
**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): December 16, 2019

RESPIRERX PHARMACEUTICALS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-16467
(Commission
File Number)

33-0303583
(I.R.S Employer
Identification No.)

126 Valley Road, Suite C
Glen Rock, New Jersey
(Address of principal executive offices)

07452
(Zip Code)

Registrant's telephone number, including area code: (201) 444-4947

(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:

- 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(s)	Name of each exchange on which registered
N/A	N/A	N/A

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 1.01 Entry into a Material Definitive Agreement.

On December 16, 2019, RespireRx Pharmaceuticals Inc. (the “Company”) and Salamandra, LLC (“Salamandra”) entered into an amendment (the “Amendment”) to the settlement agreement and release, executed August 21, 2019 (the “Original Settlement Agreement” and as amended, the “Amended Settlement Agreement”) regarding \$202,395 in amounts owed by the Company to Salamandra (as reduced by any further payments by the Company to Salamandra, the “Full Amount”) in connection with an arbitration award previously granted in favor of Salamandra in the Superior Court of New Jersey.

Under the terms of the Original Settlement Agreement, the Company was to pay Salamandra \$125,000 on or before November 30, 2019 in full satisfaction of the Full Amount owed, subject to conditions regarding the Company’s ability to raise certain dollar amounts of working capital. Under the Amended Settlement Agreement, (i) the Company must pay to Salamandra \$25,000 on or before December 21, 2019, (ii) upon such payment, Salamandra must cease all collection efforts against the Company until March 31, 2020 (the “Threshold Date”), and (iii) the Company must pay to Salamandra \$100,000 on or before the Threshold Date if the Company has at that time raised \$600,000 in working capital. Such payments by the Company would constitute satisfaction of the Full Amount owed and would serve as consideration for the dismissal of the action underlying the arbitration award and the mutual releases set forth in the Amended Settlement Agreement. If the Company raises less than \$600,000 in working capital before the Threshold Date, the Company may pay to Salamandra an amount equal to 21% of the working capital amount raised, in which case such payment will reduce the Full Amount owed on a dollar-for-dollar basis, and Salamandra may then seek collection on the remainder of the debt.

The description of the Original Settlement Agreement does not purport to be complete and is qualified in its entirety by reference to the Original Settlement Agreement, which is included as Exhibit 99.4 to the Current Report on Form 8-K filed by the Company on August 27, 2019, and is incorporated herein by reference. The description of the Amended Settlement Agreement does not purport to be complete and is qualified in its entirety by reference to the Original Settlement Agreement, as filed, and the Amendment, which is included as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

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

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

A list of exhibits that are filed as part of this report is set forth in the Exhibit Index, which is presented elsewhere in this document, and is incorporated herein by reference.

EXHIBIT INDEX

Exhibit Number	Exhibit Description
99.1	<u>First Amendment to Settlement Agreement and Release, dated as of December 16, 2019, between RespireRx Pharmaceuticals Inc. and Salamandra, LLC.</u>

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.

Date: December 18, 2019

RESPIRERX PHARMACEUTICALS INC.
(Registrant)

By: /s/ Jeff E. Margolis

Jeff E. Margolis

SVP, CFO, Secretary and Treasurer

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

Salamandra, LLC v. RespireRX Pharmaceuticals, Inc.

Docket No. BER- DJ-077072-18

This FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AND RELEASE (the "Amendment") is made by and between Salamandra, LLC ("Plaintiff") and RespireRX Pharmaceuticals, Inc. ("Defendant"). Collectively, Plaintiff and Defendant are referred to herein as the "Parties."

WHEREAS The Parties entered into a Settlement Agreement dated July 31, 2019; and

WHEREAS the Parties wish to amend the Settlement Agreement on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound by this Amendment, agree as follows:

1. Defendant shall pay Plaintiff \$25,000 within five (5) days of this Amendment being fully executed. The \$25,000 shall reduce the Defendant's payment obligation of \$125,000 in the Settlement Agreement so that the remaining Settlement Payment is \$100,000. In consideration for the \$25,000, Plaintiff agrees that Defendant has until March 31, 2020 to raise \$600,000 in working capital. If the Defendant is unable to raise the working capital or make the balance of the Settlement Payment before March 31, 2020, the Settlement Agreement becomes null and void and the releases contained therein will never become effective. Plaintiff shall cease and desist with any and all collection efforts against Defendant until March 31, 2020.

2. The remainder of the terms of the Settlement Agreement remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BENEATH EACH PARTY'S SIGNATURE BELOW:

SALAMANDRA, LLC

By: /s/ Richard Krasnow

Name: Richard Krasnow, Ph.D.

Title: Operating Director

Dated: 12/13/2019 8:38 PM

RESPIRERX PHARMACEUTICALS, INC.

By: /s/ Jeff Eliot Margolis

Name: Jeff Eliot Margolis

Title: Senior Vice President, Chief Financial Officer, Treasurer,
Secretary

Dated: 12/16/19
