
**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): September 26, 2023

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 September 26, 2023, RespireRx Pharmaceuticals Inc. (the “Company” or the “Corporation”) entered into a Settlement and Exchange Agreement (“Settlement Agreement”) with DNA Healthlink, Inc. (“DNA Healthlink”), a vendor that provides the Company with the services of our Senior Vice President of Research and Development, Richard Purcell. Also on September 26, 2023, the Company and DNA Healthlink entered into the Second Amendment to Consulting Agreement (“Amendment”).

Pursuant to the terms of the Settlement Agreement, the parties agreed that the Company owed DNA Healthlink \$394,000 and that in settlement of \$50,000 of the \$394,000 owed, DNA Healthlink would be issued 250 shares of Series I 8% Redeemable Preferred Stock (“Series I Preferred Stock”) and 250 shares of Series J 8% Voting, Participating, Redeemable Preferred Stock (“Series J Preferred Stock”) and the amount owed would be reduced to \$344,000. The remaining amount of \$344,000 is payable upon the completion of an Eligible Payment Event as defined in the Certificate of Designation, Preferences, Rights and Limitations of the Series I Preferred Stock. If no Eligible Payment Event has occurred by May 31, 2025, then the remaining amount of \$344,000 less any amounts previously paid will be due and payable in seven equal monthly installments beginning June 1, 2025.

Pursuant to the terms of the Amendment, the Company and DNA Healthlink agreed to amend the First Amendment to the Consulting Agreement dated October 15, 2014 by replacing Section 3. Compensation with a new Section 3 that calls for the Company to prepay on a cash retainer basis, in installments of \$5,000 or other amounts agreed by both parties, against invoices to be rendered for work performed. An hourly rate of \$250 per hour is to be invoiced by DNA Healthlink no less frequently than monthly at which time such invoices will be deemed paid in whole or in part, as appropriate, until the \$5,000 prepayment has been applied against such invoices at which time an additional \$5,000 retainer will be remitted by the Company and the process will repeat.

The scope of the work is to be mutually agreed in advance in writing on a regular and as needed basis.

In addition, the Amendment contained a new Section 7(a). Term which defined the term to be one-year and shall be automatically renewed for one-year renewal periods unless notice of cancellation is provided by either party within 30 days of September 26, 2024 or within 30 days of the end of any renewal period.

The foregoing descriptions of the Settlement Agreement and the Amendment do not purport to be complete and are qualified in their entirety by reference to the Settlement and Exchange Agreement and the Second Amendment to Consulting Agreement, copies of which are attached to this Current Report on Form 8-K as Exhibit 99.1 and Exhibit 99.2 respectively.

The information set forth in Item 3.02 herein is incorporated into this Item 1.01 by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information provided in Item 1.01 and Item 7.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall such securities be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

Item 7.01. Regulation FD Disclosure.

ResolutionRx Ltd establishes stock registry services agreement with Registry Direct Pty Limited in Australia

Effective as of September 27, 2023, ResolutionRx Ltd (“ResolutionRx”), a wholly-owned subsidiary of the Company entered into a Registry Service Agreement with Registry Direct Pty Limited (“Registry Direct”), an Australian company. The services are analogous to stock transfer agent services in the United States. The services to be provided by Registry Direct include but are not limited to: (i) general and maintenance services such as maintaining records of each holding and managing requests, (ii) transaction services such as registering changes with respect to holdings and processing elections, (iii) various dividend distribution services, (iv) provision of standard reports, (iv) processing payments, transfers and other similar activities, (v) certain meeting services and (vi) processing applications for and issuing shares.

This is another step taken by ResolutionRx to ensure the processing and issuance of securities associated with its current securities offering in Australia and with respect to other matters associated with having outside shareholders.

The information set forth in Item 3.02 herein is incorporated into this Item 7.01 by reference.

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 follows, and is incorporated herein by reference.

Exhibit Number	Exhibit Description
99.1	Settlement and Exchange Agreement with DNA Healthlink, Inc. dated September 26, 2023
99.2	Second Amendment to Consulting Agreement with DNA Healthlink, Inc. dated September 26, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: October 2, 2023

RESPIRERX PHARMACEUTICALS INC.
(Registrant)

By: /s/ Jeff E. Margolis

Jeff E. Margolis

SVP, CFO, Secretary and Treasurer

SETTLEMENT AND EXCHANGE AGREEMENT

AGREEMENT made this 26th day of September 2023 by and between DNA Healthlink, Inc. (“DNA Healthlink”) and RespireRx Pharmaceuticals Inc. (RespireRx”). DNA Healthlink and RespireRx are referred to herein individually as “Party” and together as “Parties.”

