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 earlit event reported): September 19, 2017

RENNOVA HEALTH, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35141	68-0370244
(Commission File Number)	(I.R.S. Employer Identification No.)
400 S. Australian Avenue, Suite 800, West Palm Beach, Florida	33401
(Address of Principal Executive Offices)	(Zip Code)

(561) 855-1626
(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 (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. [ ]

Item 1.01. Entry into a Material Definitive Agreement

On September 19, 2017, Rennova Health, Inc. (the "Company") closed an offering of $2,604,000 principal amount of Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019 (the "New Debentures") and three series of warrants to purchase an aggregate of 30,046,152 shares of the Company's common stock, par value $.01 per share (the "Common Stock"), as further described below (each a "Warrant" and, collectively, the "Warrants"). The offering was pursuant to the terms of the previously announced Securities Purchase Agreement, dated as of August 31, 2017 (the "Purchase Agreement"), between the Company and certain existing institutional investors of the Company. The Company received proceeds of $2,100,000 from the offering.

Also on September 19, 2017, the Company closed exchanges by which the holders of the Company's Original Issue Discount Debentures issued on July 17, 2017 exchanged $4,136,862 principal amount of such debentures for $6,412,136 principal amount of new debentures on the same items as, and pari passu with, the New Debentures (the "Exchange Debentures" and, together with the New Debentures, the "Debentures") and Warrants. All issuance amounts of Debentures reflect a 24% original issue discount.

The Debentures may be converted at any time at a conversion price equal to $0.26. The Debentures begin to amortize monthly commencing on the earlier of the 90th day following September 19, 2017 or the effective date of a registration statement covering the shares of Common Stock issuable upon conversion of the Debentures. On each monthly amortization date, the Company may elect to repay 5% of the original principal amount of Debentures in cash or, in lieu thereof, the conversion price of such Debentures shall thereafter be 85% of the volume weighted average price at the time of conversion. In the event the Company does not elect to pay such amortization amounts in cash, each investor, in their sole discretion, may increase the conversion amount subject to the alternative conversion price by up to four times the amortization amount.

If any Event of Default (as defined in the Debentures) occurs, the outstanding principal amount of the Debentures, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the holder's election, immediately due and payable in cash. Commencing five days after the occurrence of any Event of Default that results in the eventual acceleration of the Debentures, the interest rate on the Debentures shall accrue at an interest rate equal to the lesser of 18% per annum and the maximum rate permitted under applicable law.

The Debentures contain customary affirmative and negative covenants. The conversion price is subject to "full ratchet" and other customary anti-dilution protections as more fully described in the Debentures.

The Series A Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 34,677,445 shares. They are immediately exercisable and have a term of exercise equal to five years. The Series B Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 34,677,445 shares, and are exercisable for a period of 18 months commencing immediately. The Series C Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 34,677,445 shares, and have a term of five years provided such Warrants shall only vest if, when and to the extent that the holders exercise the Series B Warrants. The Warrants each have an exercise price of $0.26 All Warrants are subject to "full ratchet" and other customary anti-dilution protections.

Holders of Debentures and Warrants are prohibited from converting or exercising such Debentures or Warrants into or for Common Stock if, as a result of such conversion or exercise, the holder, together with its affiliates, would own more than 4.99% of the total number of shares of Common Stock then issued and outstanding. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99%, provided that any increase in such percentage shall not be effective until 61 days after notice to the Company.

The Company's obligations under the Debentures are secured by a security interest in all of the Company's and its subsidiaries' assets, pursuant to the terms of the Security Agreement, dated as of March 20, 2017 (the "Security Agreement"). To further secure the Company's obligations, substantially all of the Company's subsidiaries also executed a Guarantee (the "Guarantee"), pursuant to which the subsidiaries agree to guaranty the Company's obligations owed to the Debenture holders.

The securities issued under the Purchase Agreement were issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Rule 506 of Regulation D promulgated thereunder as transactions by an issuer not involving any public offering. The securities issued under the Exchange Agreements were issued in reliance on the exemption from registration contained in Section 3(a)(9) of the Securities Act.

The Company is obligated to file a registration statement registering for resale the shares underlying the Debentures and Warrants on or before October 9, 2017 and use best efforts to cause such registration statement to be declared effective within 45 days or 75 days if reviewed. The Company's failure to satisfy certain conditions and deadlines described in the Registration Rights Agreement may subject it to payment of certain liquidated damages. The holders were also granted a right of participation in up to 50% of any future offerings for so long as the Debentures and Warrants are outstanding.

Nasdaq Marketplace Rule 5635(d) limits the number of shares (or securities, such as warrants, that are convertible or exercisable into shares) that can be issued without stockholder approval. We are required to obtain the approval of our stockholders in order to issue shares of Common Stock underlying the Debentures and the Warrants at a price less than the greater of book or market value which equal 20% or more of our Common Stock outstanding before the issuance (the "20% Rule"). As of August 30, 2017, the day prior to which the Purchase Agreement and the Exchange Agreements were entered into, we had 20,385,247 shares of Common Stock outstanding. The terms of the Debentures and the Warrants limit their conversion or exercisability, as the case may be, to a number of shares of Common Stock equal to no more than 4,075,010 shares, which is less than the 20% limit, until stockholder approval is received. The Company is required to seek such stockholder approval under the 20% Rule.

The foregoing description of the Purchase Agreement, the Debentures, the Warrants, the Security Agreement, the Exchange Agreements and the Guarantee does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which are filed as exhibits to this Current Report on Form 8-K and are incorporated herein by reference.

Effective September 11, 2015, Medytox Solutions, Inc., now a wholly-owned subsidiary of the Company("Medytox"), entered into a Securities Purchase Agreement with TCA Global Credit Master Fund, LP ("TCA"), pursuant to which Medytox issued a $3,000,000 debenture (the "TCA Debenture") to TCA. The TCA Debenture is secured by a pledge of the assets of the Company and various subsidiaries.

In connection with the issuance of the Debentures and the Warrants, the Company and TCA entered into a Consent, dated as of September 19, 2017 (the "TCA Consent"). Pursuant to the TCA Consent, TCA was paid $400,000 toward the TCA Debenture and the remaining indebtedness was restructured through December 31, 2017.

The foregoing description of the TCA Consent does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, which is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

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

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 is incorporated herein by reference.

Item 5.03. Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On September 21, 2017, the Board of Directors of the Company approved an amendment to the Company's Certificate of Incorporation (the "Amendment"), to effect a 1-for-15 reverse stock split of the Company's shares of common stock to be effective on October 5, 2017. On September 20, 2017, the stockholders of the Company approved an amendment to the Company's Certificate of Incorporation to effect a reverse split of all of the Company's shares of common stock at a specific ratio within a range from 1-for-8 to 1-for-15, and granted authorization to the Board of Directors to determine in its discretion the specific ratio and timing of the reverse split prior to December 31, 2017.

As a result of the reverse stock split, every 15 shares of the Company's pre-reverse split common stock will be combined and reclassified into one share of the Company's common stock. Proportionate voting rights and other rights of common stockholders will not be affected by the reverse stock split, other than as a result of the cash payment for any fractional shares that would have otherwise been issued. Stockholders who would otherwise hold a fractional share of common stock will receive a cash payment in respect of such fraction of a share of common stock. No fractional shares will be issued in connection with the reverse stock split.

