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 25, 2016

Mast Therapeutics, Inc. (Exact name of Registrant as Specified in Its Charter)

Delaware (State or Other Jurisdiction of Incorporation)

001-32157 (Commission File Number)

84-1318182 (IRS Employer Identification No.)

3611 Valley Centre Drive, Suite 500, San Diego, CA (Address of Principal Executive Offices)

92130 (Zip Code)

Registrant's Telephone Number, Including Area Code: (858) 552-0866

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 Instructions 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 February 25, 2016, Mast Therapeutics, Inc. (the "Company") entered into an amendment (the "Third Amendment to Loan Agreement") to the Loan and Security Agreement, dated August 11, 2015, as amended by the First Amendment thereto dated September 28, 2015 and the Second Amendment thereto dated December 31, 2015 (collectively, the "Loan Agreement") with Hercules Technology III, L.P. and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.) (together, "Hercules"). As previously disclosed, the Loan Agreement provides for a \$15 million debt facility (the "Debt Facility"), \$5 million of which was funded to the Company on August 11, 2015 and \$10 million (the "Second Advance") of which was funded to the Company on September 28, 2015.

Under the Loan Agreement, as amended, the Second Advance is required to be prepaid to Hercules on July 31, 2016, without any prepayment penalty, unless on or before such date the Company demonstrates positive results in its recently concluded Phase 3 clinical study of vepoloxamer in patients with sickle cell disease, known as the EPIC study. In addition, under the Loan Agreement, as amended, the end of the period during which the Company will make monthly interest-only payments was extended from June 1, 2016 to July 1, 2016, provided that the interest-only period will be extended automatically to March 1, 2017 if, on or before July 1, 2016, no event of default has occurred, the Company has not prepaid the Second Advance and the Company has demonstrated positive results in the EPIC study (collectively, the "Interest Only Extension Condition"). If the Interest Only Extension Condition is satisfied during the period between July 2, 2016 and July 31, 2016, then on July 1, 2016, the Company will be required to make a single payment against the principal balance of the Debt Facility of approximately \$430,000 and, beginning August 1, 2016, the Company will resume making interest-only payments until March 1, 2017. If the interest-only period is extended to March 1, 2017, then the maturity date under the Loan Agreement will be extended from January 1, 2019 to October 1, 2019. Pursuant to the Third Amendment to Loan Agreement, the Company paid an additional facility charge of \$37,500.

On February 25, 2016, in connection with, and as partial consideration for, the Third Amendment to Loan Agreement, the Company and Hercules Technology III, L.P. also entered into an amendment (the "Second Amendment to Warrant Agreement") to the Warrant Agreement, dated August 11, 2015, as amended by the First Amendment thereto dated September 28, 2015 (together, the "Warrant Agreement"), between the parties. Pursuant to the Second Amendment to Warrant Agreement, the warrant issued to Hercules Technology III, L.P. was amended such that the exercise price was decreased from \$0.41 per share to \$0.275 per share, resulting in the warrant becoming exercisable for an additional 748,337 shares of the Company's common stock, for a total of up to 2,272,727 shares.

Except as specifically amended by the Third Amendment to Loan Agreement and the Second Amendment to Warrant Agreement, the Loan Agreement and Warrant Agreement remain in full force and effect.

The Third Amendment to Loan Agreement and the Second Amendment to Warrant Agreement are filed herewith as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference. The foregoing description of the Third Amendment to Loan Agreement and the Second Amendment to Warrant Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibits.

Item 3.02 Unregistered Sales of Equity Securities.

To the extent required by Item 3.02 of Form 8-K, the information regarding the Warrant Agreement and warrant issued to Hercules Technology III, L.P., as amended by the Second Amendment to Warrant Agreement, set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02.

The securities described above were offered and sold to Hercules by the Company in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 4(2) of the Securities Act. The Company relied on this exemption based in part on representations made to it by Hercules, including Hercules' intention to acquire the securities for investment only and not with a view to, or a present intention of, selling or distributing any part thereof in violation of applicable laws, and Hercules' status as an "accredited investor," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

Item 7.01 Regulation FD Disclosure.

