
**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): August 2, 2021

MEI Pharma, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

000-50484
(Commission
File Number)

51-0407811
(I.R.S. Employer
Identification No.)

**11455 El Camino Real, Suite 250
San Diego, California 92130**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (858) 369-7100

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, \$0.0000002 par value	MEIP	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.

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

Officer Retirement

On August 2, 2021, Brian G. Drazba, the Chief Financial Officer and Secretary of MEI Pharma, Inc. (the “Company”), and the Company mutually agreed that Mr. Drazba will retire from the Company, effective December 31, 2021.

In connection with his retirement, Mr. Drazba entered into a Transition and Retirement Agreement with the Company on August 2, 2021 (the “Transition and Retirement Agreement”). Pursuant to the terms of the Transition and Retirement Agreement, Mr. Drazba will continue to serve as the Chief Financial Officer and Secretary of the Company through the first to occur of December 31, 2021 or the date on which a new Chief Financial Officer is appointed, or his earlier termination of employment. Mr. Drazba’s separation from the Company will be deemed to be a termination without Cause under his offer letter with the Company, effective February 1, 2017 (“Offer Letter”), as previously filed with the Securities and Exchange Commission (“SEC”) and incorporated herein by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the SEC on April 3, 2017. Accordingly, if Mr. Drazba continues in employment with the Company through December 31, 2021 or the Company terminates his employment earlier without Cause, and, in each case, he executes and does not revoke a release of claims, Mr. Drazba will be entitled to receive: (i) the severance payment provided for upon a termination without Cause under the Offer Letter; and (ii) accelerated vesting of the stock options that would have vested during the 12 months following December 31, 2021 but for Mr. Drazba’s retirement from the Company. Additionally, pursuant to the Transition and Retirement Agreement, Mr. Drazba will be entitled to exercise his vested stock options through December 31, 2022, or until the expiration of the option term, if earlier, subject to the terms of the applicable option agreements. Under the terms of the Transition and Retirement Agreement, Mr. Drazba has agreed to continue to be bound by certain restrictive covenants, including covenants set forth in his Confidentiality, Non-Solicitation and Invention Assignment Agreement.

If Mr. Drazba resigns or is terminated for Cause, in each case prior to December 31, 2021, Mr. Drazba’s employment with the Company will terminate as of such date, and he will not be entitled to receive the severance payments and benefits provided under his Offer Letter or be entitled to the extended exercise period with respect to his vested options, as noted above.

The foregoing description of the Transition and Retirement Agreement is qualified in its entirety by reference to the full text of the Transition and Retirement Agreement, which is filed herewith as Exhibit 10.1 and incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Transition and Retirement Agreement between Brian G. Drazba and MEI Pharma, Inc., dated as of August 2, 2021.
99.1	Press Release.

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.

MEI PHARMA, INC.

By: /s/ Daniel P. Gold

Daniel P. Gold

Chief Executive Officer

Dated: August 5, 2021

Transition and Retirement Agreement

This Transition and Retirement Agreement (“**Agreement**”) is made between you, Brian G. Drazba, and MEI Pharma, Inc., and sets forth the terms of your transition and retirement from employment with MEI Pharma, Inc. and its affiliates (“**MEI**”). This Agreement will become effective upon the “**Effective Date**” as specified in Section 11(a), below. Once effective, this Agreement will be a legally binding document representing the entire agreement between you and MEI regarding the subjects it covers. Throughout this Agreement, the term the “**MEI**” includes all of MEI’s affiliates and related entities, and their current and former trustees, officers, agents, employees, insurers and attorneys, and all other employee benefit plans and arrangements and their administrators, trustees and other fiduciaries, and all successors and assigns of all of the foregoing.

