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

July 22, 2015
Date of Report (Date of earliest event reported)

Discovery Laboratories, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**000-26422**	**94-3171943**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

2600 Kelly Road, Suite 100
Warrington, Pennsylvania 18976
(Address of principal executive offices)

(215) 488-9300
(Registrant's telephone number, including area code)

(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))

Item 1.01. Entry into a Material Definitive Agreement

On July 22, 2015, Discovery Laboratories, Inc., a Delaware corporation (the "Company") and certain affiliates of Deerfield Management Company, L.P. ("Deerfield") entered into a second amendment (the "Second Amendment") to that certain Facility Agreement dated as of February 13, 2013 (the "Facility Agreement") by and between the Company and Deerfield. Pursuant to the Second Amendment, Deerfield purchased and accepted $5 million of units offered by the Company in its public offering (the "Public Offering") of securities pursuant to an underwriting agreement by and between Stifel, Nicolaus & Company, Incorporated, on behalf of itself and as representative of the underwriters named therein, and the Company dated as of July 17, 2015. The purchase and acceptance of the units by Deerfield satisfied future interest payments due to Deerfield under the Facility Agreement and related notes (the "Notes"). The units purchased by Deerfield are comprised of Series A and Series B units. The description of the Series A and Series B units is contained in the Company's Current Report of Form 8-K, dated July 17, 2015, and is incorporated by reference herein.

Pursuant to the Second Amendment, (i) the Company will pay accrued and unpaid interest on the Notes for the period from June 30, 2015 to and including July 22, 2015 at a rate of 8.75% in cash when due on September 30, 2015; (ii) Deerfield will apply the sum of $5 million, first, as a prepayment of the interest due on the principal installment due under the Notes on February 13, 2019 accruing from and after July 23, 2015, and second, as a prepayment of the interest due on the principal installment due under the Notes on February 13, 2018 accruing from and after July 23, 2015, as and when such payments are due and payable; and (iii) after such interest prepayment is fully allocated, any remaining interest due on the principal amount of the Notes shall accrue at a rate of 8.25% per annum. No credit shall be given with respect to prepaid interest on principal under the Notes that is prepaid, in whole or in part, except for a prepayment at the election of the Company or a required prepayment pursuant to Section 5.3 of the Facility Agreement, in either case, in connection with a Qualified Major Transaction. A "Qualified Major Transaction" means a Change of Control Transaction, as defined in certain common stock purchase warrants issued to Deerfield on February 13, 2013 (the "Warrants"), in which (i) the Company is not the surviving entity and (ii) the Company's Stock Price (as defined and determined pursuant to Schedule 1 of the Warrants) multiplied by the number of shares of Common Stock outstanding immediately prior to the consummation of such Change of Control Transaction, equals or exceeds $100,000,000.

In addition, the Company has agreed to pay Deerfield's expenses (including reasonable counsel fees and expenses) incurred in connection with the Second Amendment. All other provisions of the Facility Agreement shall remain in full force and effect.

The foregoing summary is qualified in its entirety by reference to the text of the Second Amendment, which is attached hereto as Exhibit 10.1, and the Warrant, which was filed as Exhibit 4.1 to the Company's 8-K/A filed with the Securities and Exchange Commission on June 14, 2013.

Item 8.01. Other Events

Reference is made to the Facility Agreement described in Item 1.01. Pursuant to the terms of a First Amendment dated July 9, 2015 to the Facility Agreement (the "First Amendment"), upon completion of a Strategic Transaction as defined therein on or before December 31, 2015, if within five business days thereafter, the Company prepays an additional $2.5 million of the principal amount then outstanding under the Notes, then upon such prepayment, the payment dates for the remaining principal installments due under the Notes shall be amended to eliminate the installment due on February 13, 2017 and to adjust the amounts due in each of February 13, 2018 and February 13, 2019 to $12.5 million and $12.5 million, respectively. Upon conclusion of the Offering described in Item 1.01, which Offering constituted such a Strategic Transaction, on July 22, 2015, the Company prepaid an additional $2.5 million of the principal amount then outstanding under the Notes. Therefore, in accordance with the First Amendment, effective July 22, 2015, the installment due on February 13, 2017 has been eliminated and the installment amounts due on each of February 13, 2018 and February 13, 2019 have been adjusted to $12.5 million and $12.5 million, respectively.