The reverse stock split will become effective at 5:00 p.m., Eastern Time, on October 5, 2017 and the Company's common stock will trade on the NASDAQ Capital Market on a post-split basis at the open of business on October 6, 2017. The par value and other terms of the common stock will not be affected by the reverse stock split. The authorized capital of the Company of 500,000,000 shares of common stock and 5,000,000 shares of preferred stock, also will not be affected by the reverse split.

All outstanding preferred shares, stock options, warrants, and equity incentive plans immediately prior to the reverse stock split will generally be appropriately adjusted by dividing the number of shares of common stock into which the preferred shares, stock options, warrants and equity incentive plans of the common stock are exercisable or convertible by 15 and multiplying the exercise or conversion price by 15, as a result of the reverse stock split.

The Company's transfer agent, Computershare Inc., is acting as exchange agent for the reverse stock split and will send instructions to stockholders of record regarding the exchange of certificates for common stock.

On September 22, 2017, the Company issued a press release with respect to the reverse stock split described above, which is filed as an exhibit to this Current Report on Form 8-K.

On September 21, 2017, Rennova Health, Inc. (the "Company") filed an Amended Certificate of Designation with the Secretary of State of the State of Delaware relating to the issuance of up to 1,750,000 shares of Series F Convertible Preferred Stock (the "Series F Preferred Stock"). The following summary of certain terms and provisions of the Company's Series F Preferred Stock is subject to, and qualified in its entirety by reference to, the terms and provisions set forth in the Company's Amended Certificate of Designation of Preferences, Rights and Limitations of Series F Preferred Stock.

General. Our board of directors has designated up to 1,750,000 shares of the 5,000,000 authorized shares of preferred stock as Series F Preferred Stock.

Rank. The Series F Preferred Stock ranks on parity to our common stock.

Conversion. Each share of the Series F Preferred Stock is convertible into shares of our common stock (subject to adjustment as provided in the related certificate of designation of preferences, rights and limitations) at any time after the first anniversary of the issuance date at the option of the holder at a conversion price equal to the greater of $1.95 or the average closing price of the Company's common stock for the 10 trading days immediately preceding the conversion. The maximum number of shares of common stock issuable upon the conversion of the Series F Preferred Stock is 897,436. Any shares of Series F Preferred Stock outstanding on the fifth anniversary of the issuance date will be mandatorily converted into common stock at the applicable conversion price on such date.

Liquidation Preference. In the event of our liquidation, dissolution or winding-up, holders of Series F Preferred Stock will be entitled to receive the same amount that a holder of common stock would receive if the Series F Preferred Stock were fully converted into shares of our common stock at the conversion price (assuming for such purposes that the Series F Preferred Stock is then convertible) which amounts shall be paid pari passu with all holders of common stock.

Voting Rights. Each share of Series F Preferred Stock shall have one vote, and the holders of the Series F Preferred Stock shall vote together with the holders of our common stock as a single class.

Dividends. The holders of the Series F Preferred Stock will participate, on an as-if-converted-to-common stock basis, in any cash dividends to the holders of common stock.

Redemption. At any time, from time to time after the first anniversary of the issuance date, we have the right to redeem all or any portion of the outstanding Series F Preferred Stock at a price per share equal to $1.95 plus any accrued but unpaid dividends.

Negative Covenants. As long as any shares of Series F Preferred Stock are outstanding, the Company may not amend, alter or repeal any provision of our certificate of incorporation, the certificate of designation or our bylaws in a manner that materially adversely affects the powers, preferences or rights of the Series F Preferred Stock.

The foregoing description of the Series F Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the Amended Certificate of Designation for the Series F Preferred Stock, which is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On September 20, 2017, the Company held a Special Meeting of Stockholders to: (1) approve an amendment to our Certificate of Incorporation to effect a reverse stock split of all of the outstanding shares on our common stock, par value $0.01 per share, at a specific ratio within a range from 1-for-8 to 1-for-15, and to grant authorization to our Board of Directors to determine, in its sole discretion, the specific ratio and timing of the reverse split any time before December 31, 2017, subject to the Board of Directors' discretion to abandon such amendment; (2) authorize an adjournment of the Special Meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal l; and (3) transact such other business as may properly come before the Special Meeting or any adjournment or postponement thereof.

Proposal 1 was approved by the Company's stockholders. Set forth below are the final voting results for the proposal submitted to a vote of the stockholders at the Special Meeting. For more information regarding the proposals, see the Company's definitive proxy statement filed with the Securities and Exchange Commission on August 17, 2017.

Proposal l: To approve an amendment to our Certificate of Incorporation to effect a reverse split of all of the outstanding shares of our common stock, par value $0.01 per share, at a specific ratio within a range from 1-for-8 to 1-for-15, and to grant authorization to our Board of Directors to determine, in its discretion, the specific ratio and timing of the reverse split any time before December 31, 2017, subject to the Board of Directors' discretion to abandon such amendment. .

For	10,233,037
Against	3,019,453
Abstain	495,566

Because Proposal 1 was approved by the stockholders, Proposal 2, to authorize an adjournment of the Special Meeting, if necessary, if a quorum is present; to solicit additional proxies if there are not sufficient votes in favor of Proposal l, was not voted on at the Special Meeting. No other business was considered at the Special Meeting.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.11	Amended Certificate of Designation for Series F Convertible Preferred Stock.
10.151	Securities Purchase Agreement, dated as of August 31, 2017, between Rennova Health, Inc. and each purchaser identified on the signature pages thereto (incorporated by reference to Exhibit 10.147 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.152	Form of Senior Secured Original Issue Discount Convertible Debenture (incorporated by reference to Exhibit 10,148 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.153	Form of Series A/B/C Common Stock Purchase Warrant (incorporated by reference to Exhibit 10,149 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.154	Form of Security Agreement, dated March 21, 2017 (incorporated by reference to Exhibit 10,135 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017).
10.155	Form of Exchange Agreement, dated as of August 31, 2017, between Rennova Health, Inc. and the investor signatory thereto (incorporated by reference to Exhibit 10.150 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.156	Subsidiary Guarantee, dated as of September 19, 2017, by the Subsidiary Guarantors party thereto, in favor of the Purchasers.
10.157	Consent, dated as of September 19, 2017 by TCA Global Credit Master Fund, LP.
99.1	Press Release, dated September 22, 2017.

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: September 25, 2017

RENNOVA HEALTH, INC.

By: */s/ Seamus Lagan*
Seamus Lagan
Chief Executive Officer
(principal executive officer)

EXHIBIT INDEX

Exhibit Number	Description
3.11	Amended Certificate of Designation for Series F Convertible Preferred Stock.
10.151	Securities Purchase Agreement, dated as of August 31, 2017, between Rennova Health, Inc. and each purchaser identified on the signature pages thereto (incorporated by reference to Exhibit 10.147 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.152	Form of Senior Secured Original Issue Discount Convertible Debenture (incorporated by reference to Exhibit 10,148 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.153	Form of Series A/B/C Common Stock Purchase Warrant (incorporated by reference to Exhibit 10,149 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.154	Form of Security Agreement, dated March 21, 2017 (incorporated by reference to Exhibit 10,135 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017).
10.155	Form of Exchange Agreement, dated as of August 31, 2017, between Rennova Health, Inc. and the investor signatory thereto (incorporated by reference to Exhibit 10.150 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 1, 2017).
10.156	Subsidiary Guarantee, dated as of September 19, 2017, by the Subsidiary Guarantors party thereto, in favor of the Purchasers.
10.157	Consent, dated as of September 19, 2017 by TCA Global Credit Master Fund, LP.
99.1	Press Release, dated September 22, 2017.