1. **Retirement Date and Transition Period.**

(a) **Transition Date.** You and MEI have agreed that your employment with MEI will terminate effective December 31, 2021, subject to the terms of this Agreement. Pursuant to Section 1(b), below, you will remain employed through December 31, 2021, unless terminated earlier by you or MEI. The date on which your employment terminates for any reason, including your retirement on December 31, 2021, is referred to as the “**Retirement Date.**”

(b) **Transition.**

(i) **Transition Period; Duties.** During the period commencing on the Effective Date and ending on the first to occur of (i) December 31, 2021, (ii) the date on which MEI appoints a new Chief Financial Officer (“**CFO**”), or (iii) the date on which your employment terminates for any reason, you will continue to serve as CFO of MEI with the duties, responsibilities and authority consistent with your duties as in effect immediately prior to the Effective Date; provided, that such duties will also include assisting in the orderly transition of your responsibilities as CFO and performing such other duties as may be reasonably assigned by the Chief Executive Officer of MEI (“**CEO**”). If a new CFO commences employment before December 31, 2021, you shall continue in employment through December 31, 2021 (unless your employment is terminated earlier by you or MEI), subject to the terms of this Agreement, providing such transition and other duties as may be reasonably assigned by the CEO. By signing this Agreement, you agree to perform these duties and responsibilities to the best of your abilities, in a diligent, trustworthy, professional, and efficient manner, and to comply with MEI’s policies and procedures in all material respects. The period from the Effective Date through the Retirement Date is referred to as the “**Transition Period**”.

(ii) **Compensation and Benefits.** During the Transition Period, you will continue to receive your base salary at the rate in effect as of the Effective Date of this Agreement, and you will continue to be eligible to participate in the benefit plans that MEI makes generally available to its employees, subject to the terms and conditions of those plans.

2. **Consideration and Post-Transition Benefits and Payments.**

(a) **Eligibility.** Provided that you (i) separate from employment on December 31, 2021, (ii) sign and do not revoke this Agreement, including the waiver and release of claims in favor of MEI and restrictive covenants contained in it, within twenty-one (21) days of receiving this Agreement, (iii) again sign and do not revoke this Agreement upon or within twenty-one (21) days after the Retirement Date, and (iv) remain in compliance with the terms of this Agreement and your continuing obligations under

your February 1, 2017 employment letter (“**Employment Agreement**”) and your Employee Proprietary Information and Inventions Agreement dated April 3, 2017 (“**Proprietary Information Agreement**”), MEI agrees to provide you with the payments and benefits set forth in Section 2(b), below.

(b) **Consideration.** Subject to satisfying the eligibility criteria in Section 2(a), above, MEI agrees to provide you with the following payments and benefits (collectively referred to as the “**Separation Benefits**”):

(i) **Severance Payment.** MEI will pay you a lump sum payment of \$414,140, which is equal to 12 months of your annual base salary, as soon as administratively practicable after the Effective Date (but not later than 60 days after the Retirement Date).

(ii) **Stock Option Accelerated Vesting and Exercise Period.** Your outstanding options to purchase MEI common stock shall vest and become exercisable on an accelerated basis as of the Retirement Date for the same number of shares that would have vested had you continued to be employed by MEI through December 31, 2022 (so that your total vested stock options will be as set forth on the attached Exhibit A). All other unvested stock options shall terminate and be forfeited as of the Retirement Date. You may exercise your vested stock options through December 31, 2022, or until the expiration of the term, if earlier, subject to the terms of the applicable option agreements (other than the 90 day post-termination exercise period, which shall not apply).

(c) **Early Termination of Employment.** If you resign or you are terminated for Cause, in each case prior to December 31, 2021, your employment with MEI will end as of such date, and you will only be eligible to receive the payments and benefits set forth in Section 2(d), below; for the avoidance of doubt, you will not be eligible to receive any of the Separation Benefits. If MEI terminates your employment without Cause prior to December 31, 2021, you will receive the Separation Benefits described in Section 2(b) if you meet the eligibility requirements of Section 2(a)(ii), (iii) and (iv), above. “**Cause**” shall have the meaning given that term in the Employment Agreement.

(d) **Other Payments.** Regardless of whether you sign this Agreement or when or why your employment with MEI terminates, MEI will provide you with any earned but unpaid base salary through the Retirement Date, reimbursement for any outstanding expenses for which you have not been reimbursed and which are authorized, any accrued but unused vacation, and any vested benefits under MEI’s employee benefit plans in accordance with the terms of such plans, as accrued through the Retirement Date.

(e) **Benefits Termination.** For purposes of any benefits provided under any MEI benefits plan, your employment will terminate on the Retirement Date, and benefits will cease on the Retirement Date, consistent with the terms of the applicable benefit plans. You will receive information, under separate cover, regarding your rights under the COBRA health coverage continuation provisions of applicable law, as well as time frames necessary for continuations, conversions and/or distribution of benefits under MEI’s benefit programs after your employment terminates. MEI reserves the right, in its sole discretion, to change or discontinue its benefit plans at any time, with or without prior notice.

