

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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 22, 2013

Commission File Number: 000-54014

**VistaGen Therapeutics, Inc.**

(Exact name of small business issuer as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

205093315

(IRS Employer Identification No.)

384 Oyster Point Blvd, No. 8, South San Francisco, California 94080

(Address of principal executive offices)

650-244-9990

(Registrant's Telephone number)

Not Applicable

(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 1.01 Entry into a Material Definitive Agreement.**

On February 22, 2013, VistaGen Therapeutics, Inc. (the "Company"), certain subsidiaries of the Company, and Platinum Long Term Growth VII, LLC ("Platinum"), entered into an amendment ("Amendment") to the Note Exchange and Purchase Agreement, dated October 11, 2012 (the "Agreement"), by and between the Company and Platinum, and previously reported on a Current Report on Form 8-K filed with the Securities and Exchange Commission on October 16, 2012. Pursuant to the Amendment, the Company permitted Platinum to purchase the final \$1.0 million senior secured promissory note under the Agreement in two tranches (each, an "Investment Note"), rather than in a single tranche completed on or before February 22, 2013. The Investment Note matures three years from the date of issuance (the "Maturity Date"). Subject to certain conditions set forth in the Investment Note, upon the Maturity Date, all principal and accrued interest under the Investment Note is payable through the issuance to Platinum of restricted shares of the Company's common stock.

On February 22, 2013, Platinum purchased an Investment Note in the principal amount of \$250,000. Unless the parties agree otherwise, Platinum is required to purchase the final Investment Note under the Agreement, in the principal amount of \$750,000, on or before March 12, 2013.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.**

On February 22, 2013, as contemplated under the terms of the Amendment, the Company sold and issued an Investment Note to Platinum in the principal amount of \$250,000, and a warrant to purchase 250,000 shares of the Company's common stock at a price of \$1.50 per share, exercisable over a five-year term (the "Investment Warrant").

**Item 3.02 Unregistered Sales of Equity Securities.**

The Investment Note and the Investment Warrant were offered and sold in transactions exempt from registration under the Securities Act of 1933, as amended ("Securities Act"), in reliance on Section 4(2) thereof and Rule 506 of Regulation D thereunder. Platinum represented that it was an "accredited investor" as defined in Regulation D. The proceeds from the sale of the Investment Note and the proceeds received upon exercise of the Investment Warrants are expected to be used for general corporate purposes.

**Item 9.01 Financial Statements and Exhibits.**

See Exhibit Index.

**Disclaimer.**

The foregoing descriptions of Amendment, Investment Note and Investment Warrant do not purport to be complete, and are qualified in their entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 10.1, and the full text of the Investment Note and Investment Warrant, forms of which are attached as Exhibit 10.2 and 10.3, respectively to the Current Report on Form 8-K filed with the Securities and Exchange Commission on October, 16, 2012, and are incorporated herein by reference.

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## 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.

**VistaGen Therapeutics, Inc.**

Date: *February 28, 2013*

By: */s/ Shawn K. Singh*

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*Name: Shawn K. Singh*

*Title: Chief Executive Officer*

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**Exhibit Index**

<b>Exhibit No.</b>	<b>Description</b>
EX-10.1	Amendment to Note Exchange and Purchase Agreement, dated February 22, 2013

## AMENDMENT NO. 3 TO NOTE EXCHANGE AND PURCHASE AGREEMENT

This Amendment to Note Exchange and Purchase Agreement (“Amendment No. 3”) is entered into as of February 22, 2013 by and between VistaGen Therapeutics, Inc., a Nevada corporation (the “Company”) and Platinum Long Term Growth VII, LLC, a Delaware limited liability company (“Platinum”). Unless otherwise specified herein, all capitalized terms set forth in this Amendment shall have the meanings as set forth in the Agreement.

### RECITALS

**WHEREAS**, the Company and Platinum entered into that certain Note Exchange and Purchase Agreement, dated October 11, 2012 (the “Agreement”), pursuant to which, subject to the terms and conditions thereof, Platinum agreed to purchase from the Company senior secured convertible promissory notes (“Notes”) in the aggregate principal amount of up to \$2.0 million, issuable in four separate tranches of \$500,000 each. A copy of the Agreement is attached hereto as Exhibit A;

**WHEREAS**, on November 14, 2012, the Company and Platinum entered into an amendment to the Agreement, which combined the final two \$500,000 Notes into a single Note in the principal amount of \$1.0 million (the “\$1.0 Million Note”), to be purchased by Platinum within five business days of the Company's notice to Platinum of the consummation of a debt or equity financing, or combination of financings, prior to January 31, 2013, resulting in gross proceeds to the Company of at least \$1.0 million (the “Additional Closing Condition”);

