

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): May 28, 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))

Item 1.01 Entry into a Material Definitive Agreement.

On May 28, 2013, VistaGen Therapeutics, Inc., a Nevada corporation (the "Company"), and Platinum Long Term Growth VII, LLC ("Platinum") entered into an Amendment and Waiver (the "Amendment") to modify certain terms of the parties' Note Exchange and Purchase Agreement, dated October 11, 2012, as amended (the "Agreement"). Pursuant to the Agreement and Platinum's purchase of \$3.25 million of promissory notes thereunder, the Company issued approximately 3.27 million Common Stock warrants to Platinum (the "Warrants"). As consideration for Platinum's waiver of certain anti-dilution provisions contained in the Warrants with respect to certain approved dilutive issuances set forth in the Amendment, the Amendment reduced the exercise price of the Warrants to \$0.50 per share. A copy of the Amendment is attached hereto as Exhibit 10.1.

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

Item 8.01 Other Events.

On April 8, 2013, the Company entered into a Securities Purchase Agreement ("Securities Purchase Agreement") with a foreign subsidiary of Bergamo Acquisition Corp. ("Bergamo") providing for the sale and issuance of 72 million shares of Company Common Stock to Bergamo, at a purchase price of \$0.50 per share, for a total investment commitment by Bergamo of \$36 million (the "Bergamo Financing").

On April 30, 2013, the Company and Bergamo amended the Securities Purchase Agreement to establish a series of monthly closing dates for the Bergamo Financing ending September 30, 2013. Due to administrative delays associated with Bergamo's inter-company protocol for international funds transfers, the initial closing of the Bergamo Financing has not yet occurred. However, although no assurances can be given when the initial closing will occur, based on management's regular and ongoing communications with Bergamo, the Company anticipates that the funding related to the Bergamo Financing which was scheduled to occur in May 2013 will be completed in June 2013, and that subsequent monthly funding will be completed in accordance with the terms of the Securities Purchase Agreement, as previously reported.

Item 9.01 Financial Statements and Exhibits.

See Exhibit Index.

Disclaimer.

This Current Report on Form 8-K may contain, among other things, certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, (i) statements with respect to the Company's plans, objectives, expectations and intentions; and (ii) other statements identified by words such as "may", "could", "would", "should", "believes", "expects", "anticipates", "estimates", "intends", "plans" or similar expressions. These statements are based upon the current beliefs and expectations of the Company's management and are subject to significant risks and uncertainties.

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: *June 3, 2013*

By: /s/ Shawn K. Singh

Name: Shawn K. Singh
Title: Chief Executive Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
EX-10.1	Amendment and Waiver

AMENDMENT AND WAIVER

This Amendment and Waiver (“*Amendment*”) is entered into as of May 28, 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*”).

RECITALS

WHEREAS, the Company issued to Platinum an Exchange Warrant, as such term is defined in that certain Note Exchange and Purchase Agreement, dated October 11, 2012, as amended (the “*Agreement*”), to purchase 1,272,577 shares of the Company’s common stock, par value \$0.001 per share (“*Common Stock*”), at an exercise price of \$1.50 per share;

WHEREAS, on October 11, 2012, October 19, 2012, February 22, 2013 and March 12, 2013, in connection with the purchase by Platinum of certain Senior Secured Convertible Promissory Notes under the terms of the Agreement, the Company issued to Platinum Investment Warrants, as such term is defined in the Agreement, to purchase 500,000, 500,000, 250,000 and 750,000 shares of Common Stock, respectively, or an aggregate total of 2.0 million shares of Common Stock, at an exercise price of \$1.50 per share;

WHEREAS, the Company has issued and intends to issue certain shares of Common Stock, or securities exercisable or convertible into shares of Common Stock, at a price below \$1.50 per share of Common Stock, as more particularly set forth in this Amendment (“*Approved Dilutive Issuances*”), therefore triggering an adjustment in the exercise price of the Exchange Warrant and Investment Warrants (unless otherwise stated herein, or the context otherwise requires, collectively referred to herein as the “*Warrants*”), as well as the number of shares issuable upon exercise thereof (the “*Adjustment Provisions*”);

WHEREAS, the Company and Platinum desire to amend the Exchange Warrant and Investment Warrants issued pursuant to the Agreement, to decrease the exercise price of the Warrants from \$1.50 to \$0.50 per share, and to waive the Adjustment Provisions with respect to the Approved Dilutive Issuances, as more particularly set forth below.