3. **Release of Claims.** In exchange for the Separation Benefits, you hereby waive, to the fullest extent permitted by law, all claims available under federal, state or local law against MEI and the trustees, officers, employees, and agents of MEI, including but not limited to all claims arising out of your employment with MEI or the termination of that employment, and all claims arising under the Employment Agreement, or arising under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Employee Retirement

Income Security Act, the Equal Pay Act, the Genetic Information Non-discrimination Act, the Family and Medical Leave Act, Section 1981 of U.S.C, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, California's Fair Employment and Housing Act, the Unruh Civil Rights Act, the California Business and Professions Code, California Equal Pay Law, California Whistleblower Protection Laws, California Family Rights Act, California Pregnancy Disability Leave Law, California Paid Sick Days, California Labor Code, California WARN law, any applicable California Industrial Welfare Commission Wage Order, wrongful termination in violation of public policy (*Tameny* claims), the California Constitution or any common law, as well as any claims arising under any federal, state or local fair employment practices statutes, regulations, or ordinances, wrongful termination claims, breach of contract claims, discrimination claims, harassment claims, retaliation claims, claims for unpaid wages or other compensation, whistleblower claims (to the fullest extent they may be released under applicable law), defamation or other tort claims, and claims for attorneys' fees and costs.

You specifically acknowledge that you are aware of and familiar with the provisions of CALIFORNIA CIVIL CODE SECTION 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

For the purpose of implementing a full and complete release, you hereby expressly waive all rights and benefits you may have under this section, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind, and acknowledge that the release set forth in this Agreement is intended to include the discharge of all claims which you do not know or suspect to exist at the time this Agreement is effective. You agree and acknowledge that this is a knowing and voluntary waiver.

Notwithstanding the foregoing, you are not waiving your right to (i) any vested benefits under a MEI benefit plan, the rights to which are governed by the terms of the applicable plan documents and/or award agreement, (ii) claims for unemployment or workers' compensation benefits, (iii) any medical claim incurred during your employment that is payable under applicable medical plans or a MEI-insured liability plan, (iv) claims arising after the date on which you sign this Agreement, (v) any rights to indemnification and defense under MEI's bylaws and under directors and officers insurance with respect to your service as an employee or officer of MEI, or (vi) claims that are not otherwise waivable under applicable law.

4. **Continuing Obligations.** You agree that you remain bound by any prior restrictive covenant agreements between you and MEI, including without limitation the Proprietary Information Agreement. In addition:

(a) **Limits on Adverse Comments.** Except as provided in Section 6 below, you agree that you will not make or authorize any written or oral statements that are false, disparaging or defamatory about MEI or its affiliates or their respective directors, officers or employees.

(b) **Duty of Cooperation.** You agree to reasonably cooperate with MEI and its counsel after the Retirement Date with respect to any matter (including any litigation, investigation, or governmental proceeding) which relates to your employment with MEI. This cooperation may include appearing from time-to-time for conferences and interviews at mutually agreeable times and providing the officers of MEI and its counsel with the full benefit of your knowledge with respect to any such matter. MEI agrees to reimburse you for any reasonable out-of-pocket expenses incurred by you in connection with such cooperation and mutually agreed upon in advance by you and MEI.

5. **Return of Records and Equipment.** On or before your Retirement Date, you will return to MEI all documents, manuals, office equipment, credit cards and other things belonging to MEI which you have borrowed or which you possess or control. To the extent that you have made use of your own personal computing devices (e.g., PDA, laptop, thumbdrive, etc.) during employment with MEI, you agree to delete all MEI property and information from such personal computing devices, and/or permit MEI to remotely delete all MEI property and information from such personal computing devices. You authorize MEI to deduct from your paycheck or amounts paid under this Agreement any money owed MEI as a result of items which are not returned or for loans or advances you have received and which remain unpaid, if you agreed to allow such deductions at the time the loans or advances were made. The obligations described in this Section 5 are in addition to your obligations to return Company documents and other property as set forth in Section 6 of the Proprietary Information Agreement.

