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**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): February 1, 2023

**Aravive, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware  
(State or other jurisdiction  
of incorporation)**

**001-36361  
(Commission  
File Number)**

**26-4106690  
(IRS Employer  
Identification No.)**

**River Oaks Tower  
3730 Kirby Drive, Suite 1200  
Houston, Texas 77098  
(Address of principal executive offices)**

**(936) 355-1910  
(Registrant's telephone number, including area code)**

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))

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 \$0.0001 per share	ARAV	Nasdaq Global Select Market

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.

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

Effective February 1, 2023, Aravive, Inc. (the “Company”) entered into (i) an amendment (the “McIntyre Amendment”), to the Offer Letter that it had entered into with Gail McIntyre, Ph.D., the Company’s Chief Executive Officer, on March 26, 2020, as amended on April 8, 2020 and January 25, 2021 to increase her annual base salary of \$560,000; (ii) an amendment (the “Howard Amendment”), to the Offer Letter that it had entered into with Rudy Howard, the Company’s Chief Financial Officer, on June 2, 2022 to increase his annual base salary of \$412,775; (iii) an amendment to the Offer Letter (the “Geller Offer Letter”) that it had entered into with Robert Geller, M.D., the Company’s Chief Medical Officer, on June 13, 2022 to increase his annual base salary of \$450,000; and (iv) an amendment to the Offer Letter that it had entered into with Leonard Scott Dove, Ph.D. the Company’s Chief Operating Officer, on February 20, 2022 to increase his annual base salary of \$405,000.

On February 1, 2023, each of Dr. McIntyre, Mr. Howard, Dr. Geller and Dr. Dove were also granted a cash bonus equal to 105% of their target bonus amount for the Company’s 2022 fiscal year and options to purchase 700,000, 400,000, 400,000 and 400,000 shares of the Company’s common stock, respectively at an exercise price of \$1.67 per share and vesting over a three-year period with 50% vesting on the one-year anniversary of the date of grant and the remaining 50% vesting on a pro rata basis on a monthly basis over a two-year period commencing on the month following the one- year anniversary of the grant date.

The foregoing descriptions of the McIntyre Amendment, Howard Amendment, Geller Amendment and Dove Amendment do not purport to be complete and are qualified in their entirety by reference to copy of the McIntyre Amendment, Howard Amendment, Geller Amendment, Dove Amendment, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit</b>	<b>Description</b>
10.1	<a href="#">Amendment No. 3 to Offer Letter dated as of February 1, 2023 by and between Aravive, Inc. and Gail McIntyre, Ph.D.</a>
10.2	<a href="#">Amendment No. 1 to Offer Letter dated as of February 1, 2023 by and between Aravive, Inc. and Rudy Howard</a>
10.3	<a href="#">Amendment No. 1 to Offer Letter dated as of February 1, 2023 by and between Aravive, Inc. and Robert Geller, M.D.</a>
10.4	<a href="#">Amendment No. 1 to Offer Letter dated as of February 1, 2023 by and between Aravive, Inc. and Leonard Scott Dove, Ph.D.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

## SIGNATURES

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

Date: February 6, 2023

**ARAVIVE, INC.**  
(Registrant)

By: /s/ Gail McIntyre  
Name: Gail McIntyre  
Title: Chief Executive Officer



River Oaks Tower  
3730 Kirby Drive, Suite 1200  
Houston, Texas 77098

Gail McIntyre  
(via email: [\*\*\*\*])

February 1, 2023

Dear Gail:

Aravive, Inc. (the "Company") is pleased to enter into this amendment ("Amendment") to your Offer Letter, dated March 26, 2020, as amended on April 8, 2021 and January 25, 2021 (the "Offer Letter"), and hereby agrees to amend the Offer Letter as follows:

1. The first and second sentences of Section 3 are hereby deleted and replaced with the following:

"Effective as of February 1, 2023, the Company will pay you a salary at the rate of Five Hundred Sixty Thousand Dollars (\$560,000) per year, less required deductions and withholdings, payable in accordance with the Company's standard payroll schedule. The salary will be subject to increase as determined by the Compensation Committee of the Board of Directors or the Board of Directors, in its discretion."

2. All other terms of the Offer Letter shall remain in full force and effect. The Offer Letter, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

3. If any of the provisions of this Amendment are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

4. This Amendment is made and shall be construed and performed under the laws of the State of Texas without regard to its choice or conflict of law principles and the parties agree to the State of Texas as the exclusive venue for any disputes arising hereunder.

