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**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): August 15, 2017

**Rennova Health, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-35141  
(Commission File Number)

68-0370244  
(I.R.S. Employer Identification No.)

400 S. Australian Avenue, Suite 800, West Palm Beach,  
Florida  
(Address of Principal Executive Offices)

33401  
(Zip Code)

(561) 855-1626  
(Registrant's Telephone Number, Including Area Code)

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(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 (see General Instruction A.2. below):

- 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.

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**Item 1.01. Entry into a Material Definitive Agreement**

On August 15, 2017, the Board of Directors (the “Board”) of Rennova Health, Inc. (the “Company”), based on the recommendation of the Compensation Committee of the Board and in accordance with the provisions of the 2007 Incentive Award Plan (the “Plan”), approved grants to employees and directors of an aggregate of 2,729,000 shares of restricted common stock of the Company, including the following to the directors of the Company:

Seamus Lagan	200,000 shares
Dr. Kamran Ajami	100,000 shares
Christopher Diamantis	100,000 shares
Trevor Langley	100,000 shares

The grants fully vest on the first anniversary of the date of grant, subject to the grantee’s continued status as an employee or director, as the case may be, on the vesting date. The restricted shares of common stock are deemed to be issued and outstanding and the grantee may exercise full rights with respect to such shares; provided, that, prior to the vesting date, the shares cannot be sold, transferred, pledged, hypothecated, assigned or otherwise disposed of. Upon the grantee’s termination of employment or service as a director, as the case may be, prior to the vesting date for any reason the unvested shares will be forfeited.

The shares granted to the directors were granted under the Plan pursuant to a grant agreement, the form of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the grant agreement is qualified in its entirety by reference to the full text of such agreement.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit</b>	<b>Description</b>
10.1	Form of Grant Agreement

## 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.

Date: August 21, 2017

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan  
Chief Executive Officer  
(principal executive officer)



**FORM OF**  
**RENNOVA HEALTH, INC.**  
**2007 INCENTIVE AWARD PLAN**  
**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (this "Agreement"), is made and effective as of this 15th day of August, 2017 (the "Grant Date"), by and between Rennova Health, Inc., a Delaware corporation ("Rennova"), and \_\_\_\_\_ (the "Participant").

**W I T N E S S E T H:**

**WHEREAS**, Rennova is desirous of increasing the incentive of the Participant whose contributions are important to the continued success of Rennova;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, Rennova hereby grants the Participant an award pursuant to the Rennova Health, Inc. 2007 Incentive Award Plan (the "Plan") subject to the terms and conditions below. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Plan.

**1. GRANT OF RESTRICTED STOCK**

Pursuant to the provisions of the Plan, the Committee hereby awards to the Participant \_\_\_\_\_ shares of common stock subject to the terms and conditions of the Plan and the terms and conditions set forth herein.

**2. VESTING**

Subject to Section 4 hereof, 100% of the common stock shall vest on the first anniversary of the Grant Date (the "Vesting Date"), subject to the participant's continued status as \_\_\_\_\_ on the vesting date. There shall be no proportionate or partial vesting in the period between Grant Date and the Vesting Date.

**3. TRANSFER AND SHAREHOLDER RIGHTS**

( a ) Transfer. Participant shall not sell, negotiate, transfer, pledge, hypothecate, assign or otherwise dispose of the common stock until after the vesting date.

( b ) Shareholder Rights. Until the expiration of the applicable restricted period, (i) the common stock shall be treated as outstanding, (ii) unless otherwise provided in the Plan or herein, the Participant holding shares of common stock may exercise full rights with respect to such shares, and (iii) the Participant holding shares of common stock shall be entitled to receive all dividends and other distributions paid with respect to such shares while they are so held. In the discretion of the Committee, dividends or other distributions with respect to common stock may be (a) subject to the same restrictions on transferability and forfeitability as the shares of common stock with respect to which they were paid, and (b) placed in escrow until the expiration of applicable restrictions.

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#### 4. TERMINATION OF EMPLOYMENT

Upon the Participant's termination of employment and other service with the Company for any reason, the unvested portion of the common stock as of the time of such termination shall be immediately forfeited to Rennova and the Participant shall have no rights whatsoever with respect to such forfeited common stock.

#### 5. MISCELLANEOUS

( a ) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by, and construed in accordance with the laws of the State of Delaware, without application to the principles of conflict of laws.

( b ) Provisions of Plan Control. This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

( c ) Withholding. In connection with the common stock, the Participant agrees (a) to pay to the Company, or make arrangements satisfactory to the Company regarding payment of, any federal, state or local, domestic or foreign taxes of any kind required by law to be withheld in connection with the common stock and (b) that the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the Participant.

( d ) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

( e ) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. Unless otherwise provided in the Plan or herein, this Agreement may not be amended, supplemented, or modified in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, supplement, or modification is sought.

( f ) No Rights to Continued Employment. Not Compensation for Certain Purposes. Nothing contained herein shall give the Participant the right to be retained in the employment or service of the Company or any of its subsidiaries or affiliates or affect the right of any such employer to terminate the Participant. Any payment or benefit paid to the Participant with respect to this award shall not be considered to be part of the Participant's salary or compensation and thus, shall not be taken into account for purposes of determining the Participant's termination indemnity, severance pay, retirement or pension payment, or any other employee benefits, except to the extent required under applicable law.

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(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

RENNOVA HEALTH, INC.:

By: \_\_\_\_\_  
Name: Sebastien Sainsbury  
Title: Corporate Secretary

PARTICIPANT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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