**WHEREAS**, on January 31, 2013, the Company and Platinum entered into a second amendment to the Agreement, which permitted the Company to satisfy the Additional Closing Condition on or before February 14, 2013. The Company satisfied the Additional Closing Condition by delivering notice thereof to Platinum on February 14, 2013; and

**WHEREAS**, the Company and Platinum desire to amend the Agreement to permit Platinum to purchase the final \$1.0 Million Note in two separate tranches, as more particularly set forth in this Amendment No. 3.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Section 2.1 of the Agreement is hereby amended and replaced in its entirety with the following:

#### **Section 2.1   Amounts; Timing of Funding**

Subject to satisfaction of the conditions precedent set forth in Section 4.4 below, Platinum agrees to make the following Investments no later than the following dates (each such date, an “Investment Date”):

<u>Investment Date</u>	<u>Amount of Investment</u>
On or before October 11, 2012	\$500,000
On or before October 19, 2012	\$500,000
On or before February 22, 2013	\$250,000
On or before March 12, 2013	\$750,000

2. Section 4.4.13 of the Agreement, and all other terms and conditions set forth in the Agreement inconsistent with this Amendment No. 3 are hereby amended as necessary to carry out the intentions of the parties as set forth herein.

3. The Company represents and warrants to Platinum as follows:

(a) Except as the same may be qualified by any attachment hereto updating disclosures in any existing exhibit to the Agreement, the representations, warranties and covenants of the Company made in the Transaction Documents remain true and accurate and are hereby incorporated in this Amendment by reference and reaffirmed as of the date hereof.

(b) The Company has performed, in all material respects, all obligations required to be performed by it under the Transaction Documents, and no default or Event of Default exists thereunder or an event which, with the passage of time or giving of notice or both, would constitute a default or Event of Default.

(c) The execution, delivery and performance of this Amendment are within the power of the Company and are not in contravention of law, of the Company's Articles of Incorporation, By-laws or the terms of any other documents, agreements or undertakings to which the Company is a party or by which the Company is bound. No approval of any person, corporation, governmental body or other entity not provided herewith is a prerequisite to the execution, delivery and performance by the Company of this Amendment or any of the documents submitted to Platinum in connection with the this Amendment, to ensure the validity or enforceability thereof.

(d) When executed on behalf of the Company, this Amendment will constitute the legally binding obligations of the Company, enforceable in accordance with their terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now existing or hereafter enacted relating to or affecting the enforcement of creditors' rights generally, and the enforceability may be subject to limitations based on general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

4. The provisions of the Agreement, as modified herein, shall remain in full force and effect in accordance with their terms and are hereby ratified and confirmed. Platinum does not in any way waive the Company's obligations to comply with any of the provisions,

covenants and terms of the Agreement (as amended hereby) and the other Transaction Documents. This Amendment shall be governed by the laws of the State of New York without regard to the conflict of laws provisions thereof.

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**IN WITNESS WHEREOF**, this Amendment is executed as of the day and year first written above.

ADDRESS:

384 Oyster Point Blvd., Suite No. 8  
South San Francisco, California 94080

**VISTAGEN THERAPEUTICS, INC.**

By: /s/ Shawn K. Singh  
Name: Shawn K. Singh  
Title: Chief Executive Officer

ADDRESS:

152 West 57<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10019

**PLATINUM LONG TERM GROWTH VII, LLC**

By: /s/ Michael Goldberg  
Name: Michael Goldberg  
Title: Portfolio Manager

The undersigned hereby acknowledge and agree to the execution and delivery of this Amendment No. 3. Each of the undersigned hereby ratifies and confirms the Transaction Documents delivered by such party in all respects. The undersigned further confirm that nothing in the Transaction Documents shall require or suggest that the consent or confirmation by the undersigned of its obligations under Transaction Documents to which it is a party is required in connection with this Amendment No. 3 or any other amendment or modification of any of the Agreement as a condition of the continued effectiveness of the Transaction Documents with respect to the undersigned.

**VISTAGEN THERAPEUTICS, INC., a California corporation**

By: /s/ Shawn K. Singh  
Name: Shawn K. Singh  
Title: Chief Executive Officer

**ARTEMIS NEUROSCIENCE, INC.**

By: /s/ Shawn K. Singh  
Name: Shawn K. Singh  
Title: President