Very truly yours,

**ARAVIVE INC.**

By: /s/ Rudy Howard  
Name: Rudy Howard  
Title: Chief Financial Officer

I have read and accept this amended employment offer:

/s/ Gail McIntyre  
Signature

Printed Name: Gail McIntyre

Dated: February 6, 2023



River Oaks Tower  
3730 Kirby Drive, Suite 1200  
Houston, Texas 77098

Rudy C. Howard

Via Email Delivery:

February 1, 2023

Dear Rudy:

Aravive, Inc. (the "Company") is pleased to enter into this amendment ("Amendment") to your Offer Letter, dated June 2, 2022 (the "Offer Letter"), and hereby agrees to amend the Offer Letter as follows:

1. The first and second sentences of Section 3 are hereby deleted and replaced with the following:

"Effective as of February 1, 2023, the Company will pay you a salary at the rate of Four Hundred Twelve Thousand Seven Hundred Seventy-Five Dollars (\$412,775) per year, less required deductions and withholdings, payable in accordance with the Company's standard payroll schedule. The salary will be subject to increase as determined by the Compensation Committee of the Board of Directors or the Board of Directors, in its discretion."

2. All other terms of the Offer Letter shall remain in full force and effect. The Offer Letter, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

3. If any of the provisions of this Amendment are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

4. This Amendment is made and shall be construed and performed under the laws of the State of Texas without regard to its choice or conflict of law principles and the parties agree to the State of Texas as the exclusive venue for any disputes arising hereunder.

Very truly yours,

**ARAVIVE INC.**

By: /s/ Gail McIntyre  
Name: Gail McIntyre, Ph.D., DABT  
Title: Chief Executive Officer

I have read and accept this amended employment offer:

/s/ Rudy Howard  
Signature

Printed Name: Rudy Howard

Dated: February 6, 2023



River Oaks Tower  
3730 Kirby Drive, Suite 1200  
Houston, Texas 77098

Robert B. Geller, M.D.

Via Email Delivery:

February 1, 2023

Dear Robert:

Aravive, Inc. (the "Company") is pleased to enter into this amendment ("Amendment") to your Offer Letter, dated June 13, 2022 (the "Offer Letter"), and hereby agrees to amend the Offer Letter as follows:

1. The first and second sentences of Section 3 is hereby deleted and replaced with the following:

"Effective as of February 1, 2023, the Company will pay you a salary at the rate of Four Hundred Fifty Thousand Dollars (\$450,000) per year, less required deductions and withholdings, payable in accordance with the Company's standard payroll schedule. The salary will be subject to increase as determined by the Compensation Committee of the Board of Directors or the Board of Directors."

2. All other terms of the Offer Letter shall remain in full force and effect. The Offer Letter, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

3. If any of the provisions of this Amendment are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

4. This Amendment is made and shall be construed and performed under the laws of the State of Texas without regard to its choice or conflict of law principles and the parties agree to the State of Texas as the exclusive venue for any disputes arising hereunder.

Very truly yours,

**ARAVIVE INC.**

By: /s/ Gail McIntyre  
Name: Gail McIntyre, Ph.D., DABT  
Title: Chief Executive Officer

I have read and accept this amended employment offer:

/s/ Robert Geller  
Signature

Printed Name: Robert Geller, M.D.

Dated: February 6, 2023



River Oaks Tower  
3730 Kirby Drive, Suite 1200  
Houston, Texas 77098

Leonard Scott Dove, Ph.D.

Via Email Delivery: [\*\*\*\*]

February 1, 2023

Dear Scott:

Aravive, Inc. (the "Company") is pleased to enter into this amendment ("Amendment") to your Offer Letter, dated February 20, 2022 (the "Offer Letter"), and hereby agrees to amend the Offer Letter as follows:

1. The first and second sentences of Section 3 are hereby deleted and replaced with the following:

"Effective as of February 1, 2023, the Company will pay you a salary at the rate of Four Hundred Five Thousand Dollars (\$405,000) per year, less required deductions and withholdings, payable in accordance with the Company's standard payroll schedule. The salary will be subject to increase as determined by the Compensation Committee of the Board of Directors or the Board of Directors, in its discretion."

2. All other terms of the Offer Letter shall remain in full force and effect. The Offer Letter, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

3. If any of the provisions of this Amendment are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

4. This Amendment is made and shall be construed and performed under the laws of the State of Texas without regard to its choice or conflict of law principles and the parties agree to the State of Texas as the exclusive venue for any disputes arising hereunder.

Very truly yours,

**ARAVIVE INC.**

By: /s/ Gail McIntyre  
Name: Gail McIntyre, Ph.D., DABT  
Title: Chief Executive Officer

I have read and accept this amended employment offer:

/s/ Leonard Scott Dove  
Signature

Printed Name: Leonard Scott Dove, Ph.D.

Dated: February 6, 2023