

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 21, 2019

BIG ROCK PARTNERS ACQUISITION CORP.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	001-38302 (Commission File Number)	82-2844431 (I.R.S. Employer Identification Number)
2645 N. Federal Highway Suite 230 Delray Beach, Florida (Address of principal executive offices)		33483 (Zip Code)

Registrant's telephone number, including area code: (310) 734-2300

Not Applicable
(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 to 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))

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

On February 21, 2019, Big Rock Partners Acquisition Corp. (the "Company") issued an unsecured promissory note (the "Note") in favor of BRAC Lending Group LLC, a stockholder of the Company and an entity affiliated with certain officers and directors of EarlyBirdCapital, Inc., the representative of the underwriters in the Company's initial public offering (the "Lender"), in the original principal amount of \$690,000, to provide the Company the funds necessary to obtain the second three-month extension of time to consummate an initial business combination (the "Second Extension"). The Note does not bear interest and matures upon closing of a business combination by the Company. If the Company fails to consummate a business combination, the outstanding debt under the Note will be forgiven, except to the extent of any funds held outside of the Company's trust account after paying all other fees and expenses of the Company.

The summary of the Note is qualified in its entirety by reference to the full text of the Note, which is attached as Exhibit 10.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On February 22, 2019, the Company issued a press release announcing that it had obtained the second three-month extension to complete a business combination from February 22, 2019 to May 22, 2019. A copy of the press release is attached to this report as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Promissory Note in favor of BRAC Lending Group LLC, dated February 21, 2019.

99.1 Press Release, dated February 22, 2019.

SIGNATURE

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.

BIG ROCK PARTNERS ACQUISITION CORP.

Dated: February 22, 2019

By: /s/ Richard Ackerman
Name: Richard Ackerman
Title: Chairman, President and Chief Executive Officer

PROMISSORY NOTE

\$ 690,000.00

As of February 21, 2019

Big Rock Partners Acquisition Corp. ("Maker") promises to pay to the order of BRAC Lending Group LLC or its successors or assigns ("Payee") the principal sum of Six Hundred Ninety Thousand Dollars and No Cents (\$690,000.00) in lawful money of the United States of America, on the terms and conditions described below.

1. Principal. The principal balance of this Note shall be repayable on the consummation of the Maker's initial merger, capital stock exchange, asset acquisition or other similar business combination with one or more businesses or entities (a "Business Combination"). Payee understands that if a Business Combination is not consummated within the time period specified in the Maker's amended and restated certificate of incorporation, this Note will not be repaid and all amounts owed hereunder will be forgiven except to the extent that the Maker has funds available to it outside of its trust account established in connection with its initial public offering ("Trust Account") after paying all other fees and expenses of the Maker incurred prior to the date of such failure to so consummate a Business Combination which are due and payable.

2. Interest. No interest shall accrue on the unpaid principal balance of this Note.

3. Application of Payments. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorneys' fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note.

4. Events of Default. The following shall constitute Events of Default:

(a) Failure to Make Required Payments. Failure by Maker to pay the principal of this Note within five (5) business days following the date when due.

(b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 4(a), Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the principal amount of this Note, and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of, and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

6. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

7. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

8. Notices. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by telefacsimile or (v) sent by e-mail, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Big Rock Partners Acquisition Corp.
2645 N. Federal Highway
Suite 230
Delray Beach, Florida 33483

If to Payee:

BRAC Lending Group LLC
c/o David Nussbaum
EarlyBirdCapital, Inc.
366 Madison Avenue, 8th Floor
New York, New York 10017

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a telefacsimile transmission confirmation, (iii) the date on which an e-mail transmission was received by the receiving party's on-line access provider (iv) the date reflected on a signed delivery receipt, or (vi) two (2) Business Days following tender of delivery or dispatch by express mail or delivery service.

9. Construction. This Note shall be construed and enforced in accordance with the domestic, internal law, but not the law of conflict of laws, of the State of New York.

10. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Trust Fund Waiver. Payee hereby waives any and all right, title, interest or claim of any kind in or to any distribution of the funds held in the Trust Account (“Claim”) and agrees it will not seek recourse against the Trust Account for any reason whatsoever, except in the event Maker consummates a Business Combination.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed the day and year first above written.

BIG ROCK PARTNERS ACQUISITION CORP.

By: /s/ Richard Ackerman
Name: Richard Ackerman
Title: Chief Executive Officer

Big Rock Partners Acquisition Corp. Announces Extension of Time to Consummate Business Combination

NEW YORK, NY / ACCESSWIRE / February 22, 2019 / Big Rock Partners Acquisition Corp. (NASDAQ: BRPA) (the "Company" or "Big Rock Partners") today announced that its sponsor, Big Rock Partners Sponsor, LLC, has extended the deadline by which the Company must complete a business combination by three months, from February 22, 2019 to May 22, 2019. In order to fund the \$690,000 deposit required to allow for such extension, the Company has obtained a loan from BRAC Lending Group LLC evidenced by a non-interest bearing promissory note that is payable upon the consummation of a business combination by the Company. If the Company fails to consummate a business combination, the outstanding debt under the promissory note will be forgiven, except to the extent of any funds held outside of the Company's trust account after paying all other fees and expenses of the Company.

About Big Rock Partners Acquisition Corp.

Big Rock Partners is a blank check company formed for the purpose of entering into a merger, stock exchange, asset acquisition, stock purchase, recapitalization, reorganization, or other similar business combination with one or more businesses or entities. Big Rock Partners' management team includes Richard Ackerman, Chairman, President, and Chief Executive Officer, Lori Wittman, Chief Financial Officer and Treasurer, and Bennett Kim, Chief Investment Officer and Corporate Secretary.

Forward-Looking Statements:

This press release includes forward-looking statements that involve risks and uncertainties. Forward-looking statements are statements that are not historical facts. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on our expectations as of the date of this press release and speak only as of the date of this press release and are advised to consider the factors under the heading "Forward-Looking Statements" and "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2017, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q and other filings with the SEC. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company's expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based, except as required by law.

Contact:

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SOURCE: Big Rock Partners Acquisition Corp.
