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**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): January 13, 2021

**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.

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## Item 1.01. Entry into a Material Definitive Agreement

### FirstFire Note Waiver and Amendment

On January 13, 2021, RespireRx Pharmaceuticals Inc. (the “Company”) and FirstFire Global Opportunities Fund LLC (“FF”) entered into a Waiver and Amendment (the “FF Amendment”) to that certain Convertible Promissory Note, dated July 2, 2020 (the “FF Note”).

Pursuant to the FF Amendment, FF waived the following defaults under the FF Note: (i) the Company’s failure to make amortization payments that were due on each of November 1, 2020, December 1, 2020 and January 1, 2021; (ii) the Company’s failure to give prior written notice to FF of the January 5, 2021 10-for-1 reverse stock split (the “Reverse Split”); (iii) the Company’s failure to maintain the listing of the common stock of the Company, par value \$0.001 per share (“Common Stock”) on the OTC QB Venture Market; and (iv) the Company’s failure to give the required prior notice of the record date of the special meeting of shareholders called to approve the Reverse Split.

In addition, the FF Amendment amends the schedule of amortization payments under the FF Note such that no amortization payment is due until February 28, 2021, when \$121,000 will be due. The remaining \$30,250 will be due on March 1, 2021, unless earlier paid by FF’s conversion of the FF Note.

The FF Amendment also amends the FF Note such that no adjustment was made to the conversion price of the FF Note as a result of the Reverse Split.

The FF Note was filed by the Company on July 7, 2020 as an exhibit to a Current Report on Form 8-K.

### White Lion Note Waiver

On January 13, 2021, the Company and White Lion Capital, LLC (“WL”) entered into a Waiver (the “WL Waiver”) with respect to that certain 8% Fixed Promissory Note, dated July 28, 2020, as amended by that Amendment No. 1 to 8% Fixed Promissory Note, dated September 30, 2020 (as amended, the “WL Note”).

Under the terms of the WL Waiver, WL waives the Company’s failure to maintain the listing of its Common Stock on the OTC QB Venture Market. This waiver is effective through and until February 9, 2021. The WL Waiver further provides that, if the Common Stock is relisted on the OTC QB Venture Market on or before February 9, 2021, the parties agree that no event of default will be deemed to have occurred as a result of the previous delisting.

The WL Note was filed by the Company on August 3, 2020, and the amendment was filed on October 5, 2020, each as exhibits to Current Reports on Form 8-K.

The foregoing descriptions of the FF Amendment and the WL Waiver do not purport to be complete and are qualified in their entirety by reference to the FF Amendment and the WL Waiver, copies of which are attached to this Current Report on Form 8-K as Exhibits 99.1 and 99.2, respectively.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit Number</u>	<u>Exhibit Description</u>
99.1	<a href="#"><u>Waiver and Amendment to Convertible Promissory Note, dated January 13, 2021, by and between RespireRx Pharmaceuticals Inc. and FirstFire Global Opportunities Fund LLC.</u></a>
99.2	<a href="#"><u>Waiver with Respect to 8% Fixed Promissory Note, dated January 13, 2021, by and between RespireRx Pharmaceuticals Inc. and White Lion Capital, LLC.</u></a>

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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: January 20, 2021

RESPIRERX PHARMACEUTICALS INC.  
(Registrant)

By: /s/ Jeff E. Margolis

Jeff E. Margolis

SVP, CFO, Secretary and Treasurer

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**WAIVER AND AMENDMENT  
TO CONVERTIBLE PROMISSORY NOTE**

This Waiver and Amendment to Convertible Promissory Note (this “Waiver and Amendment”), dated as of January 13, 2021, by and between FirstFire Global Opportunities Fund LLC, a Delaware limited liability company (the “Investor”) and RespireRx Pharmaceuticals Inc., a Delaware corporation (the “Company” and, together with the Investor, the “Parties”). Capitalized terms used and not defined herein have the respective meanings assigned to them in the Note (as defined below).

