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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

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**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) **January 22, 2024**

**Oncernal Therapeutics, Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-50549**  
(Commission File  
Number)

**62-1715807**  
(IRS Employer Identification No.)

**12230 El Camino Real  
Suite 230  
San Diego, CA 92130  
(858) 434-1113**

(Address and zip code; telephone number, including area code, of registrant's principal executive offices)

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 communication 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 \$0.001 per share	ONCT	The Nasdaq Stock Market, LLC

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 1.01. Entry into a Material Definitive Agreement.**

On January 22, 2024, Oncternal Therapeutics, Inc. ("Oncternal") entered into Amendment No. 4 (the "Amendment") to the Amended and Restated License Agreement between Oncternal and the Regents of the University of California, represented by UC San Diego dated February 5, 2024. The Amendment extends the deadlines by which Oncternal is required to meet certain diligence milestones for naked antibodies, including Oncternal's zilovertamab product candidate. A copy of the Amendment is attached as Exhibit 10.1 hereto and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
10.1	<a href="#">Amendment #4 to the Amended and Restated License Agreement between Oncternal Therapeutics, Inc. and UC San Diego dated August 31, 2018</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, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Oncternal Therapeutics, Inc.**

Date: January 23, 2024

By: /s/ Richard G. Vincent

Name: Richard G. Vincent

Title: Chief Financial Officer

AMENDMENT NO. 4  
TO THE AMENDED AND RESTATED LICENSE AGREEMENT  
BETWEEN ONCTERNAL THERAPEUTICS, INC.  
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
FOR UC CASE NUMBERS SD2005-212, SD2020-036, SD2011-178, SD2012-143, SD2012-403, SD2015-027, SD2015-200,  
SD2018-253 AND SD2019-278

This Amendment No. 4 (this “Amendment”) is made as of the date of the last signature below by and between Oncternal Therapeutics, Inc. having an address at 12230 El Camino Real, Suite 230, San Diego, California 92130 (“LICENSEE”) and The Regents of the University of California, a California public corporation having its statewide administrative offices at 1111 Franklin Street, Oakland, California 94607-5200 (“UNIVERSITY”), represented by its San Diego campus having an address at University of California San Diego, Office of Innovation and Commercialization (“OIC”), Mail Code 0910, 9500 Gilman Drive, La Jolla, California 920930910 (“UC San Diego”).

WHEREAS, LICENSEE and UNIVERSITY entered into an Amended and Restated License Agreement, UC Control Number 2019-03-0137 effective August 31, 2018, which was amended by Amendment No. 1, UC Control Number 2019-03-0137(R501) effective March 25, 2019, Amendment No. 2, UC Control Number 2019-03-0137(R502) effective May 15, 2019 and Amendment No. 3, UC Control Number 2019-03-0137(R503) effective February 5, 2021 (collectively, the “Agreement”); and

WHEREAS, LICENSEE and UNIVERSITY wish to further amend the Agreement to make certain changes.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the parties amend the Agreement and otherwise agree as follows:

1. All capitalized terms used but not defined in this Amendment have the meaning ascribed to them in the Agreement.
2. Section 3.3(a)(A) of the Agreement is hereby deleted and replaced with the following:
  - A. First Antibody Licensed Product
    - (i) dose first patient in the first Phase III Clinical Trial (defined below) for Licensed Product by December 31, 2028;
    - (ii) complete enrollment of the first Phase III Clinical Trial for Licensed Product by December 31, 2030; and
    - (iii) submit the first BLA for Licensed Product by December 31, 2032.

“Phase III Clinical Trial” shall mean a pivotal human clinical trial in any country the results of which could be used to establish safety and efficacy of Licensed Product as a basis for a BLA or that would otherwise satisfy requirements of 21 CFR 312.21(c), or its foreign equivalent.

“BLA” means a Biologics License Application as described in 21 C.F.R. § 601.2, including any amendments thereto, or any corresponding application in a country or jurisdiction outside the U.S.

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment constitutes an integral part of the Agreement and sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.
4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California, which govern the Agreement.
5. The parties agree that this Amendment may be executed electronically and in one or more counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives, as of the latest date written below.

**ONCTERNAL THERAPEUTICS, INC.:            THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA:**

By: /s/ James Breitmeyer, M.D., Ph.D.	By: /s/ Victoria Cajipe, Ph.D.
Name: James Breitmeyer, M.D., Ph.D.	Name: Victoria Cajipe, Ph.D.
Title: President and Chief Executive Officer	Title: Associate Director

Date: 1/22/2024	Date: 1/19/2024
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