
**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): November 14, 2019

SOLENO THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36593
(Commission
File No.)

77-0523891
(IRS Employer
Identification Number)

203 Redwood Shores Pkwy, Suite 500
Redwood City, CA 94065
(Address of principal executive offices)

(650) 213-8444
(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:

- 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 symbols	Name of each exchange on which registered
Common Stock, \$0.001 par value	SLNO	NASDAQ

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.

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

(b)

On November 14, 2019, Soleno Therapeutics, Inc. (the “Company”) amended its agreement with FLG Partners LLC, a leading Silicon Valley chief financial officer services and board advisory consultancy (“FLG Partners”) to replace the current FLG Partners service provider, Mr. Jonathan Wolter, with Mr. James Mackaness. Mr. Wolter’s has notified the Company of his decision to accept a full-time position at another company and therefore was no longer available to continue his engagement with the Company, effective November 14, 2019. Mr. Mackaness, also a partner at FLG Partners, will serve as the Company’s Chief Financial Officer and principal financial and accounting officer, replacing Mr. Wolter effective November 14, 2019.

Mr. Mackaness, age 55, served as Chief Financial Officer of Invuity, Inc., a medical technology company, from August 2015 until its sale to Stryker Corporation in October 2018, remaining with Styker through January 2019 to complete the integration. Previously, he served as Chief Financial Officer and Chief Operating Officer of IRIDEX Corporation, a medical device company, from August 2012 to August 2015 and as Chief Financial Officer from Jan 2008 to August 2012. From September 2001 to December 2007, Mr. Mackaness served as Chief Financial Officer and Vice President of Finance of NextHop Technologies, Inc., a networking wireless technology company. Prior to that, Mr. Mackaness served as Chief Financial Officer and Vice President of Finance of Infogear Technologies Corporation and held management positions at Cisco Systems, Inc., Electroglas, Inc. and Ernst & Young LLP. Mr. Mackaness received a B.A. with honors in Psychology from the University of Warwick, England and is a Chartered Accountant.

In connection with Mr. Mackaness’s consulting services and his becoming the Company’s Chief Financial Officer and principal financial and accounting officer, the Company amended its consulting agreement with FLG Partners (as amended, the “FLG Consulting Agreement”). Pursuant to the FLG Consulting Agreement, the Company will pay FLG Partners \$375 per hour for Mr. Mackaness’s services to the Company. The FLG Consulting Agreement with FLG Partners also requires the Company to indemnify Mr. Mackaness and FLG Partners in connection with the performance of services for the Company. The FLG Consulting Agreement has an indefinite term and is terminable by either party upon 30 days’ advance written notice. The description of the FLG Consulting Agreement does not purport to be complete and is qualified in its entirety by Exhibit 10.1, incorporated by reference herein.

Other than the indemnification described herein, Mr. Mackaness has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended, nor are any transactions currently proposed.

There are no family relationships between Mr. Mackaness and any of the Company’s directors or executive officers.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 to Confidential Consulting Agreement dated as of September 5, 2017, by and between FLG Partners, LLC, Soleno Therapeutics, Inc. and Jonathan Wolter.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

SIGNATURES

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

SOLENO THERAPEUTICS, INC.

Date: November 15, 2019

By: /s/ Anish Bhatnagar
Anish Bhatnagar
Chief Executive Officer



AMENDMENT TO CONFIDENTIAL CONSULTING AGREEMENT

This Amendment to Confidential Consulting Agreement (this “Amendment”) is executed as of the date shown on the signature page (the “Effective Date”), by and between FLG Partners, LLC, a California limited liability company (“FLG”), the member or members of FLG identified in Exhibit A (collectively, the “FLG Member”), and the entity identified on the signature page (“Client”) (collectively referred to as the “Parties” or individually referred to as a “Party”) and amends that certain Confidential Consulting Agreement dated September 5, 2017 (the “Agreement”).

RECITALS

WHEREAS, FLG and Client entered into the Agreement, which provided that Jonathan Wolter would act as the FLG Member for the purpose of providing certain financial services;

WHEREAS, Jonathan Wolter has notified Client of his decision to accept a full-time position at another client and as a result will no longer be available to continue his engagement as the FLG Member;

WHEREAS, FLG and Client have agreed to amend the Agreement to remove Mr. Wolter as the FLG Member and replace him with James Mackaness.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree:

1. Amendment of Exhibit A. Exhibit A of the Agreement shall be amended and replaced in its entirety with Exhibit A attached hereto.
2. Full Force and Effect. To the extent not expressly amended by this Amendment, the Agreement remains in full force and effect.
3. Waivers and Amendments. This Amendment may be amended and the observance of any term of this Amendment may be waived only by a writing signed by the parties hereto.
4. Governing Law. This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction.
5. Entire Agreement. This Amendment (including any schedules and exhibits attached hereto), the Agreement (to the extent not amended by this Amendment) and the other documents delivered pursuant hereto and thereto, constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof.
6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Amendment may be executed by one (1) or more parties hereto, and an executed copy of this Amendment may be delivered by one (1) or more parties hereto by facsimile or similar electronic transmission method pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

REMAINDER OF THIS PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:
Solenio Therapeutics Inc.,
a Delaware corporation.

FLG:
FLG Partners, LLC,
a California limited liability company.

By: /s/ Anish Bhatnagar
Signed: Anish Bhatnagar
Title: President & CEO
Address: 203 Redwood Shores Parkway, Suite 500
Redwood City, CA 94065
Tel: (650) 213-8444
Fax: (650) 213-8383
Email: anish@solenio.life

By: /s/ Jeffrey S. Kuhn
Signed: Jeffrey S. Kuhn
Title: Managing Partner
Effective Date: November 14, 2019

REMAINDER OF THIS PAGE LEFT BLANK



AMENDMENT NO. 1 CONFIDENTIAL CONSULTING AGREEMENT

EXHIBIT A

1. Description of Services: CFO services typical for a publicly held corporation.
2. FLG Member: James Mackaness.
3. Notice: FLG Member shall notify Client promptly, but in no case less than 30 days, prior to accepting an assignment with another publicly traded client.
4. Fees: \$375 per hour, subject to any periodic maximums that Client may establish from time to time.
5. Additional Compensation: None.
6. Deposit: None.
7. Term: Indefinite, and terminable pursuant to Paragraph 4 of the Agreement.
8. Non-Disclosure Agreement: FLG-Soleno Therapeutics Mutual Non-Disclosure Agreement dated August 29, 2017 (the "NDA"). FLG hereby expressly consents to the public disclosure of the existence of FLG's relationship with Client, by Client, provided that the terms and conditions herein shall remain confidential pursuant to the terms of the NDA.