WHEREAS, the Parties entered into a Settlement Agreement dated the 14th day of September 2021 (“Prior Settlement Agreement”) and wish to amend, replace and supersede the Prior Settlement Agreement with this Settlement and Exchange Agreement (“Settlement and Exchange Agreement”); and

WHEREAS the Parties agree that RespireRx owes DNA Healthlink \$394,000 (after payment of \$16,000 against the \$410,000 amount owed and agreed in the Prior Settlement Agreement) pursuant to a consulting agreement among the parties dated October 15, 2014 (“October 2014 Agreement”); and

WHEREAS the Parties agree that this settlement and exchange agreement (“Settlement and Exchange Agreement”) does not amend the October 2014 Agreement other than as to a payment schedule and that any other amendment to the October 2014 Agreement would be in writing agreed and executed by the Parties; and

WHEREAS the Parties have reached an agreement regarding payment and satisfaction of the \$394,000 amount owed under the October 2014 Agreement;

NOW, THEREFORE, AND INTENDING TO BE LEGALLY BOUND, IT IS HEREBY STIPULATED AND AGREED between the Parties that:

1. RespireRx will pay a total of Three Hundred and Ninety-four Thousand dollars (\$394,000.00) (the “Settlement Amount”) to DNA Health, \$50,000 of which is deemed exchanged and settled as of the date of this Settlement and Exchange Agreement upon the issuance of 250 shares of Series I 8% Redeemable Preferred Stock (“Series I Preferred Stock”) plus 250 shares of Series J 8% Voting, Participating, Redeemable Preferred Stock (“Series J Preferred Stock”) with the remaining amount of \$344,000 being payable upon the completion of an Eligible Payment Event as defined in the Certificate of Designation, Preferences, Rights and Limitations of Series I Preferred Stock OR Series J Preferred Stock. If no Eligible Payment Event has occurred by May 31, 2025, then the remaining amount of \$344,000 less any amounts previously paid, will be due and payable in seven equal monthly installments beginning on June 1, 2025.

2. The payment, other than those made with Series I Preferred Stock OR Series J Preferred Stock called for in Paragraph 1 shall be made by wire transfer or ACH transfer or such other form of electronic payment, as arranged by the Parties in accordance with the following electronic funds transfer information

DNA Healthlink, Inc.

TD Bank

Routing # [REDACTED] Account # [REDACTED]

3. If any payment called for herein is more than ten (10) days late and such late payment is not cured within ten (10) days of written notice, an Event of Default will be deemed to have occurred under this Agreement. "Written notice" for the purposes of this paragraph shall mean notice provided by email to Jeff Eliot Margolis, RespireRx Pharmaceutical Inc., SVP, CFO, Treasurer and Secretary at jmargolis@respirerx.com.

4. Upon the occurrence of an Event of Default under this Agreement, DNA Healthlink shall have the right to enforce the terms of this Agreement and shall be entitled to reimbursement of any fees and costs associated with any such enforcement (including, but not limited to, DNA Healthlink's reasonable attorney's fees), without further notice.

5. Within ten (10) days of full performance of the terms herein, DNA Healthlink shall provide a general release for the benefit of RespireRx releasing RespireRx from any and all obligations, past, present and future pursuant to this Settlement and Exchange Agreement. For purposes of this Paragraph, "full performance of the terms herein" shall be deemed to have occurred when all payments called for by Paragraph 1 have cleared into the account of DNA Healthlink.

6. No failure of any Party to exercise any of its rights hereunder shall be a waiver of the right to exercise that or any other right at any other time and from time to time thereafter.

7. This Settlement and Exchange Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws doctrine of such state.

8. This Settlement and Exchange Agreement represents a compromise of disputed claims, achieved as a result of negotiations, and shall not be construed or regarded as an admission of liability or fault by or in favor of either Party.

9. This Settlement and Exchange Agreement shall not be construed for or against either of the Parties, whether based on any rule of construction relating to the drafting of a document or otherwise, but rather shall be given a fair and reasonable interpretation based upon the plain language of this Settlement and Exchange Agreement and the expressed intent of the Parties, without regard to which of the Parties prepared this Settlement and Exchange Agreement.