AMENDED CERTIFICATE OF
DESIGNATION OF
SERIES F CONVERTIBLE PREFERRED STOCK
OF RENNOVA HEALTH, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Rennova Health, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 103 thereof, does hereby certify that:

FIRST: A Certificate of Designation of Series F Convertible Preferred Stock was originally filed with the Secretary of State of the State of Delaware on December 29, 2016.

SECOND: An Amended Certificate of Designation of Series F Convertible Preferred Stock was filed with the Secretary of State of the State of Delaware on August 16, 2017.

THIRD: No shares of Series F Convertible Preferred Stock have been issued as of the date of this Amended Certificate of Designation.

FOURTH: The Board of Directors of the Corporation duly adopted the following resolutions on September 20, 2017:

RESOLVED: That the designation and amount, and relative rights, preferences, voting powers and other special rights of the shares of the Corporation's Series F Convertible Preferred Stock, and the qualifications, limitations or restrictions thereof, shall be amended and restated as set forth in *Exhibit A* attached hereto.

RESOLVED: That any officer of the Corporation be, and they hereby are, authorized and directed, in the name and on behalf of the Corporation, to file the Amended Certificate of Designation in accordance with the provisions of Delaware General Corporation Law and to take such actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolution.

FIFTH: The aforesaid resolutions were duly and validly adopted in accordance with the applicable provisions of Section 151 of the General Corporation Law of the State of Delaware and the Certificate of Incorporation and By-Laws of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Amended Certificate of Designation to be executed by its Chief Executive Officer, this 21st day of September, 2017.

RENNOVA HEALTH, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Chief Executive Officer

Exhibit A

1. Designation and Amount. The shares of such series shall be designated as "**Series F Convertible Preferred Stock**" (the "**Series F Preferred Stock**") and the number of shares constituting the Series F Preferred Stock shall be 1,750,000. Such number of shares may be decreased by resolution of the Board adopted and filed pursuant to the DGCL, Section 151(g), or any successor provision; provided, that no such decrease shall reduce the number of authorized shares of Series F Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, warrants, convertible or exchangeable securities or other rights to acquire shares of Series F Preferred Stock. Each share of Series F Preferred Stock shall have a stated value equal to $1.00.

2. Ranking. With respect to (a) dividends (as provided in Section 3 below), the Series F Preferred Stock shall rank (i) on parity with the Corporation's (x) common stock, par value $0.01 per share ("**Common Stock**"), (y) Series G Convertible Preferred Stock, par value $0.01 per share (the "**Series G Preferred Stock**"), and (z) Series H Convertible Preferred Stock, par value $0.01 per share (the "**Series H Preferred Stock**"); (ii) senior to any class or series of preferred stock of the Corporation hereafter created not specifically ranking by its terms senior to or on a parity with the Series F Preferred Stock; and (iii) junior to any other class or series of preferred stock of the Corporation hereafter created specifically ranking by its terms senior to the Series F Preferred Stock; and (b) a Liquidation Event (as defined below), (1) on parity with the Common Stock, (2) senior to any class or series of preferred stock of the Corporation hereafter created not specifically ranking by its terms senior to or on a parity with the Series F Preferred Stock; and (3) junior to the Series G Preferred Stock and the Series H Preferred Stock and any other class or series of preferred stock of the Corporation created concurrently herewith or hereafter created specifically ranking by its terms senior to the Series F Preferred Stock.

3. Dividends. From and after the date of the issuance of any shares of Series F Preferred Stock ("Original Issuance Date"), each holder of outstanding shares of Series F Preferred Stock shall be entitled to receive on account of such shares (participating pari passu with the holders of Common Stock), dividends in cash out of any funds of the Corporation legally available for the payment thereof, at the same time any cash dividend will be paid or declared and set apart for payment on any shares of any Common Stock, in an amount equal to the amount which such holder would have been entitled to receive if such Series F Preferred Stock were converted to Common Stock under Section 6(a) on the date such dividend is paid or declared and set apart for payment (assuming for purposes of this Section 3 that all outstanding shares of Series F Preferred Stock are convertible on such date).

4. Voting Rights. Each holder of outstanding shares of Series F Preferred Stock shall be entitled to vote on all matters submitted to a vote of the holders of the Common Stock. Each share of Series F Preferred Stock shall have one (1) vote, except as otherwise required by law. Except as provided by law, holders of Series F Preferred Stock shall vote together with the holders of Common Stock as a single class.

5. Liquidation Rights. Upon any liquidation, dissolution or winding up of the Corporation (each, a "**Liquidation Event**"), whether voluntary or involuntary, each holder of outstanding shares of Series F Preferred Stock shall be entitled to receive and to be paid out of the assets of the Corporation available for distribution to its stockholders (participating pari passu with the holders of Common Stock), the amount which such holder would have been entitled to receive if such Series F Preferred Stock were converted into Common Stock under Section 6 on the date of such liquidation event (the "**Liquidation Preference**") assuming for purpose of this Section 5 that all outstanding shares of Series F Preferred Stock are convertible on such date). From and after the distribution of such amount, such holder's shares of Series F Preferred Stock shall no longer be deemed to be outstanding, and all rights of such holder relating to such shares shall cease and terminate.

6. Conversion.

(a) Right to Convert. Subject to the terms and conditions of this Section 6, each holder of outstanding shares of Series F Preferred Stock shall have the right to convert, at any time after the first anniversary of the Original Issuance Date, some or all of the outstanding shares of Series F Preferred Stock then held by such holder into that number of fully-paid and non-assessable shares of Common Stock determined by dividing (i) the number of such shares of Series F Preferred Stock to be converted by (ii) the Conversion Price (as defined below) as of the time of such conversion. Such right of conversion shall be exercised by a holder of outstanding shares of Series F Preferred Stock by delivery of a written notice to the Corporation stating that the holder elects to convert a stated number of shares of Series F Preferred Stock into Common Stock and by surrender of a certificate or certificates for the shares so to be converted (the "**Conversion Certificates**") to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of outstanding shares of the Series F Preferred Stock) at any time during its usual business hours on the date set forth in such notice.

For purposes of this Section 6(a), the "Conversion Price" shall be, as of any specified date with respect to any share of Common Stock, the greater of (A) $1.95 or (B), (i) if the Common Stock is traded on a national securities exchange, the average closing sales price of the Common Stock reported on the exchange for the 10 trading days immediately preceding the Conversion Date (as defined below); or (ii) if the Common Stock is not listed on any national securities exchange but is quoted on an inter-dealer quotation system, the average of the bid and ask prices for the Common Stock for the 10 trading days immediately preceding the Conversion Date.