On February 29, 2016, the Company issued a press release announcing the execution of the Third Amendment to Loan Agreement and Second Amendment to Warrant Agreement. A copy of the press release is furnished as Exhibit 99.1 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The list of exhibits called for by this Item is incorporated by reference to the Exhibit Index immediately following the signature page of this report.

The information set forth under Item 7.01 and in Exhibit 99.1 is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934 and is not to be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in any such filing.

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.

Mast Therapeutics, Inc.

Date: February 29, 2016

By: /s/ Brandi L. Roberts

Brandi L. Roberts Chief Financial Officer and Senior Vice President

Exhibit Number	Description
10.1	Third Amendment to Loan and Security Agreement, dated as of February 25, 2016, among Mast Therapeutics, Inc., Hercules Technology III, L.P. and Hercules Capital, Inc.
10.2	Second Amendment to Warrant Agreement, dated as of February 25, 2016, between Mast Therapeutics, Inc. and Hercules Technology III, L.P.

99.1 Press release dated February 29, 2016

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS THIRD AMENDMENT (this "<u>Amendment</u>") to the Loan and Security Agreement, dated as of August 11, 2015, as previously amended pursuant to that certain First Amendment thereto dated as of September 28, 2015 and that certain Second Amendment thereto dated as of December 31, 2015 (as so amended, the "<u>Loan Agreement</u>"), is made by and among MAST THERAPEUTICS, INC., a Delaware corporation ("<u>Borrower</u>"), HERCULES CAPITAL, INC. (formerly known as HERCULES TECHNOLOGY GROWTH CAPITAL, INC.), a Maryland corporation, as administrative agent ("<u>Agent</u>"), and the lender party hereto ("<u>Lender</u>"), and shall be effective as of February 25, 2016.

RECITALS

A. Borrower, Agent and Lender are parties to the Loan Agreement.

B. The parties wish to amend the Loan Agreement, as provided herein.

C. The Loan Agreement may be amended pursuant to Section 11.3(b) thereof by the written agreement of Borrower, Agent and Lender (which, for the avoidance of doubt, is the Required Lender).

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINED TERMS

. Capitalized terms used but not defined herein (including in the recitals) shall have the meanings assigned to such terms in the Loan Agreement.

SECTION 2. <u>Amendments to Loan Agreement</u>. Subject to all of the terms and conditions set forth in this Amendment, the parties hereby agree to the following amendments to the Loan Agreement:

read as follows:

(A) The definition of "Amortization Date" in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to

"<u>Amortization Date</u>" means July 1, 2016; <u>provided</u>, <u>however</u>, that if Borrower has satisfied the Interest Only Extension Condition on or before July 1, 2016, then the Amortization Date shall mean March 1, 2017; <u>provided</u>, <u>further</u>, that if Borrower satisfies the Interest Only Extension Condition during the time period from July 2, 2016 through July 31, 2016, inclusive, then the Amortization Date shall initially mean July 1, 2016 but immediately upon achievement of the Interest Only Extension Condition, the Amortization Date shall be revised to mean March 1, 2017."

(B) The definitions of "First Interest Only Extension Condition" and "Second Interest Only Extension Condition" are each deleted from Section 1.1 of the Loan Agreement and a new definition of "Interest Only Extension Condition" is hereby added to Section 1.1 of the Loan Agreement, such definition to read in its entirety as follows:

"<u>Interest Only Extension Condition</u>" means Borrower's satisfaction of each of the following conditions: (a) no default or Event of Default under any Loan Document shall have occurred and be continuing, (b) Borrower has not prepaid the Second Advance pursuant to Section 2.4(b), and (c) demonstration by Borrower, to the reasonable satisfaction of Agent, of positive results in the EPIC Phase 3 study of vepoloxamer in patients with sickle cell disease."

(C) The definition of "Second Advance Prepayment Conditions" in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"<u>Second Advance Prepayment Condition</u>" means that, on or before July 31, 2016, Borrower shall have demonstrated, to the reasonable satisfaction of Agent, positive results in the EPIC Phase 3 study of vepoloxamer in patients with sickle cell disease."

(D) The definition of "Term Loan Maturity Date" in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

""<u>Term Loan Maturity Date</u>" means January 1, 2019; <u>provided</u>, <u>however</u>, if the Amortization Date is extended to March 1, 2017, then the Term Loan Maturity Date shall mean October 1, 2019.