The foregoing summary of the First Amendment is qualified in its entirety by reference to the text of the First Amendment, which was filed on July 9, 2015 as Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 9, 2015.

In addition, with respect to the Public Offering described above and in Item 1.01 of the Company's Current Report of Form 8-K dated July 17, 2015, as previously disclosed, the Company granted to the underwriters an option to purchase up to an additional 8.75 million units to cover over-allotments, if any. On July 21, 2015, the underwriters notified the Company that they intended to exercise in full their over-allotment option and to close such option units simultaneously with the closing of the firm units. Accordingly, following the closing of the Public Offering on July 22, 2015, the Company issued a press release announcing that it had completed a $40.25 million public offering of 25.08 million Series A units, which included 8.75 million over-allotment units, and 42.0 million Series B units, at a public offering price of $0.60 per unit. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1	Second Amendment dated July 22, 2015 to Facility Agreement dated February 13, 2013 by and between the Company and Deerfield
99.1	Press Release dated July 22, 2015

Cautionary Note Regarding Forward-looking Statements:

To the extent that statements in this Current Report on Form 8-K are not strictly historical, including statements as to business strategy, outlook, objectives, future milestones, plans, intentions, goals, future financial conditions, future collaboration agreements, the success of the Company's product development or otherwise as to future events, such statements are forward-looking, and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The forward-looking statements contained in this Current Report are subject to certain risks and uncertainties that could cause actual results to differ materially from the statements made. Such risks and others are further described in the Company's filings with the Securities and Exchange Commission including the most recent reports on Forms 10-K, 10-Q and 8-K, and any amendments thereto.

SIGNATURES

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.

Discovery Laboratories, Inc.

By /s/ John G. Cooper
Name: John G. Cooper
Title: President and Chief Executive Officer

Date: July 24, 2015

Exhibit 10.1

SECOND AMENDMENT TO FACILITY AGREEMENT

SECOND AMENDMENT TO FACILITY AGREEMENT (this "Amendment"), dated as of July 22, 2015, by and among DISCOVERY LABORATORIES, INC., a Delaware corporation ("Borrower"), DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P. and DEERFIELD SPECIAL SITUATIONS FUND, L.P. (collectively referred to as the "Lenders" and together with the Borrower, the "Parties").

RECITALS:

A. Borrower and Lenders have entered into that certain Facility Agreement dated as of February 13, 2013 (as the same has been amended pursuant to a First Amendment, dated as of July 9, 2015 ("First Amendment"), and as may be further amended, modified, restated or otherwise supplemented from time to time, the "Facility Agreement").

B. Borrower has entered into an underwriting agreement with Stifel, Nicolaus & Company, Incorporated, dated as of July 17, 2015 (the "Underwriting Agreement"), pursuant to which the Company has agreed to offer and sell (the "Offering") shares of Common Stock, Class A Warrants, pre-funded Series B Warrants and Series B Warrants (collectively, the "Securities").

C. The Offering of the Securities constitutes a Strategic Transaction, as such term is defined in Section 1.1 of the Facility Agreement, and Borrower has notified Lenders of its election to prepay $2,500,000 of the Notes in accordance with Section 2(c) of the Facility Agreement.

D. Borrower has requested that it be permitted to prepay $5,000,000 of interest under the Notes, and Lenders have agreed, subject to the conditions provided herein, to purchase and accept the number of Securities set forth in Exhibit A attached hereto in satisfaction of Borrower's prepayment obligation.