(b) Issuance of Certificate; Time Conversion Effected. Promptly after the receipt of the written notice referred to in Section 6(a) and the surrender of the Conversion Certificates as provided in Section 6(a), the Corporation shall issue and deliver to a holder exercising conversion rights under Section 6(a), at such holder's address as it shall appear on the records of the Corporation, (i) a certificate or certificates representing that number of fully-paid non-assessable shares of Common Stock issuable upon the conversion of such shares of Series F Preferred Stock pursuant to Section 6(a) and (ii) to the extent that such holder exercises his, her or its right to convert some but not all of the outstanding shares of Series F Preferred Stock then held by such holder pursuant to Section 6(a), a certificate or certificates for that number of shares of Series F Preferred Stock represented by the Conversion Certificates for which such holder is not exercising his, her or its conversion rights under Section 6(a) (if any). Such conversion shall be deemed to have been effected as of the date on which the written notice delivered pursuant to Section 6(a) is actually received by the Corporation and the Conversion Certificates shall have been duly surrendered (the "**Conversion Date**"). All dividends accrued but unpaid with respect to any shares of Series F Preferred Stock converted under Section 6(a) shall he paid in cash within seven (7) days following the date on which such shares are converted (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible).

(c) Effect of Subdivision or Combination of Common Stock on Conversions. In case the Corporation shall at any time from and after the Original Issuance Date subdivide by stock split, stock dividend, or otherwise its outstanding shares of Common Stock into a greater number of shares, the number of shares of Common Stock into which the Series F Preferred Stock is convertible shall be proportionately increased; in case the Corporation shall at any time combine (by reverse stock split or otherwise) its outstanding shares of Common Stock into a lesser number of shares, the number of shares of Common Stock into which the Series F Preferred Stock is convertible shall be proportionately decreased.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities, or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of shares of Series F Preferred Stock shall upon conversion of the Series F Preferred Stock as described in this Certificate of Designation have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately therefor receivable upon the conversion of such share or shares of Series F Preferred Stock, such shares of stock, securities, or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of Common Stock equal to the number of shares of such Common Stock immediately receivable upon such conversion had such reorganization or reclassification not taken place. In any such case, appropriate provisions shall he made with respect to the rights and interests of such holder to the end that the provisions hereof shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities, or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Mandatory Conversion; Cancellation. Any shares of Series F Preferred Stock outstanding on the fifth anniversary of the Original Issuance Date (the "**Mandatory Conversion Date**") shall he automatically converted into that number of fully-paid non-assessable shares of Common Stock which the holder thereof would have been entitled to receive had such shares of Series F Preferred Stock been converted into Common Stock pursuant to Section 6(a) on the Mandatory Conversion Date. All certificates evidencing the shares of Series F Preferred Stock held by a holder shall, on the Mandatory Conversion Date or such earlier date on which such certificates are so surrendered for conversion, be deemed to have been retired and canceled and the shares of Series F Preferred Stock represented thereby converted into shares of Common Stock as described above for all purposes. Upon the mandatory conversion of shares of Series F Preferred Stock pursuant to this Section 6(e), all accrued but unpaid dividends thereon shall be paid in cash within seven (7) days following the date on which such shares are converted (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible). The Corporation shall, promptly following the Mandatory Conversion Date, or such earlier date as the certificates representing all of the shares of Series F Preferred Stock held by a holder shall have been duly surrendered by such holder pursuant to this Section 6(e), issue and deliver to such holder, at such holder's address as it shall appear on the records of the Corporation, a certificate or certificates representing that number of fully-paid non-assessable shares of Common Stock issuable upon conversion of such shares pursuant to this Section 6(e).

7. Redemption.

(a) Optional Redemption By Corporation. At any time from and after the first anniversary of the Original Issuance Date, the Corporation has the right to redeem all or any portion of the then outstanding shares of Series F Preferred Stock (a "**Redemption**") for a price per share equal to $1.95 for such share plus any accrued but unpaid dividends on such share (the "**Redemption Price**"). Any such Redemption will occur not more than sixty (60) days following delivery by the Corporation of a written election notice containing the information set forth in Section 7(b) below (the "**Redemption Election Notice**") to the holders of the shares of Series F Preferred Stock to be redeemed. The Corporation is not required to redeem the shares of the Series F Preferred Stock proportionately and may redeem shares held by one holder or any number of holders in combination. The allocation among the holders or shares of Series F Preferred Stock to be redeemed is solely at the discretion of the Corporation. In exchange for the surrender to the Corporation by the respective holders of Series F Preferred Stock of their certificate or certificates representing such shares in accordance with Section 7(c) below, the aggregate Redemption Price for all shares held by each holder of shares of Series F Preferred Stock being redeemed will be payable in cash in immediately available funds to the respective holders of the Series F Preferred Stock on the applicable Redemption Date.

(b) Redemption Notice. In a Redemption Election Notice delivered pursuant to Section 7(a), the Corporation shall state: (a) the number of shares of Series F Preferred Stock held by the holder that the Corporation will redeem on the Redemption Date; (b) the Redemption Price; (c) the date of the closing of the redemption (the "Redemption Date"); and (d) the manner and place designated for surrender by the holder to the Corporation of such holder's certificates representing the shares of Series F Preferred Stock to be redeemed.

(c) Surrender of Certificates. On or before the Redemption Date, each applicable holder of shares of Series F Preferred Stock shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and place designated in the Redemption Election Notice, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, in the manner and place designated in the Redemption Election Notice. The Corporation shall cancel and retire each surrendered certificate and shall thereafter make payment of the applicable Redemption Price by certified check or wire transfer to the holder of record of such certificate.

(d) Rights Subsequent to Redemption. If, on the applicable Redemption Date, the Redemption Price is paid (or tendered for payment) for any of the shares to be redeemed on such Redemption Date, then on such date all rights of the holder in the shares so redeemed and paid or tendered will cease, and such shares will no longer be deemed issued and outstanding.

8. Transfer. Other than to other holders of the Series F Preferred Stock, no share of Series F Preferred Stock or any interest therein may be validly sold, assigned, awarded, pledged, encumbered, disposed or otherwise transferred, for consideration or otherwise, whether voluntarily, involuntarily or by operation of law (collectively, a "Transfer"), unless the holder receives from the Corporation its prior written consent to such Transfer. Any attempt to Transfer that requires consent without such consent by the Corporation shall he null and void in all respects and the purported transferee shall not he recognized by the Corporation as a holder of Series F Preferred Stock for any purpose whatsoever.

9. Covenants. So long as any shares of the Series F Preferred Stock are outstanding, the Corporation shall not amend, alter or repeal any provisions of the Certificate of Incorporation, this Certificate or the Bylaws of the Corporation in a manner that materially adversely affects the powers, preferences or rights of the Series F Preferred Stock.

10. Notices. All notices or communications given hereunder shall he in writing and if to the Corporation, shall be delivered to it at its principal executive offices and, if to any holder of Series F Preferred Stock, shall be delivered to such holder at such holder's address as it appears on the stock books of the Corporation.