(E) Section 2.4(b) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Unless Borrower has achieved the Second Advance Prepayment Condition on or before the date specified therein, on July 31, 2016, Borrower shall prepay the outstanding amount of all principal and accrued interest in respect of the Second Advance and all unpaid fees and expenses accrued to such date; <u>provided</u>, <u>however</u>, Borrower shall not be required to pay any Prepayment Charge in connection with the required prepayment of the Second Advance pursuant this <u>Section 2.4(b)</u>. Borrower's failure to make the prepayment required under this <u>Section 2.4(b)</u> shall constitute an Event of Default under <u>Section 9.1</u>."

CONDITIONS TO THIS AMENDMENT

. This Amendment shall become effective only if Borrower has satisfied the following conditions as of the date hereof:

(A) Borrower shall have delivered to Agent an additional facility charge payment of \$37,500; and

(B) Borrower shall have delivered to Agent a duly executed second amendment to the Warrant Agreement in the form attached hereto as <u>Exhibit A</u> (the "<u>Warrant Amendment</u>").

SECTION 4. <u>Effect on Loan Documents</u>. Except as specifically amended herein, all Loan Documents shall continue to be in full force and effect and are ratified and confirmed in all respects. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents, and it shall not constitute a waiver of any provision of the Loan Documents. Any reference to the Loan Agreement in any other Loan Document shall be a reference to the Loan Agreement as amended by this Amendment.

SECTION 5. <u>Representations and Warranties</u>. Borrower represents and warrants to Agent and Lender as follows:

(A) Borrower's execution, delivery and performance of this Amendment, (i) has been duly authorized by all necessary corporate action of Borrower, (ii) will not result in the creation or imposition of any Lien upon the Collateral or the Intellectual Property, other than Permitted Liens and the Liens created by the Loan Documents, (iii) does not violate any provisions of Borrower's Certificate of Incorporation, bylaws, or any law, regulation, order, injunction, judgment, decree or writ to which Borrower is subject, and (iv) does not violate any contract or agreement or require the consent or approval of any other Person which has not already been obtained. The individual or individuals executing this Amendment are duly authorized to do so.

(B) All of Borrower's representations and warranties contained in the Agreement and all schedules related thereto are correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

(C) No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment that would constitute a default or an Event of Default.

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(D) This Amendment has been duly executed and delivered on Borrower's behalf by its duly authorized officer, and constitutes Borrower's legal, valid and binding obligations, enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors' rights generally and the exercise of judicial discretion in accordance with general principles of equity.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of California.

COUNTERPARTS

. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; <u>provided</u> that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic imaging means.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

BORROWER:

MAST THERAPEUTICS, INC.

By: <u>/s/ Brandi Roberts</u> Name: Brandi Roberts Title: Chief Financial Officer

AGENT:

HERCULES CAPITAL, INC.

By: <u>/s/ Jennifer Choe</u> Name: Jennifer Choe Title: Assistant General Counsel

LENDER:

HERCULES TECHNOLOGY III, L.P.

By: Hercules Technology SBIC Management, LLC, its General Partner

By: Hercules Capital, Inc., its Manager

By: <u>/s/ Jennifer Choe</u> Name: Jennifer Choe Title: Assistant General Counsel

EXHIBIT A

Second Amendment to Warrant Agreement

SECOND AMENDMENT TO WARRANT AGREEMENT

THIS SECOND AMENDMENT (this "<u>Amendment</u>"), dated as of February 25, 2016, to the Warrant Agreement to Purchase Shares of the Common Stock of Mast Therapeutics, Inc., dated as of August 11, 2015, as previously amended pursuant to that certain First Amendment thereto dated as of September 28, 2015, (as so amended, the "<u>Warrant Agreement</u>"), is made by and between MAST THERAPEUTICS, INC., a Delaware corporation (the "<u>Company</u>"), and HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership (the "<u>Warrantholder</u>").

A. The Company and the Warrantholder desire to amend the Warrant Agreement as set forth herein, such modifications to be effective as of the date hereof.

