

---

---

**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): March 24, 2022

**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.

### Security Purchase Agreement Amendment and related Convertible Promissory Note Amendment

Amendment No. 1 to Security Purchase Agreement. On March 24, 2022, effective as of February 17, 2022, RespireRx Pharmaceuticals Inc. (the “Company”) and FirstFire Opportunities Fund LLC (“FirstFire”) entered into a first amendment to that certain Securities Purchase Agreement, dated as of February 17, 2021 (“SPA Amendment No. 1”) SPA Amendment No. 1 changes the governing law from the State of New York to the State of Delaware.

The foregoing description of the SPA Amendment No. 1 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.

Amendment No. 2 to Convertible Promissory Note. On March 24, 2022, effective as of February 17, 2022, the Company and FirstFire entered into a second amendment to that certain Convertible Promissory Note dated February 17, 2021 (“Note”) as amended by a first amendment to the Note which was amended on November 23, 2021, effective on November 17, 2021 (“Note Amendment No. 1”) which second amendment is referred to herein as “Note Amendment No. 2.” Note Amendment No. 2 changes the maturity date of the Note as amended by Note Amendment No. 1 to June 17, 2022, increases the guaranteed interest by and additional \$1,858.63 and changes governing law from the State of New York to the State of Delaware.

The foregoing description of the Note Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to Note Amendment No. 2, a copy of which is attached to this Current Report on Form 8-K as Exhibit 99.2.

## 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.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
99.1*	<a href="#">Amendment No. 1 to Securities Purchase Agreement</a>
99.2*	<a href="#">Amendment No. 2 to Convertible Promissory Note</a>
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: March 28, 2022

RESPIRERX PHARMACEUTICALS INC.  
(Registrant)

By: /s/ Jeff E. Margolis

Jeff E. Margolis

SVP, CFO, Secretary and Treasurer

---

## AMENDMENT NO. 1

To

SECURITIES PURCHASE  
AGREEMENT

This Amendment No. 1 (this "Amendment") dated March 24, 2022 and effective as of February 17, 2022 ("Effective Date") to Securities Purchase Agreement 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 Securities Purchase Agreement dated as of February 17, 2021;

**WHEREAS**, the Parties wish to amend the governing law from the State of New York to the State of Delaware;

**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) Section 8. entitled Governing Law; Miscellaneous. of the SPA shall be amended by replacing the first two sentences with the following: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions by this Agreement, the Note or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in the state courts of New York or in the federal courts located in the state of New York.

**2. Miscellaneous.**

(a) Effect of this Amendment. Except as amended hereby, the existing SPA 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 SPA and this Amendment, the provisions of this Amendment will prevail and govern. All references to the existing SPA shall hereinafter refer to the existing SPA 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 Delaware, without giving effect to principles of conflicts of law.

(d) Entire Agreement. This Amendment and the SPA 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 Convertible Promissory Note, dated February 17, 2021 ("Note") and other related transaction documents contain references to the SPA that are inconsistent with the intent of this Amendment, this Amendment, the SPA as amended and other related transaction documents shall be deemed amended to be consistent with the intent of this Note, as amended.

(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 March 24, 2022, 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]*

---

## AMENDMENT NO. 2

To

CONVERTIBLE PROMISSORY  
NOTE

This Amendment No. 2 (this "Amendment") dated March 24, 2022 and effective as of February 17, 2022 ("Effective Date") to Convertible Promissory Note as amended by Amendment No. 1, 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") which was amended on November 23, 2021, effective on November 17, 2021;

**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 amended maturity date from February 17, 2022 to June 17, 2022 (the "Further Amended Maturity Date");

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

**WHEREAS**, the Parties wish to amend the governing law from the State of New York to the State of Delaware;

**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 Note that commences with "FOR VALUE RECEIVED..." shall be amended to read as follows: "The maturity date for this Note shall be the Further Amended Maturity Date, which is sixteen (16) 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 of the Note 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 \$1,858.63 through the Further Amended Maturity Date."
- (c) All references in the Note to the "Maturity Date" are now references to the "Further Amended Maturity Date".
- (d) Section 4.6 entitled Governing Law; Venue; Attorney's Fees. of the Note shall be amended by replacing the first two sentences with the following: This Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions by this Note or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in the state courts located in the state of New York or federal courts located in the state of New York.

**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 Delaware, 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 February 24, 2022, 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]*

---