11. Waiver. Any of the rights, powers, preferences and other terms of the Series F Preferred Stock set forth herein may be waived on behalf of all holders of Series F Preferred Stock by the affirmative written consent of stockholders holding a majority of the shares of the Series F Preferred Stock.

SUBSIDIARY GUARANTEE

SUBSIDIARY GUARANTEE, dated as of September 19, 2017 (this "Guarantee"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Guarantors"), in favor of the purchasers and investors, as applicable, signatory (together with their permitted assigns, the "Purchasers") to that certain Securities Purchase Agreement ("Purchase Agreement"), dated as of the date hereof, between Rennova Health, Inc., a Delaware corporation (the "Company") and the purchasers and those certain Securities Exchange Agreements ("Exchange Agreement"), dated as of the date hereof, by and between the Company and the investors signatory thereto.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of the date hereof, by and between the Company and the purchasers signatory thereto (the "Purchase Agreement") and the Securities Exchange Agreements, dated as of the date hereof, by and between the Company and the Investors signatory thereto, the Company has agreed to sell and issue to the Purchasers, and the Purchasers have agreed to purchase from the Company the Debentures, subject to the terms and conditions set forth therein; and

WHEREAS, each Guarantor will directly benefit from the extension of credit to the Company represented by the issuance of the Debentures; and

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Purchase Agreement and the Exchange Agreement and to carry out the transactions contemplated thereby, each Guarantor hereby agrees with the Purchasers as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Purchase Agreement and the Exchange Agreement and used herein shall have the meanings given to them in the Purchase Agreement and the Exchange Agreement. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Guarantee shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and Section and Schedule references are to this Guarantee unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The following terms shall have the following meanings:

"Guarantee" means this Subsidiary Guarantee, as the same may be amended, supplemented or otherwise modified from time to time.

"Obligations" means, in addition to all other costs and expenses of collection incurred by Purchasers in enforcing any of such Obligations and/or this Guarantee, all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of the Company or any Guarantor to the Purchasers, including, without limitation, all obligations under this Guarantee, the Debentures and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any of the Purchasers as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) principal of, and interest on the Debentures and the loans extended pursuant thereto; (ii) any and all other fees, indemnities, costs, obligations and liabilities of the Company or any Guarantor from time to time under or in connection with this Guarantee, the Debentures and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Company or any Guarantor. Notwithstanding anything herein to the contrary, any liability or obligations relating to a transaction that is not related, directly or indirectly to the Transaction Documents or any future loan facility shall not be deemed an Obligation hereunder.

2. Guarantee.

(a) Guarantee.

(i) The Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantee to the Purchasers and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

(ii) Anything herein or in any other Transaction Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Transaction Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws, including laws relating to the insolvency of debtors, fraudulent conveyance or transfer or laws affecting the rights of creditors generally (after giving effect to the right of contribution established in Section 2(b)).

(iii) Each Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Purchasers hereunder.

(iv) The guarantee contained in this Section 2 shall remain in full force and effect until all the Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by indefeasible payment in full.

(v) No payment made by the Company, any of the Guarantors, any other guarantor or any other Person or received or collected by the Purchasers from the Company, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Obligations are indefeasibly paid in full.

(vi) Notwithstanding anything to the contrary in this Guarantee, with respect to any defaulted non-monetary Obligations the specific performance of which by the Guarantors is not reasonably possible (e.g. the issuance of the Company's Common Stock), the Guarantors shall only be liable for making the Purchasers whole on a monetary basis for the Company's failure to perform such Obligations in accordance with the Transaction Documents.

(b) Right of Contribution. Subject to Section 2(c), each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2(c). The provisions of this Section 2(b) shall in no respect limit the obligations and liabilities of any Guarantor to the Purchasers and each Guarantor shall remain liable to the Purchasers for the full amount guaranteed by such Guarantor hereunder.

(c) No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Purchasers, no Guarantor shall be entitled to be subrogated to any of the rights of the Purchasers against the Company or any other Guarantor or any collateral security or guarantee or right of offset held by the Purchasers for the payment of the Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Company or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Purchasers by the Company on account of the Obligations are indefeasibly paid in full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Purchasers, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Purchasers in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Purchasers, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Purchasers may determine.

(d) Amendments, Etc. With Respect to the Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Obligations made by the Purchasers may be rescinded by the Purchasers and any of the Obligations continued, and the Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Purchasers, and the Purchase Agreement, Exchange Agreement and the other Transaction Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Purchasers may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Purchasers for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. The Purchasers shall have no obligation to protect, secure, perfect or insure any Lien at any time held by them as security for the Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

(e) Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Purchasers upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Company and any of the Guarantors, on the one hand, and the Purchasers, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives to the extent permitted by law diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Company or any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance without regard to (a) the validity or enforceability of the Purchase Agreement, Exchange Agreement or any other Transaction Document, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Purchasers, (b) any defense, set-off or counterclaim (other than a defense of payment or performance or fraud by Purchasers) which may at any time be available to or be asserted by the Company or any other Person against the Purchasers, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Company or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Company for the Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Purchasers may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as they may have against the Company, any other Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Purchasers to make any such demand, to pursue such other rights or remedies or to collect any payments from the Company, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Company, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Purchasers against any Guarantor. For the purposes hereof, "demand" shall include the commencement and continuance of any legal proceedings.

(f) Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Purchasers upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

(g) Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Purchasers without set-off or counterclaim in U.S. dollars at the address set forth or referred to in the Signature Pages to the Purchase Agreement or the Exchange Agreement, as applicable.

3. Representations and Warranties. Each Guarantor hereby makes the following representations and warranties to Purchasers as of the date hereof:

(a) Organization and Qualification. Except as set forth on Schedule I, the Guarantor is a corporation or limited liability company, duly incorporated or organized, validly existing and in good standing under the laws of the applicable jurisdiction set forth on Schedule 1, with the requisite corporate or company power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Guarantor has no subsidiaries other than those identified as such on the Disclosure Schedules to the Purchase Agreement. The Guarantor is duly qualified to do business and is in good standing as a foreign corporation or company in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not, individually or in the aggregate, (x) adversely affect the legality, validity or enforceability of any of this Guaranty in any material respect, (y) have a material adverse effect on the results of operations, assets, prospects, or financial condition of the Guarantor or (z) adversely impair in any material respect the Guarantor's ability to perform fully on a timely basis its obligations under this Guaranty (a "Material Adverse Effect").

(b) Authorization; Enforcement. The Guarantor has the requisite corporate or other power and authority to enter into and to consummate the transactions contemplated by this Guaranty, and otherwise to carry out its obligations hereunder. The execution and delivery of this Guaranty by the Guarantor and the consummation by it of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action on the part of the Guarantor. This Guaranty has been duly executed and delivered by the Guarantor and constitutes the valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its 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.

(c) No Conflicts. The execution, delivery and performance of this Guaranty by the Guarantor and the consummation by the Guarantor of the transactions contemplated thereby do not and will not (i) conflict with or violate any provision of its Certificate of Incorporation, or By-laws, articles of organization or operating agreement or (ii) conflict with, constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Guarantor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Guarantor is subject (including Federal and State securities laws and regulations), or by which any material property or asset of the Guarantor is bound or affected, except in the case of each of clauses (ii) and (iii), such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as could not, individually or in the aggregate, have or result in a Material Adverse Effect. The business of the Guarantor is not being conducted in violation of any law, ordinance or regulation of any governmental authority, except for violations which, individually or in the aggregate, do not have a Material Adverse Effect.