B. Capitalized terms that are not otherwise defined in this Amendment have the respective meaning set forth in the Warrant Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as vs:

follows:

1. The definition of "Exercise Price" in Section 1 of the Warrant Agreement is hereby amended and restated in its entirety to read as follows:

""<u>Exercise Price</u>" means \$0.275."

2. A second paragraph is hereby added to Section 11 of the Warrant Agreement, such paragraph to read in its entirety as follows:

"Notwithstanding the foregoing paragraph, Warrantholder hereby agrees that it shall not sell, assign or otherwise transfer, or make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, this Warrant (or any portion hereof or any interest herein) or any of the shares of Common Stock issuable upon the exercise of this Warrant until on or after May 17, 2016.

3. Except as specifically amended hereby, the Warrant Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Warrantholder under the Warrant Agreement, and it does not constitute a waiver of any provision of the Warrant Agreement.

4. This Amendment shall be governed by, and construed in accordance with, the law of the State of California.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. Warrantholder may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic imaging means.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

Company:

MAST THERAPEUTICS, INC.

By: <u>/s/ Brandi Roberts</u> Name: Brandi Roberts Title: Chief Financial Officer

WARRANTHOLDER:

HERCULES TECHNOLOGY III, L.P.

- By: Hercules Technology SBIC Management, LLC, its General Partner
- By: Hercules Capital, Inc., its Manager

By: <u>/s/ Jennifer Choe</u> Name: Jennifer Choe Title: Assistant General Counsel

[Second Amendment To Warrant Agreement]



MAST ANNOUNCES AMENDMENT TO LOAN AND SECURITY AGREEMENT WITH HERCULES CAPITAL

SAN DIEGO – February 29, 2016 – <u>Mast Therapeutics, Inc.</u> (NYSE MKT: MSTX), a biopharmaceutical company developing novel, clinical-stage therapies for sickle cell disease and heart failure, today announced that it has entered into an amendment to its existing \$15 million debt facility with Hercules Capital, Inc. (NYSE: HTGC).

The amendment modified key dates in the loan and security agreement to make them subsequent to the Company's anticipated timing for top-line data of its Phase 3 clinical study of vepoloxamer in patients with sickle cell disease, known as the EPIC study. The prepayment condition now requires that \$10 million be repaid on July 31, 2016 if positive results from the EPIC study have not been demonstrated to Hercules by that date. The capital raise requirement was eliminated. In addition, the amortization date was extended from June 1 to July 1, 2016, and, in the case of positive EPIC data by July 31, 2016, the amortization date will be extended to March 1, 2017, provided that no event of default has occurred. The Company expects top-line data from the EPIC study in the second quarter of 2016.

In connection with the debt facility amendment, the Company paid Hercules a fee of \$37,500 and amended its warrant agreement with Hercules to reduce the warrant exercise price to \$0.275, which has the effect of providing the lender with the right to purchase an additional 748,337 shares of the Company's common stock in accordance with the warrant agreement.

"Hercules continues to demonstrate a vested interest in our success," said Brandi Roberts, the Company's Chief Financial Officer. "We believe that this amendment underscores Hercules' confidence in Mast and our development programs."

"We are pleased to work with Mast and are looking forward to the results from the EPIC study. Our financing will help support Mast through this milestone and the future launch of vepoloxamer," said Anup Arora, Managing Director at Hercules.

About Mast Therapeutics

Mast Therapeutics, Inc. is a publicly traded biopharmaceutical company headquartered in San Diego, California. The Company is developing two clinicalstage investigational new drugs for serious or life-threatening diseases and conditions. Vepoloxamer, the Company's lead product candidate, is in Phase 3 clinical development for the treatment of vaso-occlusive crisis in patients with sickle cell disease and in Phase 2 clinical development for the treatment of patients with heart failure. Enrollment in the Company's 388-patient Phase 3 study of vepoloxamer in patients with sickle cell disease, known as the EPIC study, was completed in February 2016. Enrollment in the Company's Phase 2 study of vepoloxamer in patients with chronic heart failure is ongoing. AIR001, the Company's second product candidate, is in Phase 2 clinical development for the treatment of patients with heart failure with preserved ejection fraction (HFpEF). Enrollment in a Phase 2a study of AIR001 in patients with HFpEF is ongoing and AIR001 was recently selected by the Heart Failure Clinical Research Network for evaluation in a 100-patient, multicenter, randomized, double-blind, placebo-controlled, Phase 2 study in patients with HFpEF. More information can be found on the Company's web site at <u>www.masttherapeutics.com</u>. (Twitter: <u>@MastThera</u>)

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About Hercules Capital, Inc.

