Form 8-K/A amends and restates in its entirety the Original Report.

Item 1.01. Entry into a Material Definitive Agreement.

On December 20, 2018, Galectin Therapeutics, Inc. (the “Company”) and Richard E. Uihlein entered into a First Amendment to Line of Credit Agreement (the “Credit Agreement Amendment”), amendment the Line of Credit Agreement, dated December 19, 2017 (the “Line of Credit Agreement”), to extend the availability of the line of credit contemplated by the Line of Credit Agreement through December 31, 2019, and the maturity date to December 31, 2020. In connection with the Credit Agreement Amendment, on December 20, 2018, the Company and Mr. Uihlein entered into an amendment (the “Warrant Amendment”) to the Common Stock Purchase Warrant that was originally issued to Mr. Uihlein on December 19, 2017 (the “Warrant”), exercisable for one million shares of the Company’s common stock at \$5.00 per share to make certain technical corrections and to extend the vesting of the Warrant until December 31, 2019.

The foregoing descriptions of the Credit Agreement Amendment and the Warrant Amendment are not complete and are qualified in its entirety by reference to the Credit Agreement Amendment and Warrant Amendment, copies of which are filed as Exhibit 10.1 and Exhibit 4.1, respectively, to this Report and are incorporated herein by reference. The Line of Credit Agreement and Warrant were filed as exhibits to the Company’s Current Report on 8-K, filed on December 19, 2017.

Item 2.03. Creation of a Direct Financial Obligation.

The information contained above under Item 1.01 is incorporated by reference herein.

Item 8.01. Other Events.

On December 20, 2018, the Company issued the press release attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is filed with this Report:

<u>Exhibit No.</u>	<u>Description</u>
4.1	First Amendment to Common Stock Purchase Warrant, dated December 20, 2018, by and between Richard E. Uihlein and the Company.
10.1	First Amendment to Line of Credit Agreement, dated as of December 20, 2018, by and between Richard E. Uihlein and the Company.
99.1	Press release*

* Previously filed and incorporated by reference to the Company’s Current Report on Form 8-K filed with the Commission on December 20, 2018.

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.

Date: January 3, 2019

Galectin Therapeutics Inc.

By: /s/ Jack W. Callicutt

Jack W. Callicutt
Chief Financial Officer

FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT (this "First Amendment"), dated as of December 20, 2018 (the "Amendment Date"), is entered into by and between Richard E. Uihlein, an individual resident of the State of Illinois (hereinafter the "Holder"), and Galectin Therapeutics, Inc., a Nevada corporation (hereinafter the "Company"). The Holder and the Company shall each be referred to herein individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Company issued that certain Common Stock Purchase Warrant to the Holder on December 19, 2017 (the "Warrant"); and

WHEREAS, the Parties wish to amend the Warrant in accordance with the terms of Section 10.2 thereof to reflect certain changes as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Preamble to the Warrant. The preamble to the Warrant is hereby amended by deleting the phrase ". . .dated as of December , 2017 . . ." and inserting the following in lieu thereof: ". . .dated as of December 19, 2017 . . ."
2. Amendment to Definition of "Issue Date". Section 1 of the Warrant (Definitions) is hereby amended by deleting the definition of "Issue Date" in its entirety and inserting the following in lieu thereof: "'Issue Date" means December 19, 2017."
3. Amendment to Section 2.1 of the Warrant. Section 2.1 of the Warrant (Vesting) is hereby amended by deleting all references to "December 31, 2018" contained therein and inserting the following in lieu thereof: "December 31, 2019".
4. Miscellaneous. Except as amended by this First Amendment, the Warrant remains in full force and effect in accordance with its terms. This First Amendment shall be governed by and interpreted in accordance with the laws of the State of Nevada. If any provision of this First Amendment or part thereof is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This First Amendment may only be amended in the same manner as the Warrant. Capitalized terms used herein without specific definition have the respective meanings given to them in the Warrant. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original; provided, however, that such counterparts shall together constitute only one instrument. A signed copy of this First Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties have duly authorized and executed this First Amendment as of the Amendment Date.

By: /s/ Richard E. Uihlein
Richard E. Uihlein

GALECTIN THERAPEUTICS, INC.