6. **Reports to Government Entities.** Nothing in this Agreement restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation the EEOC, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, you are waiving your right to receive any individual monetary relief from MEI or any others covered by the Release of Claims resulting from such claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, MEI will be entitled to an offset for the payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law.

Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

7. **No Other Amounts Due.** You agree and represent that other than as provided for in this Agreement, you have received all entitlements due from MEI relating to your employment with MEI or under your Employment Agreement, including but not limited to, all wages earned, including without limitation all commissions and bonuses, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that MEI has no obligation to pay any additional amounts, other than the payments and benefits described herein. Except as expressly provided for herein, your Employment Agreement with MEI is hereby terminated. You further acknowledge that the payments and benefits provided under this Agreement fully satisfy the Company's obligations to provide benefits under the Employment Agreement and any other Company benefit plan which could provide severance or other similar benefits.

8. **Notices.** Notices and all other communications provided for in this Agreement shall be delivered (a) to you, at the last address maintained in MEI's records, and (b) to MEI, by delivering such notice or communications to the individual and at the address, including e-mail address, set forth below.

MEI Pharma, Inc.
11455 El Camino Real, Suite 250
San Diego, CA 92130
Atten: David Urso
urso@meipharma.com

9. **Medicare Disclaimer.** You represent that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to notify MEI in accordance with the notice provisions set forth in Section 8, above.

10. **Acknowledgement of Voluntariness and Time to Review.** You acknowledge that:

(a) You have read this Agreement and you understand it;

(b) You are signing this Agreement voluntarily in order to release your claims against MEI in exchange for, the Separation Benefits, which, in the aggregate, are greater than you would have otherwise received;

(c) You are signing this Agreement twice: the first time, within 21 days of receiving it; and the second time, upon or within 21 days after the Retirement Date;

(d) You were offered at least 21 days to consider your choice to sign this Agreement both times;

(e) MEI advises you to consult with an attorney;

(f) You know that you can revoke this Agreement within 7 days of signing it and that the Agreement does not become effective until that 7-day period has passed;

(g) If you sign and do not revoke this Agreement within 21 days of receiving it, and then you do not reaffirm the Agreement (or you revoke the reaffirmation) upon or after the Retirement Date, MEI will not be obligated to pay you the Separation Benefits;

(h) To revoke this Agreement, you agree to notify MEI in accordance with the notice provisions set forth in Section 8 above;

(i) You agree that changes to this Agreement before its execution, whether material or immaterial, do not restart your time to review the Agreement; and

(j) You acknowledge that nothing in this Agreement is an admission of any wrongdoing, liability, or unlawful activity by you or by MEI.

11. **Effective Date.**

(a) **Effective Date.** This Agreement will become effective and enforceable upon the expiration of the seven business day revocation period provided for in Section 10(f), above (the “**Effective Date**”). If you fail to return an executed original to MEI in accordance with the notice provisions set forth in Section 8 above, within 21 days after you receive this Agreement, then this Agreement, including but not limited to the obligation of MEI to provide the Separation Benefits, shall be deemed automatically null and void.

(b) **Revocation Period.** When you sign this Agreement the first time, the Agreement becomes effective immediately after the 7-day revocation period following that signature, if you do not revoke the Agreement. When you sign this Agreement the second time, your second signature becomes effective immediately after the 7-day revocation period following that second signature, if you do not revoke the Agreement.

12. **Section 409A.** This Agreement is intended to comply with the requirements of section 409A of the Internal Revenue Code (“**section 409A**”) or an exception, and shall be administered accordingly. Notwithstanding anything in the Agreement to the contrary, distributions may only be made

under the Agreement upon an event and in a manner permitted by section 409A or an applicable exemption. Payments to be made upon termination of employment under this Agreement may only be made upon a "separation from service" under section 409A. For purposes of section 409A, each payment shall be treated as a separate payment. In no event may you, directly or indirectly, designate the calendar year of a payment.

13. **Entire Agreement.** This Agreement contains the full agreement between you and MEI and completely supersedes any prior written or oral agreements or representations concerning the subject matter thereof (including but not limited to the Employment Agreement), other than the Proprietary Information Agreement. Any oral representation or modification concerning this Agreement shall be of no force or effect.

14. **Severability.** In the event a court, arbitrator, or other entity with jurisdiction determines that any portion of this Agreement (other than the general release clause) is invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

15. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of California, without reference to that jurisdiction's choice of law rules.