(d) Consents and Approvals. The Guarantor is not required to obtain any consent, waiver, authorization or order of, or make any filing or registration with, any court or other federal, state, local, foreign or other governmental authority or other person in connection with the execution, delivery and performance by the Guarantor of this Guaranty.

(e) Purchase Agreement. The representations and warranties of the Company set forth in the Purchase Agreement and the Exchange Agreement as they relate to such Guarantor, each of which is hereby incorporated herein by reference, are true and correct as of each time such representations are deemed to be made pursuant to such Purchase Agreement and Exchange Agreement, and the Purchasers shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Company's knowledge shall, for the purposes of this Section 3, be deemed to be a reference to such Guarantor's knowledge.

(f) Foreign Law. Each Guarantor has consulted with appropriate foreign legal counsel with respect to any of the above representations for which non-U.S. law is applicable. Such foreign counsel have advised each applicable Guarantor that such counsel knows of no reason why any of the above representations would not be true and accurate. Such foreign counsel were provided with copies of this Subsidiary Guarantee and the Transaction Documents prior to rendering their advice.

4. Covenants.

(a) Each Guarantor covenants and agrees with the Purchasers that, from and after the date of this Guarantee until the Obligations shall have been indefeasibly paid in full, such Guarantor shall take, and/or shall refrain from taking, as the case may be, each commercially reasonable action that is necessary to be taken or not taken, as the case may be, so that no Event of Default (as defined in the Debentures) is caused by the failure to take such action or to refrain from taking such action by such Guarantor.

(b) So long as any of the Obligations are outstanding, unless Purchasers holding at least 67% of the aggregate principal amount of the then outstanding Debentures shall otherwise consent in writing, each Guarantor will not directly or indirectly on or after the date of this Guarantee:

i. enter into, create, incur, assume or suffer to exist any indebtedness in excess of $100,000 for borrowed money of any kind (other than any indebtedness existing on the date hereof), including but not limited to, a guarantee, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom;

ii. enter into, create, incur, assume or suffer to exist any liens of any kind, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom, except for any liens existing on the date hereof;

iii. amend its certificate of incorporation, bylaws or other charter documents so as to adversely affect any rights of any Purchaser;

iv. repay, repurchase or offer to repay, repurchase or otherwise acquire more than a de minimis number of shares of its securities or debt obligations except pursuant to their terms as such terms exist on the date hereof;

v. pay cash dividends on any equity securities of the Company;

vi. enter into any transaction with any Affiliate of the Guarantor which would be required to be disclosed in any public filing of the Company with the Commission, unless such transaction is made on an arm's-length basis and expressly approved by a majority of the disinterested directors of the Company (even if less than a quorum otherwise required for board approval); or

vii. enter into any agreement with respect to any of the foregoing.

5. Miscellaneous.

(a) Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except in writing by the Purchasers.

(b) Notices. All notices, requests and demands to or upon the Purchasers or any Guarantor hereunder shall be effected in the manner provided for in the Purchase Agreement or Exchange Agreement, as applicable, provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 5(b).

(c) No Waiver By Course Of Conduct; Cumulative Remedies. The Purchasers shall not by any act (except by a written instrument pursuant to Section 5(a)), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Transaction Documents or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Purchasers, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Purchasers of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Purchasers would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(d) Enforcement Expenses; Indemnification.

(i) Each Guarantor agrees to pay, or reimburse the Purchasers for, all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Guarantee and the other Transaction Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to the Purchasers.

(ii) Each Guarantor agrees to pay, and to save the Purchasers harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable in connection with any of the transactions contemplated by this Guarantee.

(iii) Each Guarantor agrees to pay, and to save the Purchasers harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Guarantee to the extent the Company would be required to do so pursuant to the Purchase Agreement and Exchange Agreement.

(iv) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Purchase Agreement, Exchange Agreement and the other Transaction Documents.

(e) Successor and Assigns. This Guarantee shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Purchasers and their respective successors and assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Guarantee without the prior written consent of the holders of the Obligations.

(f) Set-Off. Each Guarantor hereby irrevocably authorizes the Purchasers at any time and from time to time while an Event of Default under any of the Transaction Documents shall have occurred and be continuing, without notice to such Guarantor or any other Guarantor, any such notice being expressly waived by each Guarantor, to set-off and appropriate and apply any and all deposits, credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Purchasers to or for the credit or the account of such Guarantor, or any part thereof in such amounts as the Purchasers may elect, against and on account of the obligations and liabilities of such Guarantor to the Purchasers hereunder and claims of every nature and description of the Purchasers against such Guarantor, in any currency, whether arising hereunder, under the Purchase Agreement, Exchange Agreement and any other Transaction Document or otherwise, as the Purchasers may elect, whether or not the Purchasers have made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Purchasers shall notify such Guarantor promptly of any such set-off and the application made by the Purchasers of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Purchasers under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Purchasers may have.

(g) Counterparts. This Guarantee may be executed by one or more of the parties to this Guarantee on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

(h) Severability. Any provision of this Guarantee 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.

(i) Section Headings. The Section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(j) Integration. This Guarantee and the other Transaction Documents represent the agreement of the Guarantors and the Purchasers with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Purchasers relative to the subject matter hereof and thereof not expressly set forth or referred to herein or in the other Transaction Documents.

(k) Governing Laws. All questions concerning the construction, validity, enforcement and interpretation of this Guarantee shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each of the Company and the Guarantors agree that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Guarantee (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Each of the Company and the Guarantors hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Guarantee and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Guarantee or the transactions contemplated hereby.

(l) Acknowledgements. Each Guarantor hereby acknowledges that:

(i) it has been advised by counsel in the negotiation, execution and delivery of this Guarantee and the other Transaction Documents to which it is a party;

(ii) the Purchasers have no fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Guarantee or any of the other Transaction Documents, and the relationship between the Guarantors, on the one hand, and the Purchasers, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(iii) no joint venture is created hereby or by the other Transaction Documents or otherwise exists by virtue of the transactions contemplated hereby among the Guarantors and the Purchasers.

(m) Additional Guarantors. The Company shall cause each of its subsidiaries formed or acquired on or subsequent to the date hereof to become a Guarantor for all purposes of this Guarantee by executing and delivering an Assumption Agreement in the form of Annex 1 hereto.

(n) Release of Guarantors. Each Guarantor will be released from all liability hereunder concurrently with the indefeasible repayment in full of all amounts owed under the Purchase Agreement, the Exchange Agreement, the Debentures and the other Transaction Documents.

(o) Seniority. The Obligations of each of the Guarantors hereunder rank senior in priority to any other Indebtedness (as defined in the Purchase Agreement) of such Guarantor or pari passu as to any obligation under the Subsidiary Guarantee dated as of March 20, 2017.

(p) WAIVER OF JURY TRIAL. **EACH GUARANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE PURCHASERS, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTEE AND FOR ANY COUNTERCLAIM THEREIN.**

****

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee to be duly executed and delivered as of the date first above written.