E. Borrower has requested that Lenders amend the Facility Agreement to, among other things, provide for the crediting of such interest payments due Lenders and Lenders are willing to amend the Facility Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. Defined Terms. Capitalized terms used herein which are defined in the Facility Agreement or other Transaction Documents, unless otherwise defined herein, shall have the meanings ascribed to them in the Facility Agreement and the other Transaction Documents. The Recitals to this Amendment are incorporated herein in their entirety by this reference thereto.

2. Amendments to Facility Agreement. Upon the satisfaction of the conditions set forth in Section 3 of this Amendment, the Facility Agreement is hereby amended as follows:

a. Section 1.1 of the Facility Agreement is hereby amended to add the following additional defined terms:

"Second Amendment" means the Second Amendment to Facility Agreement dated as of July 22, 2015 among Borrower and Lenders.

"Securities" shall have the meaning provided therefor in the Second Amendment.

b. Upon closing of the Offering, Borrower shall prepay the outstanding principal amount of the Notes in the amount of $2,500,000, which shall be applied to the principal installments due under the Notes as contemplated by Section 2(c) of the First Amendment.

c. Lenders shall purchase and accept the Securities provided for in Exhibit A of this Second Amendment as a prepayment of $5,000,000 of interest under the Notes. Upon the issuance and delivery to Lenders of the foregoing Securities, (i) accrued and unpaid interest on the Notes for the period of June 30, 2015 to and including July 22, 2015 at the rate of 8.75% per annum shall be paid in cash, when due on September 30, 2015, (ii) Lenders shall apply the sum of $5,000,000, first as a prepayment, dollar for dollar, for future payments of interest at the rate of 8.75% per annum on the $12,500,000 outstanding principal amount of the Notes due to Lenders under the Facility Agreement on February 13, 2019 that would have accrued from and after July 23, 2015 and thereafter as a prepayment, dollar for dollar, for payments of interest at the rate of 8.75% per annum on the $12,500,000 outstanding principal amount of the Notes due to Lenders under the Facility Agreement on February 13, 2018 accruing from and after July 23, 2015, as and when such interest payments are due and payable under the Facility Agreement, and (iii) upon application of the full $5,000,000 to the prepayment of interest as provided in (i) and (ii) above any remaining interest due on the principal amount of the Notes shall thereafter accrue at the rate of 8.25% per annum and shall be due and payable in accordance with the terms of the Facility Agreement.

d. No credit shall be given with respect to prepaid interest for periods subsequent to the date of a principal prepayment as a result of the voluntary or mandatory prepayment of the Notes, in whole or in part, except for a prepayment at the election of the Borrower or a required prepayment pursuant to Section 5.3 of the Facility Agreement, in either case, in connection with a Qualified Major Transaction. A "Qualified Major Transaction" shall mean a transaction set forth in clause (A) of the definition of Major Transaction in the Warrants in which (i) the Borrower is not the surviving entity and (ii) the Stock Price determined pursuant to Schedule 1 of the Warrants multiplied by the number of shares of Common Stock of the Borrower outstanding immediately prior to the consummation of such Major Transaction, equals or exceeds $100,000,000.

3. Conditions Precedent. The effectiveness of this Second Amendment is subject to the following conditions precedent:

a. Amendment. The Borrower and the Lenders shall have each executed this Amendment and Lenders shall have received the prepayment referred to in Section 2(b) of this Amendment.

b. Performance; No Default. The Borrower shall have performed and complied with all agreements and conditions contained in the Facility Agreement and the other Transaction Documents to be performed by or complied with by the Borrower prior to the date hereof.

c. Reimbursement of Expenses. The Borrower shall have reimbursed Lenders for all out-of-pocket fees and expenses, including reasonable legal fees and expenses incurred by Lenders in connection with the negotiation, documentation and closing of this Second Amendment.

d. Closing of Offering. The Offering shall have been consummated in accordance with the Underwriting Agreement.

e. Delivery of Securities. The Securities referred to in Exhibit A shall have been issued and delivered to the Lenders.