WHEREAS, the Company issued to the Investor a Convertible Promissory Note, dated July 2, 2020 (the “Note”);

WHEREAS, the Company failed to make amortization payments to the Investor of \$30,250.00 on each of November 1, 2020, December 1, 2020, and January 1, 2021, as is required by Section 1.10 of the Note;

WHEREAS, the Company has requested that the Investor waive the requirements of Section 1.10 solely with respect to the payments due on each of November 1, 2020, December 1, 2020 and January 1, 2021;

WHEREAS, the Parties desire to amend Section 1.10 of the Note such that (i) no amortization payment is due as of November 1, 2020, December 1, 2020, or January 1, 2020, (ii) no amortization payment is due on February 1, 2020, and (iii) an amortization payment of \$121,000.00 is due on February 28, 2021 unless earlier paid by the Investor’s conversion of the Note, which conversion would take into account any amortization amount due and payable.

WHEREAS, the Company effectuated a 10-for-1 reverse stock split (the “Reverse Split”) on January 5, 2020 without providing prior written notice to the Investor, as appropriate; and

WHEREAS, in consideration of the amendments and waivers set forth herein, the Parties desire to amend Section 1.6(b) of the Note such that no adjustment to the Conversion Price is made in respect of the Reverse Split.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Note and this Waiver and Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Waivers. The Investor hereby waives (i) Section 1.10 of the Note, solely with respect to the payments due on each of November 1, 2020, December 1, 2020 and January 1, 2021, such that the Company’s failure to make amortization payments on those dates shall not constitute a breach of any provision under the Note; (ii) Section 1.7 of the Note, such that neither (a) the Company’s failure to give prior written notice to the Investor of the Reverse Split as required nor (b) the delisting of the Company’s common stock by the OTC QB Venture Market, and the related cessation of trading on such market, shall trigger an adjustment to the Conversion Price; (iii) Section 3.14 of the Note, such that the Company’s failure to give required prior written notice to the Investor of the Reverse Split shall not constitute an Event of Default under the Note and (iv) Section 1.6(b) such that the Company’s failure to give required prior notice of the record date of the special meeting of shareholders to approve the Reverse Split shall not constitute a breach of any provision under the Note.

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2. Amendments.

(i) Section 1.10 is hereby amended and restated in its entirety to read as follows:

“Amortization Payments. The Borrower shall make the following amortization payments in cash to the Holder towards the repayment of this Note, as provided in the following table:

Payment Date:	Payment Amount:
11/01/2020	\$ 0.00
12/01/2020	\$ 0.00
01/01/2021	\$ 0.00
02/01/2021	\$ 0.00
02/28/2021	\$ 121,000.00
03/01/2021	\$ 30,250.00

Provided, that to the extent that Holder makes a conversion of Principal Amount or interest under this Note into shares of Common Stock at any time during the remaining life of the Note, the dollar amount converted shall reduce the 02/28/21 payment amount until satisfied in full before a conversion reduces the 03/01/2021 payment amount, and shall reduce the 03/01/21 payment amount until satisfied in full before a conversion reduces the amount of interest accrued.”

(ii) Section 1.6(b) is hereby amended to place the following sentence at the end of Section 1.6(b):

“Notwithstanding anything to the contrary herein, no adjustment or provision pursuant to this Section 1.6(b) shall be effected with respect to the reverse stock split effectuated by the Borrower on January 5, 2021, such that the Conversion Price shall remain \$0.02 upon the effectuation of such reverse stock split.”

3. Effect of Waiver and Amendment. Except as amended or waived hereby, the existing Note is in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect and are hereby incorporated by reference, except as waived, modified, amended and/or restated as set forth herein. In the event of any inconsistency or conflict between the provisions of the Note and this Waiver and Amendment, the provisions of this Waiver and Amendment will prevail and govern. All references to the existing Note shall hereinafter refer to the existing Note as waived and amended by this Waiver and Amendment.