10. The Parties acknowledge that the covenants contained in this Settlement and Exchange Agreement provide good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in this Settlement and Exchange Agreement.

11. Each party to this Settlement and Exchange Agreement acknowledges that it has had the benefit of advice from competent legal counsel with respect to the decision to enter into this Settlement and Exchange Agreement.

12. Each Party to this Settlement and Exchange Agreement represents that it is duly authorized to execute this Settlement and Exchange Agreement having obtained all approvals and consents necessary to take said actions. Each Party to this Settlement and Exchange Agreement represents that it is not breaching or interfering with any agreement, right or obligation to any person, entity, party or non-party by entering into the settlement described herein.

13. This Settlement and Exchange Agreement represents the full agreement of the Parties with regard to the subject matter hereof and supersedes any and all other agreements, whether oral or written with respect to the subject matter of this Settlement and Exchange Agreement.

14. Whenever possible, each provision of this Settlement and Settlement Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if any term or provision (including any paragraph, sentence, clause or word) of this Settlement and Exchange Agreement shall be determined by the Court to be illegal, invalid or unenforceable for any reason, such determination shall not affect the remaining terms or provisions of this Settlement and Exchange Agreement, which shall continue in full force and effect.

15. This Settlement and Exchange Agreement may be executed in one or more counterparts, each of which shall be deemed an original, including facsimile or scanned copies, but all of which together shall constitute one and the same instrument.

DNA HEALTHLINK, INC.

RESPIRERX PHARMACEUTICALS INC.

BY: */s/ Richard D. Purcell*

BY: */s/ Jeff Eliot Margolis*

Richard D. Purcell
President

Jeff Eliot Margolis
SVP, CFO, Treasurer, Secretary

SECOND AMENDMENT TO CONSULTING AGREEMENT

This SECOND AMENDMENT TO CONSULTING AGREEMENT (“Second Amendment”) is made and entered into on 26 September 2023, by and among RespireRx Pharmaceuticals Inc. (the ‘COMPANY’), a New Jersey corporation and DNA Healthlink, Inc., a New Jersey Corporation together with its President, Richard Purcell (the ‘CONSULTANT’), who will serve as Senior Vice President Research and Development for RespireRx, with responsibilities for such duties as are normally associated with the position.

The COMPANY and CONSULTANT are parties to a Consulting Agreement dated as of October 15, 2014 (the ‘Consulting Agreement’) and the First Amendment to Consulting Agreement dated effective as of September 14, 2021 (“First Amendment”).

The parties desire to further amend the Consulting Agreement and supersede and replace the First Amendment with this Second Amendment as set forth below.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:
Supersede and replace the First Amendment with this Second Amendment.

Amendment to Consulting Agreement **Section 3. Compensation** of the Consulting Agreement is hereby amended by deleting current **Section 3. Compensation** and replacing in its entirety as follows:

Section 3. Compensation. You will be prepaid against invoices for work performed on a cash retainer basis, in installments of \$5,000 or other amounts as dually agreed by both parties. An hourly rate of \$250 per hour will be invoiced no less frequently than monthly at which time such invoices will be deemed paid in whole or in part, as appropriate, until the \$5,000 prepayment has been applied against such invoices at which time an additional \$5,000 prepaid retainer will be remitted by the Company to DNA Healthlink and the process will be repeated. Any invoices rendered that remain unpaid or partially paid will be deemed paid with the immediate next prepaid retainer. No work shall commence prior to the payment of the first prepaid retainer.

The scope of the work is to be mutually agreed upon in advance in writing on a regular and as needed basis. The CONSULTANT will provide detailed line-item descriptions of work performed in their requisite invoices.

Subsection 7(a). **Term.** The term of this Agreement shall be for a period of one-year and shall automatically renew for one-year renewal periods unless notice of cancellation is provided by either party within 30 days of September 26, 2024 or within 30 days of the end of any renewal period.

Accepted and Agreed:

COMPANY:

By: _____
 Name: Arnold Lipka, Ph.D.
 Title: Chief Scientific Officer, Interim President and Interim
 Chief Executive Officer
 Executive Chairman, Board of Directors
 RespireRx Pharmaceuticals Inc.
 Signed: /s/ Arnold Lipka
 Dated: September 26, 2023

CONSULTANT: DNA Healthlink, Inc.

By: Richard Purcell
 Title: President
 Signed: /s/ Richard Purcell
 Dated: September 26, 2023