4. Representations and Warranties. The Borrower hereby represents and warrants to Lenders as follows:

a. As of the date hereof, except as expressly modified by the amendments in Section 2 above, the representations and warranties of Borrower contained in the Transaction Documents are (i) in the case of representations and warranties qualified by "materiality," "Material Adverse Effect" or similar language, true and correct in all respects and (ii) in the case of all other representations and warranties, true and correct in all material respects, in each case on and as of the date hereof as if made as of the date of this Amendment, except to the extent that any such representation or warranty relates to a specific date, in which case such representation and warranty shall be true and correct in all respects or all material respects, as applicable, as of such earlier date;

b. No Event of Default exists; and

c. The Borrower has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Amendment and each of the other Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The Borrower's execution and delivery of each of this Amendment and the other Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Borrower, and no further corporate action is required by the Borrower, its Board of Directors or its stockholders in connection therewith other than in connection with the Required Approvals (as defined below). Each of the Amendment and the other Transaction Documents to which it is a party has been (or upon delivery will have been) duly executed by the Borrower and is, or when delivered in accordance with the terms hereof, will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application. The execution, delivery and performance of this Amendment by the Borrower and the consummation of the transactions therein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) upon any assets of the Borrower pursuant to, any agreement to which the Borrower is a party or by which the Borrower is bound or to which any of the assets of the Borrower is subject, (B) result in any violation of or conflict with the provisions of the Organizational Documents, (C) result in the violation of any Applicable Law or (D) result in the violation of any judgment, order, rule, regulation or decree of any Governmental Authority. No consent, approval, authorization or order of, or registration or filing with any Governmental Authority is required for the execution, delivery and performance of any of the Amendment and the other Transaction Documents or for the consummation by the Borrower of the transactions contemplated thereby except for those that have been made or obtained prior to the date of this Agreement (the "Required Approvals").

d. The Securities provided for in Exhibit A of this Second Amendment will be duly registered for issuance under the Securities Act of 1933, as amended, under an effective registration statement of the Borrower.

5. No Further Amendments; Ratification of Liability. Except as amended hereby, the Facility Agreement and each of the other Transaction Documents shall remain unchanged and in full force and effect in accordance with their respective terms. Borrower as a debtor, grantor, pledgor, guarantor or assignor, or in any similar capacity in which it has granted Liens or acted as an accommodation party or guarantor, as the case may be, hereby ratifies, confirms and reaffirms its liabilities, its payment and performance obligations (contingent or otherwise) and its agreements under the Facility Agreement and the other Transaction Documents, all as amended by this Amendment and the liens and security interests granted, created and perfected thereby. The Lenders' agreement to the terms of this Amendment or any other amendment of the Facility Agreement or any other Transaction Document shall not be deemed to establish or create a custom or course of dealing among Borrower and Lenders. This Amendment, together with the other Transaction Documents, contains the entire agreement among Borrower and Lenders contemplated by this Amendment.

6. Incorporation by Reference. The provisions of Article 6 of the Facility Agreement are incorporated herein by reference *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank, signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

BORROWER:

DISCOVERY LABORATORIES, INC.

By: /s/ John Tattory
Name: John Tattory
Title: Senior Vice President and Chief Financial Officer

LENDERS:

DEERFIELD PRIVATE DESIGN FUND II, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD SPECIAL SITUATIONS FUND, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

Exhibit A

Name	Shares of Common Stock	Series A Warrants	Pre-Funded Warrants	Series B Warrants
Deerfield Private Design Fund II, L.P.	2,508,633	2,508,633	792,200	792,200
Deerfield Private Design Fund International II, L.P.	2,874,700	2,874,700	907,800	907,800
Deerfield Special Situations Fund, L.P.	950,000	950,000	300,000	300,000
	6,333,333	6,333,333	2,000,000	2,000,000