CollabRx, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Chief Executive Officer

Health Technology Solutions, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Chief Executive Officer

Medytox Institute of Laboratory Medicine, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Chief Executive Officer

Medical Billing Choices, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: President

Medytox Diagnostics, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Chief Executive Officer

Medytox Medical Marketing & Sales, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

PB Laboratories, LLC

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Biohealth Medical Laboratory, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Alethea Laboratories, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

International Technologies, LLC

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

EPIC Reference Labs, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Clinlab, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: President

Medical Mime, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Epinex Diagnostics Laboratories, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Epinex Diagnostics Laboratories, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

Platinum Financial Solutions, LLC

By: */s/ Sebastien Sainsbury*
Name: Sebastien Sainsbury
Title: Manager

Advanced Molecular Services Group, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Secretary

SCHEDULE 1

GUARANTORS

The following are the names and jurisdiction of organization of each Subsidiary Guarantor. The notice address of each Subsidiary Guarantor is c/o Rennova Health, Inc., 400 South Australian Avenue, Suite 800, West Palm Beach, Florida 33401, Attn: Seamus Lagan.

(i) **Entities owned 100% by Rennova Health, Inc.:**

Medytox Solutions, Inc.	Nevada
Advanced Molecular Services Group, Inc.	Florida

(ii) **Entities owned 100% by Medytox Solutions, Inc.:**

Medytox Institute of Laboratory Medicine, Inc.	Florida
Medytox Medical Marketing & Sales, Inc.	Florida
Medical Billing Choices, Inc.	North Carolina
Medytox Diagnostics, Inc.	Florida
Health Technology Solutions, Inc.	Florida

(iii) **Entities owned 100% by Health Technology Solutions, Inc.:**

Medical Mime, Inc.	Florida
Clinlab, Inc.	Florida

(iv) **Entities owned 100% by Medytox Diagnostics, Inc.:**

International Technologies, LLC	New Jersey
PB Laboratories, LLC	Florida
Epinex Diagnostics Laboratories, Inc.	California
Biohealth Medical Laboratory, Inc.	Florida
Epic Reference Labs, Inc.	Florida

(v) **Entity owned 100% by Epinex Diagnostics Laboratories, Inc.:**

Epinex Diagnostics Laboratories, Inc.	Nevada

(vi) **Entity owned 100% by Platinum Financial Solutions, Ltd.:**

Platinum Financial Solutions, LLC	Florida

(vii) **Entities owned 100% by Advanced Molecular Services Group, Inc.:**

CollabRx, Inc.	Delaware
Alethea Laboratories, Inc.	Texas *(Not currently in good standing)*

Annex 1 to
SUBSIDIARY GUARANTEE

ASSUMPTION AGREEMENT, dated as of ____ __, _____ made by _____, a _____ corporation (the "Additional Guarantor"), in favor of the Purchasers pursuant to the agreements referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such agreements.

W I T N E S S E T H :

WHEREAS, Rennova Health, Inc., a Delaware corporation (the "Company") and the Purchasers have entered into a Securities Purchase Agreement and Securities Exchange Agreements, each dated as of September 19, 2017 (as amended, supplemented or otherwise modified from time to time, collectively, the "Agreements");

WHEREAS, in connection with the Agreements, the Subsidiaries of the Company (other than the Additional Guarantor) have entered into the Subsidiary Guarantee, dated as of September 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Guarantee") in favor of the Purchasers;

WHEREAS, the Agreements require the Additional Guarantor to become a party to the Guarantee; and

WHEREAS, the Additional Guarantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee. By executing and delivering this Assumption Agreement, the Additional Guarantor, as provided in Section 5(m) of the Guarantee, hereby becomes a party to the Guarantee as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedule 1 to the Guarantee. The Additional Guarantor hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Guarantee is true and correct on and as the date hereof as to such Additional Guarantor (after giving effect to this Assumption Agreement) as if made on and as of such date.

2 . Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONALGUARANTOR]

By: _____
Name:
Title:

CONSENT

Consent (this "Consent"), dated as of September 19, 2017, by TCA Global Credit Master Fund, LP, a limited partnership organized and existing under the laws of the Cayman Islands ("TCA").

WHEREAS, TCA and certain other parties entered into that certain Intercreditor Agreement, dated March 20, 2017 (the "Intercreditor Agreement");

WHEREAS, Rennova Health, Inc. a Delaware corporation ("Rennova"), has entered into a Securities Purchase Agreement, dated as of August 31, 2017 (the "Purchase Agreement"), with each purchaser identified on the signature pages thereto;

WHEREAS, this Consent is a condition to the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, TCA is not obligated to execute this Consent and, but for the terms and conditions herein contained, would not execute this Consent.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Rennova hereby agrees (i) on the date hereof, to pay TCA in an amount equal to $400,000, which such amount shall be applied to amounts currently outstanding and owing to TCA by Rennova and the Credit Parties (as defined below); (ii) on the date hereof, to pay counsel to TCA in an amount equal to $3,500, which such amount shall be in consideration of legal services provided in connection with this Consent and documents prepared in connection herewith; (iii) as soon as possible, but in any event not later than October 31, 2017, to pay TCA an amount equal to $300,000, which such amount shall be applied to amounts currently outstanding and owing to TCA by Rennova and the Credit Parties; (iv) as soon as possible, but in any event not later than November 30, 2017, to pay TCA an amount equal to $300,000, which such amount shall be applied to amounts currently outstanding and owing to TCA by Rennova and the Credit Parties; and (v) as soon as possible, but in any event not later than December 31, 2017, to pay any and all then outstanding and owing amounts to TCA by Rennova and the Credit Parties, including, but not limited to, all then outstanding interest, principal, fees, advisory fees, and expenses. This is an amendment to Schedule A attached to the Side Letter agreement between the parties, dated March 20, 2017.

2. By its execution hereof, Rennova hereby consents to the payment contained in items 1(i) and 1(ii) above from the proceeds of the Debentures and hereby instructs Shutts & Bowen LLP ("Shutts") to make payment directly to Lucosky Brookman LLP, as counsel to TCA, from the proceeds of the Debentures. Shutts hereby agrees to make the payments contained in items 1(i) and 1(ii) above directly to Lucosky Brookman LLP, as counsel to TCA, by wire transfer immediately upon and concurrently with the funding to Rennova. Payments shall be made to the attorney escrow account of Lucosky Brookman LLP, counsel to TCA (Account Name: Lucosky Brookman LLP Attorney Trust Account; Bank: HSBC Bank N.A.; Routing Number: 021001088; Account Number: 387008438).

3. Subject to the satisfaction of the payments contained in items 1(i) and 1(ii) above, TCA hereby consents (i) to the Purchase Agreement and the consummation of the transactions contemplated therein and (ii) to have the Debentures (as defined in the Purchase Agreement) be included in the Intercreditor Agreement as part of the Sabby Management Loan (as defined in the Intercreditor Agreement).