4. Governing Law. This Waiver and Amendment, and the rights and obligations of the parties hereunder, will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

5. Entire Agreement. This Waiver and Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior understandings and writings between the Parties relating thereto.

6. Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Waiver and Amendment.

7. Counterparts. This Waiver and Amendment may be executed in counterparts and delivered by facsimile or any similar electronic transmission device, each of which shall be deemed an original, but all of which shall be considered one and the same agreement.

*[signature page follows]*

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IN WITNESS WHEREOF, the Parties have executed this Waiver and Amendment as of the date first written above.

RESPIRERX PHARMACEUTICALS, INC.

By: /s/ Jeff Eliot Margolis

Name: Jeff E. Margolis

Title: SVP, CFO, Treasurer and Secretary

FIRSTFIRE GLOBAL OPPORTUNITIES FUND LLC

By: FirstFire Capital Management, LLC, its Manager

By: /s/ Eli Fireman

Name: Eli Fireman

Title:

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**WAIVER  
WITH RESPECT TO  
8% FIXED PROMISSORY NOTE**

This Waiver, dated as of January 13, 2021 (this “Waiver”), is made by White Lion Capital LLC, a Nevada limited liability company (the “Investor”), in favor of RespireRx Pharmaceuticals Inc., a Delaware corporation (the “Company” and, together with the Investor, the “Parties”). Capitalized terms used and not defined herein have the respective meanings assigned to them in the Note (as defined below).

WHEREAS, the Company issued to the Investor an 8% Fixed Promissory Note, dated July 28, 2020, as amended by that Amendment No. 1 to 8% Fixed Promissory Note, dated September 30, 2020 (as amended, the “Note”);

WHEREAS, on December 11, 2020, the Company’s common stock (the “Common Stock”) was delisted by the OTC QB Venture Market due to the Company’s failure to meet minimum listing requirements;

WHEREAS, pursuant to Section 3(a)(xi) of the Note, such delisting constitutes an Event of Default under the Note;

WHEREAS, in order for the Common Stock to recommence trading on the OTC QB Venture Market, the Common Stock must maintain a closing bid price of at least \$0.01 for 30 consecutive calendar days, and to increase the likelihood of meeting this standard, the Company effectuated a 10-for-1 reverse stock split on January 5, 2020; and

WHEREAS, the Company has requested that the Investor waive the Event of Default triggered by the delisting of its Common Stock until February 9, 2021.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Waiver. The Investor hereby waives the Event of Default set forth in Section 3(a)(xi) of the Note through and until February 9, 2021, such that the delisting of the Company’s Common Stock shall not constitute an Event of Default under the Note until such date. For the avoidance of doubt, if the Company’s Common Stock is relisted on the OTC QB Venture Market on or prior to February 9, 2021, the Parties agree that no Event of Default shall have occurred with respect to the previous delisting.

2. No Other Modifications. Except as expressly set forth herein, nothing contained in this Waiver will be deemed or construed to amend, supplement, or modify the Note or otherwise affect the rights and obligations of any party thereto, or any other arrangement between or among the Parties, all of which remain in full force and effect.

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3. Miscellaneous.

(a) This Waiver shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware without giving effect to any conflict of laws rule or principle that might require the application of the laws of another jurisdiction.

(b) This Waiver shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) This Waiver may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

(d) This Waiver constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

*[signature page follows]*

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IN WITNESS WHEREOF, the Parties have executed this Waiver as of the date first written above.

RESPIRERX PHARMACEUTICALS INC.

By: /s/ Jeff Eliot Margolis

Name: Jeff Eliot Margolis

Title: SVP, CFO, Treasurer and Secretary

WHITE LION CAPITAL LLC

/s/ Yash Thukral

By: Yash Thukral

Title: Managing Partner

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