By: /s/ Harold H. Shlevin
Name: Harold H. Shlevin
Title: Chief Executive Officer

FIRST AMENDMENT TO LINE OF CREDIT LETTER AGREEMENT

THIS FIRST AMENDMENT TO LINE OF CREDIT LETTER AGREEMENT (this "First Amendment"), dated as of December 20, 2018 (the "Amendment Date"), is entered into by and between Richard E. Uihlein, an individual resident of the State of Illinois ("Uihlein"), and Galectin Therapeutics, Inc., a Nevada corporation (the "Company"). Uihlein and the Company shall each be referred to herein individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Line of Credit Letter Agreement, dated as of December 19, 2017 (the "Line of Credit"); and

WHEREAS, the Parties wish to amend the Line of Credit to reflect certain changes as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Second Paragraph of the Line of Credit. The second paragraph of the Line of Credit is hereby amended by:

(a) deleting the words "... may be drawn upon through December 31, 2018..." and inserting the following in lieu thereof: "... may be drawn upon through December 31, 2019..."; and

(b) deleting the words "... payable on or before December 31, 2019..." and inserting the following in lieu thereof: "... payable on or before December 31, 2020...".

2. Amendment to Exhibit A of the Line of Credit. Exhibit A of the Line of Credit is hereby deleted in its entirety and replaced by Exhibit A attached hereto.

3. Miscellaneous. Except as amended by this First Amendment, the Line of Credit remains in full force and effect in accordance with its terms. This First Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding its choice of law rules. If any provision of this First Amendment or part thereof is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This First Amendment may only be amended in the same manner as the Line of Credit. Capitalized terms used herein without specific definition have the respective meanings given to them in the Line of Credit. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original; provided, however, that such counterparts shall together constitute only one instrument. A signed copy of this First Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties have duly authorized and executed this First Amendment as of the Amendment Date.

By: /s/ Richard E. Uihlein
Richard E. Uihlein

GALECTIN THERAPEUTICS, INC.

By: /s/ Harold H. Shlevin
Name: Harold H. Shlevin
Title: Chief Executive Officer

EXHIBIT A
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$ _____

Atlanta, Georgia
Dated as of _____

FOR VALUE RECEIVED, the undersigned, GALECTIN THERAPEUTICS, INC., a Nevada corporation (the "Company"), hereby unconditionally promises to pay to the order of [Richard E. Uihlein, an individual resident of the State of Illinois] ("Lender"), whose office address is [12575 Uline Drive, Pleasant Prairie, WI 53158], on December 31, 2020 in lawful money of the United States of America and in immediately available funds, the principal amount of (a) _____ DOLLARS (\$_____). The Company further agrees to pay interest in like money at an annual rate of ____% [the Applicable Federal Rate for short term loans as may be in effect on the date of the Promissory Note as published by the Internal Revenue Service.] on the unpaid principal amount hereof from time to time outstanding, which shall accrue commencing on the date hereof and continuing until paid in full on December 31, 2020 or sooner prepaid.

This Promissory Note is made pursuant to that certain Line of Credit Letter Agreement, dated as of December 19, 2017, as amended, by and between Richard Uihlein and the Company, and the Company and the Lender are entitled to the benefits and obligations thereof. The Company may prepay any amounts due under this Promissory Note in whole or in part in its sole discretion without any premium or penalty.

The Company, for itself and all other persons who now are or who may become liable for the payment of all or any part of the obligations evidenced by this Promissory Note, jointly, severally and irrevocably, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and any and all other notices and demands whatsoever. The Company shall pay all costs and expenses of collection, including, without limitation, reasonable attorneys' fees except to the extent limited or prohibited by law.

No act, omission, or other failure on the part of Lender or any holder of this Promissory Note to exercise any right, remedy or recourse hereunder with respect to the Company, whether before or after the occurrence of a default, shall constitute waiver or release of any such right, remedy, recourse, default by such holder or on behalf of any other holder; such waiver or release to be effected only through a written document executed by Lender or such holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

This Promissory Note shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia.

By: _____

Name: Harold H. Shlevin

Title: Chief Executive Officer