Exhibit 99.1

Discovery Labs Announces Completion of $40.25 Million Public Offering

Warrington, PA – July 22, 2015 – Discovery Laboratories, Inc. (NASDAQ: DSCO) today announced that it has completed its previously announced public offering of 16.3 million Series A units and 42.0 million Series B units, at a public offering price of $0.60 per unit. In addition, on July 21, 2015, the underwriters notified the Company of their intention to exercise their option to purchase an additional 8.75 million Series A units to cover over-allotments, bringing the aggregate number of Series A units sold to 25.08 million. Each Series A unit consists of one share of common stock and a Series A warrant to purchase one share of common stock. Investors whose purchase of units in the offering would result in their beneficially owning more than the beneficial ownership limitation set forth in the warrants have had the opportunity to acquire, in lieu of Series A units, Series B units, each of which consists of one Pre-Funded Series B warrant to purchase one share of common stock at an initial exercise price of $0.60 per share, of which the entire amount has been pre-paid upon issuance, and one Series B warrant to purchase one share of common stock. The Series A and Series B warrants are exercisable immediately at an exercise price of $0.70 per share. All warrants will expire on the seventh anniversary of the issue date. The shares of common stock and warrants were immediately separable such that no units were issued.

Discovery Labs has received net proceeds of approximately $37.6 million, after deducting an underwriting discount and other estimated fees and expenses related to the offering. Included in the proceeds is $5.0 million in non-cash consideration from affiliates of Deerfield Management Company, L.P., lenders under the Company's secured loan facility, in satisfaction of future interest payments due under the loan facility.

The net cash proceeds will be used primarily to advance Discovery Labs' AEROSURF® development program to address respiratory distress syndrome (RDS) in premature infants, including an ongoing phase 2 clinical program, and for general corporate purposes.

Stifel acted as sole bookrunning manager for the offering, H.C. Wainwright & Co. acted as lead manager and LifeSci Capital acted as co-manager. The units were offered under Discovery Labs' previously filed registration statement declared effective by the Securities and Exchange Commission on June 13, 2014.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities of Discovery Laboratories, Inc., nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. Copies of the final prospectus supplement and accompanying base prospectus relating to this offering may be obtained at the Securities and Exchange Commission web site at http://www.sec.gov, or from Stifel, Nicolaus & Company, Incorporated, Attention: Syndicate, One Montgomery Street, Suite 3700, San Francisco, California 94104 or via telephone at (415) 364-2720 or via email at syndprospectus@stifel.com.

About Discovery Labs

Discovery Laboratories, Inc. is a specialty biotechnology company focused on developing aerosolized KL_4 surfactant therapies for respiratory diseases. Surfactants are produced naturally in the lung and are essential for normal respiratory function and survival. If surfactant deficiency or degradation occurs, the air sacs in the lungs can collapse, resulting in severe respiratory diseases and disorders. Discovery Labs' technology platform includes a novel synthetic peptide-containing (KL_4) surfactant, that is structurally similar to pulmonary surfactant, and proprietary drug delivery technologies being developed to enable efficient delivery of aerosolized KL_4 surfactant. Discovery Labs believes that its proprietary technology platform makes it possible, for the first time, to develop a significant pipeline of aerosolized surfactant products to address a variety of respiratory diseases for which there frequently are few or no approved therapies.

Forward-Looking Statements

To the extent that statements in this press release are not strictly historical, all such statements are forward-looking, and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from the statements made. Examples of such risks and uncertainties, including those related to Discovery Labs' securities offering and its development programs, are described in Discovery Labs' filings with the Securities and Exchange Commission including the most recent reports on Forms 10-K, 10-Q and 8-K, and any amendments thereto.

Contact Information:

Company
John Tattory, Senior Vice President and Chief Financial Officer, Discovery Labs – 215.488.9418