AGREEMENT

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

1. Amendment to Exchange Warrant. Without further action required by the parties hereto, the definition of “Warrant Price” as set forth in Article 8 of the Exchange Warrant is hereby amended as follows:

“Warrant Price” initially means U.S. \$0.50, as such price may be adjusted from time to time as shall result from the adjustments specified in the Warrant, including Article 4 hereof.

2. Amendment to Investment Warrants. Without further action required by the parties hereto, the definition of “Warrant Price” as set forth in Article 8 of each of the Investment Warrants is hereby amended as follows:

“Warrant Price” initially means U.S. \$0.50, as such price may be adjusted from time to time as shall result from the adjustments specified in the Warrant, including Article 4 hereof.

3. Waiver of Adjustment Provisions. In consideration for the amendments to the exercise price of the Warrants, as set forth in this Amendment, Platinum agrees to waive any right to adjust the number of shares of Common Stock issuable under the Adjustment Provisions set forth in Section 4.8 of the Investment Warrants and Exchange Warrants caused by Approved Dilutive Issuances, consisting of the following transactions

3.1 Any purchase of the Company’s Common Stock by Bergamo Acquisition Corp PTE, LTD at a price of at least \$0.50 per share, on or before September 30, 2013, on substantially the terms heretofore presented to Platinum;

3.2 The grant on March 3, 2013 to certain officers and directors of the Company of ten-year warrants to purchase an aggregate of 3.0 million shares of the Company’s Common Stock at an exercise price of \$0.64 per share; and

3.3 The issuance of shares of the Company’s Common Stock pursuant to the exercise, at a reduced exercise price equal to at least \$0.50 per share, of previously issued and outstanding warrants to purchase Common Stock (the “*Reduced-Price Exercises*”), *provided, however*, that (i) the aggregate gross proceeds from such Reduced-Price Exercises shall not exceed \$1.5 million, and (ii) all such Reduced Price Exercises, if any, shall be completed on or before June 30, 2013, unless extended in writing by Platinum.

The parties agree and acknowledge that the Adjustment Provisions shall only be waived with respect to each of the Approved Dilutive Issuances. In the event the Company issues additional shares of Common Stock, or securities convertible or exercisable into shares of Common Stock, at a price of less than \$1.50 per share, that does not constitute an Approved Dilutive Issuance (a “*Dilutive Issuance*”), the Adjustment Provisions set forth in Section 4.8 of the Investment Warrants and the Exchange Warrants shall be given full force and effect with respect to such Dilutive Issuance that are not otherwise approved as set forth in

this Section 3 as if the then-current exercise prices of the Warrants was \$1.50 per share, notwithstanding the amendment to such exercise prices set forth in Sections 1 and 2 hereof.

4. The parties to this Amendment hereby agree to execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Amendment, including, but not limited to, delivering a new Exchange Warrant and/or new Investment Warrants to Platinum, if requested by the parties, or any successor or assignee of the parties, modified to accurately reflect the exercise price of \$0.50 per share, in exchange for the original Exchange Warrant and/or Investment Warrants, marked as cancelled, which new Warrants shall only be issued consistent with the terms of this Amendment.

5. The provisions of the Warrants, 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 and Warrants (as amended hereby) and the other Transaction Documents, as defined in the Agreement. This Amendment shall be governed by the laws of the State of New York without regard to the conflict of laws provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 57th Street, 4th Floor
New York, NY 10019

PLATINUM LONG TERM GROWTH VII, LLC

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