16. **Tax Withholding.** All payments under this Agreement are subject to applicable tax withholding.

17. **Signature.** If you choose to accept this Agreement, please sign the Agreement, and return this Agreement to MEI in accordance with the notice provisions set forth in Section 8 above, no later than 21 days after you receive this Agreement.

[Signature Page Follows.]

I agree to all terms of the Agreement as of the date of this signature.

(To Be Signed Within 21 Days of Receiving This Agreement)

Brian G. Drazba

/s/ Brian G. Drazba

Date: August 2, 2021

MEI Pharma, Inc.

/s/ Daniel P. Gold

By: Daniel P. Gold

Title: Chief Executive Officer

Date: August 2, 2021

I hereby reaffirm the terms of the Agreement. I agree to all terms of the Agreement as of the date of this signature.

(To Be Signed Within 21 Days of the Retirement Date)

Brian G. Drazba

Date:

MEI Pharma, Inc.

By:

Title:

Date:

Exhibit A

Vested Stock Options



MEI Pharma Announces Planned Chief Financial Officer Transition

Brian Drazba, Chief Financial Officer of MEI Pharma, to Retire at the End of 2021

SAN DIEGO, August 5, 2021 — MEI Pharma, Inc. (NASDAQ: MEIP), a late-stage pharmaceutical company focused on advancing new therapies for cancer, today announced that Brian Drazba, chief financial officer of MEI Pharma, has informed the company that he is retiring. Mr. Drazba, an industry veteran who has overseen financial operations since joining in April 2017, will continue to serve in his current role and provide transitional support through the end of 2021.

“On behalf of the entire MEI team, I would like to thank Brian for his contributions and leadership over the last four years,” said Daniel P. Gold, Ph.D., president and chief executive officer of MEI Pharma. “Brian has played a prominent role in MEI’s growth over the years and in building and strengthening the company’s financial infrastructure. I personally wish Brian all the best in his next chapter.”

Ahead of Mr. Drazba’s retirement, the company has initiated a search for a new chief financial officer.

About MEI Pharma

MEI Pharma, Inc. (Nasdaq: MEIP) is a late-stage pharmaceutical company focused on developing potential new therapies for cancer. MEI Pharma’s portfolio of drug candidates contains four clinical-stage assets, including zandelisib, currently in multiple ongoing clinical trials which may support marketing approvals with the U.S. Food and Drug Administration and other regulatory authorities globally. Each of MEI Pharma’s pipeline candidates leverages a different mechanism of action with the objective of developing therapeutic options that are: (1) differentiated, (2) address unmet medical needs and (3) deliver improved benefit to patients either as standalone treatments or in combination with other therapeutic options. For more information, please visit www.meipharma.com. Follow us on Twitter [@MEI_Pharma](https://twitter.com/MEI_Pharma) and on [LinkedIn](https://www.linkedin.com/company/meipharma).

Forward-Looking Statements

Under U.S. law, a new drug cannot be marketed until it has been investigated in clinical studies and approved by the FDA as being safe and effective for the intended use. Statements included in this press release that are not historical in nature are “forward-looking statements” within the meaning of the

“safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. You should be aware that our actual results could differ materially from those contained in the forward-looking statements, which are based on management’s current expectations and are subject to a number of risks and uncertainties, including, but not limited to, our failure to successfully commercialize our product candidates; costs and delays in the development and or FDA approval, or the failure to obtain such approval, of our product candidates; uncertainties or differences in interpretation in clinical trial results; the impact of the COVID-19 pandemic on our industry and individual companies, including on our counterparties, the supply chain, the execution of our clinical development programs, our access to financing and the allocation of government resources; our inability to maintain or enter into, and the risks resulting from our dependence upon, collaboration or contractual arrangements necessary for the development, manufacture, commercialization, marketing, sales and distribution of any products; competitive factors; our inability to protect our patents or proprietary rights and obtain necessary rights to third party patents and intellectual property to operate our business; our inability to operate our business without infringing the patents and proprietary rights of others; general economic conditions; the failure of any products to gain market acceptance; our inability to obtain any additional required financing; technological changes; government regulation; changes in industry practice; and one-time events. We do not intend to update any of these factors or to publicly announce the results of any revisions to these forward-looking statements.

Contacts:

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