Hercules Capital, Inc. (NYSE: HTGC) is the leading and largest specialty finance company focused on providing senior secured venture growth loans to high-growth, innovative venture capital-backed companies in a broadly diversified variety of technology, life sciences and sustainable and renewable technology industries. Since inception (December 2003), Hercules has committed more than \$5.7 billion to over 335 companies and is the lender of choice for entrepreneurs and venture capital firms seeking growth capital financing. Companies interested in learning more about financing opportunities should contact info@htgc.com, or call 650.289.3060.

Forward Looking Statements

Mast Therapeutics cautions you that statements included in this press release that are not a description of historical facts are forward-looking statements that are based on the Company's current expectations and assumptions. Such forward-looking statements include, but are not limited to, statements relating to the Company's future financial condition, prospects for successful development and commercialization of, the Company's investigational drugs, vepoloxamer and AIR001, and anticipated timing of achievement of development milestones, such as announcement of clinical study data and commercial launch. Among the factors that could cause or contribute to material differences between the Company's actual results and the expectations indicated by the forward-looking statements are risks and uncertainties that include, but are not limited to: the risk that the Company will be required to repay \$10 million of its debt significantly earlier than the scheduled maturity date if it does not achieve the condition required to avoid early repayment; the risk that the Company will have to begin making principal payments to Hercules on July 1, 2016 and continue them through the current maturity date of January 1, 2019, rather than meet the conditions for extension of the interest-only period and maturity date; the risk that the Company may be required to repay all \$15 million of its debt upon occurrence of an event of default, which includes any event that Hercules interprets as a material adverse effect; the uncertainty of outcomes in ongoing and future studies of the Company's product candidates and the risk that its product candidates may not demonstrate adequate safety, efficacy or tolerability in one or more such studies, including vepoloxamer in the EPIC study; delays in the commencement or completion of clinical studies, including as a result of difficulties in obtaining regulatory agreement on clinical development plans or clinical study design, opening trial sites, enrolling study subjects, manufacturing sufficient quantities of clinical trial material, being subject to a "clinical hold," and/or suspension or termination of a clinical study, including due to patient safety concerns or lack of funding; delays in clinical study closeouts, including blinded data review and quality assurance procedures; the risk that, even if current and planned clinical studies are successful, the FDA or other regulatory agencies may determine they are not sufficient to support a new drug application; the potential that, even if clinical studies of a product candidate in one indication are successful, clinical studies in another indication may not be successful; the Company's dependence on third parties to assist with important aspects of development of its product candidates, including conduct of its clinical studies and supply and manufacture of clinical trial material, and, if approved, commercial product, and the risk that such third parties may fail to perform as expected; the risk that the Company may be required to repay its outstanding debt obligations on an accelerated basis and/or at a time that could be detrimental to its financial condition, operations and/or business strategy; risk associated with the Company's ability to manage operating expenses and/or obtain additional funding to support its operations on a timely basis or on acceptable terms, or at all; the potential for the Company to delay, reduce or discontinue current and/or planned development activities, including clinical studies, or partner its product candidates at inopportune times if it is unable to raise sufficient additional capital as needed; the risk that, even if the Company successfully develops a product candidate in one or more indications, it may not realize commercial success and may never achieve profitability; the risk that the Company is not able to obtain and maintain effective patent coverage or other market exclusivity protections for its products, if approved, without infringing the proprietary rights of others; and other risks and uncertainties more fully described in the Company's press releases and periodic filings with the Securities and Exchange Commission. The Company's public filings with the Securities and Exchange Commission are available at www.sec.gov.

You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date when made. Mast Therapeutics does not intend to revise or update any forward-looking statement set forth in this press release to reflect events or circumstances arising after the date hereof, except as may be required by law.

Contact: Mast Therapeutics Ioana C. Hone (<u>ir@mastthera.com</u>) 858-552-0866 Ext. 303

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