
**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): November 17, 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.

Item 1.01 Entry into a Material Definitive Agreement.

Convertible Promissory Note Amendment

Dated November 23, 2021 with an effective date as of November 17, 2021, RespireRx Pharmaceuticals Inc. (the “Company”) and FirstFire Global Opportunities Fund, LLC (“FirstFire”) entered into Amendment No. 1 to Convertible Promissory Note (the “Note Amendment No. 1”) to that certain Convertible Promissory Note, dated as of February 17, 2021, (the “Promissory Note”), issued by the Company for the benefit of FirstFire. The Note Amendment No. 1 changes the maturity date of the Promissory Note from November 17, 2021 to February 17, 2022.

The foregoing description of the Note Amendment does not purport to be complete and is qualified in its entirety by reference to the Note Amendment, a copy of which is attached to this Current Report on Form 8-K as Exhibit 99.1.

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.

Exhibit

No.	Exhibit Description
99.1*	Amendment No. 1 to Convertible Promissory Note, dated November 23, 2021, effective November 17, 2021.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

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: November 23, 2021

RESPIRERX PHARMACEUTICALS INC.
(Registrant)

By: /s/ Jeff E. Margolis

Jeff E. Margolis

SVP, CFO, Secretary and Treasurer

AMENDMENT NO. 1

To

CONVERTIBLE PROMISSORY NOTE

This Amendment No. 1 to Convertible Promissory Note (this "Amendment") dated November 23, 2021, effective as of November 17, 2021 (the "Effective Date"), is made by and among RespireRx Pharmaceuticals Inc., a Delaware corporation (the "Company") and FirstFire Global Opportunities Fund LLC, a Delaware limited liability company (the "Holder").

WHEREAS, Company and Holder (collectively, the "Parties") are parties to that certain Convertible Promissory Note, dated February 17, 2021 (the "Note");

WHEREAS, the Parties acknowledge that \$80,000.00 of the principal amount and none of the accrued interest was repaid by the Company on November 8, 2021, leaving \$32,000.00 of remaining principal amount plus accrued interest in an amount equal to the full amount of interest that would be payable over the term of the Note, which interest amount was guaranteed as of February 19, 2021;

WHEREAS, the Parties desire to amend the maturity date from November 17, 2021 to February 17, 2022 (the "Amended Maturity Date");

WHEREAS, the Parties desire to clarify the method by which interest shall be calculated through the Amended Maturity Date;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Note and this Amendment, the Parties hereby agree as follows:

1. Amendments.

- (a) The next to last sentence of the first paragraph that commences with "FOR VALUE RECEIVED..." shall be amended to read as follows: "The maturity date for this Note shall be the Amended Maturity Date, which is twelve (12) months from the Issue Date, and is the date upon which the Principal Amount as well as any accrued and unpaid interest and other fees shall be due and payable."
- (b) Immediately following the paragraph referenced in 1(a), above, a new paragraph shall be inserted that reads as follows: "Accrued but unpaid interest through November 17, 2021 shall be \$8,376.99, and additional guaranteed interest shall be at the rate of 10% per annum, on the remaining principal amount of \$32,000, for an additional guaranteed interest amount of \$806.58 through the Amended Maturity Date."
- (c) All references in the Note to the "Maturity Date" are now references to the "Amended Maturity Date".

2. Miscellaneous.

(a) Effect of this Amendment. Except as amended 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 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 Amendment, the provisions of this Amendment will prevail and govern. All references to the existing Note shall hereinafter refer to the existing Note as amended by this Amendment.

(b) No novation. The Parties agree that this Amendment Agreement does not create a novation.

(c) Governing Law. This Amendment Agreement, and the rights and obligations of the parties hereunder, will be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

(d) Entire Agreement. This Amendment and the Note constitute 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. To the extent that certain Securities Purchase Agreement among the Parties, dated February 17, 2021 ("SPA") and other related transaction documents contain references to the Note that are inconsistent with the intent of this Amendment, such SPA and other related transaction documents shall be deemed amended to be consistent with the intent of this Amendment.

(e) 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 Amendment.

(f) Counterparts. This 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]

IN WITNESS WHEREOF, the Company has duly executed this Amendment dated November 23, 2021, with effect as of the Effective Date.

RESPIRERX PHARMACEUTICALS INC.

By: /s/ Jeff Eliot Margolis

Name: Jeff E. Margolis

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

Agreed and Accepted:

FirstFire Global Opportunities Fund LLC

By: /s/ Eli Fireman

Name: Eli Fireman

Title: Manager

[Signature Page to 2020 Note Amendment]