4. Rennova, Medytox Solutions, Inc., Health Technology Solutions, Inc., Medytox Institute of Laboratory Medicine, Inc., Medical Billing Choices Inc., Medytox Diagnostics, Inc., Medytox Medical Marketing & Sales, Inc., PB Laboratories, LLC, Biohealth Medical Laboratory Inc., Alethea Laboratories, Inc., International Technologies, LLC, EPIC Reference Labs, Inc., Clinlab, Inc., Medical Mime, Inc., Epinex Diagnostics Laboratories, Inc., Epinex Diagnostics Laboratories, Inc., and Platinum Financial Solutions, LLC, (together, the "Credit Parties") hereby acknowledges, represents, warrants and confirms to TCA that: (i) each of the Transaction Documents (as defined in the TCA Credit Agreement (as defined in the Intercreditor Agreement) executed by Rennova and the Credit Parties, respectively and as applicable, are valid and binding obligations of Rennova and the Credit Parties, respectively and as applicable, enforceable against each of them in accordance with their respective terms; (ii) all other Obligations (as defined in the TCA Credit Agreement) of Rennova and the Credit Parties shall be and continue to be and remain secured by and under the Transaction Documents and all UCC-1 Financing Statements filed in connection therewith; and (iii) TCA's security interests are and remain valid, perfected, first-priority security interests (subject only to the Intercreditor Agreement).

5. Rennova and the Credit Parties hereby agree that failure to satisfy any of the items contained in paragraph 1 above on or prior to the dates specified therein shall constitute an immediate Event of Default (as defined in the TCA Credit Agreement). In addition to any and all rights and remedies contained in the TCA Credit Agreement and the TCA Loan Documents (as defined in the Intercreditor Agreement), (i) upon the occurrence of an Event of Default due to Rennova's failure to pay the amounts provided in paragraph 1 above on or before the dates therein provided, Rennova and the Credit Parties shall pay TCA an amount equal to $250,000 as liquidated damages, in addition to any and all amounts outstanding and owing to TCA by Rennova and the Credit Parties in connection with the TCA Credit Agreement and the TCA Loan Documents; and (ii) upon the occurrence of an Event of Default, TCA shall be permitted to file a Confession of Judgement against Rennova and the Credit Parties (in the form attached hereto as Exhibit A) with any State or Federal court.

6. Except as expressly provided herein, the Intercreditor Agreement remains in full force and effect and the terms of this Consent are subject to and governed by the terms of the Intercreditor Agreement.

7. As a material inducement for TCA to execute this Consent, each of the Credit Parties hereby releases, waives, discharges, covenants not to sue, acquits, satisfies and forever discharges TCA and its respective successors and assigns, from any and all claims whatsoever in law or in equity which the Credit Parties, or any one of them, ever had, now have, or which any successor or assign of the Credit Parties hereafter can, shall or may have against TCA and its respective successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever related to the Transaction Documents through the date hereof. In addition to, and without limiting the generality of foregoing, the Credit Parties further covenant with and warrant unto TCA, that there exist no claims, counterclaims, defenses, objections, offsets or other claims against TCA.

8. This Consent shall be governed by and construed in accordance with the laws of the State of Nevada without regard to choice of law principles. Any dispute arising under or relating to or in connection with this letter agreement shall be subject to the exclusive jurisdiction and venue of the State and/or Federal courts located in Broward County, Florida. This letter agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Consent is executed and delivered as of the date first written above.

TCA GLOBAL CREDIT MASTER FUND, LP

By: TCA Global Credit Fund GP, Ltd.
Its: General Partner

By: _____
Name: Robert Press
Title: Director

ACKNOWLEDGED AND AGREED:

SHUTTS & BOWEN LLP

By: _____
Name:
Title:

RENNOVA HEALTH, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDYTOX SOLUTIONS, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

HEALTH TECHNOLOGY SOLUTIONS, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDYTOX INSTITUTE OF LABORATORY MEDICINE, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDICAL BILLING CHOICES, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDYTOX DIAGNOSTICS, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDYTOX MEDICAL MARKETING & SALES, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

PB LABORATORIES, LLC

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

BIOHEALTH MEDICAL LABORATORY, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

ALETHEA LABORATORIES, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

INTERNATIONAL TECHNOLOGIES, LLC

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

EPIC REFERNCE LABS, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

CLINLAB, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

MEDICAL MIME, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

EPINEX DIAGNOSTICS LABORATORIES, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

PLATINUM FINANCIAL SOLUTIONS, LLC

By: _____
Name:
Title:

Subscribed and sworn to before me by _____ on this ___ day of _____ 2017.

_____
Notary Public

RennovaHealth
Solutions Driven By Innovation

RENNOVA HEALTH, INC. ANNOUNCES REVERSE STOCK SPLIT

WEST PALM BEACH, Fla. (September 22, 2017) – Rennova Health, Inc. (NASDAQ: RNVA) (NASDAQ: RNVAZ) today announced that effective at 5:00 pm, Eastern Time, on October 5, 2017 (the "Effective Time"), the Company will effect a 1 for 15 reverse stock split of its outstanding common stock. The Company's common stock will open for trading on The NASDAQ Capital Market on Friday October 6, 2017, on a post-split basis.

The reverse stock split is intended to increase the per share trading price of the Company's common stock to satisfy the $1.00 minimum bid price requirement for continued listing on The NASDAQ Capital Market. As a result of the reverse stock split, every 15 shares of the Company's common stock issued and outstanding on the Effective Time will be consolidated into one issued and outstanding share, except to the extent that the reverse stock split results in any of the Company's stockholders owning a fractional share, which fractional share will be in that case paid in cash. In connection with the reverse stock split, there will be no change in the nominal par value per share of $0.01.

Trading of the Company's common stock on The NASDAQ Capital Market will continue, on a split-adjusted basis, with the opening of the markets on Friday, October 6, 2017, under the existing trading symbol "RNVA" under a new CUSIP number. Based on the number of shares currently outstanding, the reverse stock split will reduce the number of shares of the Company's common stock outstanding from approximately 20.4 million pre-reverse split shares to approximately 1.4 million post-reverse split.

All outstanding preferred shares, stock options, warrants, and equity incentive plans immediately prior to the reverse stock split generally will be appropriately adjusted by dividing the number of shares of common stock into which the preferred shares, stock options, warrants and equity incentive plans are exercisable or convertible by 15 and multiplying the exercise or conversion price by 15, as a result of the reverse stock split.

The Company has retained its transfer agent, Computershare, Inc., to act as its exchange agent for the reverse stock split. Computershare will provide stockholders of record as of the Effective Time a letter of transmittal providing instructions for the exchange of their stock certificates. Stockholders owning shares via a broker or other nominee will have their positions automatically adjusted to reflect the reverse stock split, subject to brokers' particular processes, and will not be required to take any action in connection with the reverse stock split.

The reverse stock split was approved by the directors of the Company on September 21, 2017, pursuant to a resolution adopted by the stockholders of the Company at the special meeting of stockholders held on September 20, 2017.

About Rennova Health, Inc.

Rennova provides industry-leading diagnostics and supportive software solutions to healthcare providers, delivering an efficient, effective patient experience and superior clinical outcomes. Through an ever-expanding group of strategic brands that work in unison to empower customers, we are creating the next generation of healthcare. For more information, please visit www.rennovahealth.com.

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. Actual results may differ from expectations and, consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Additional information concerning these and other risk factors are contained in the Company's most recent filings with the Securities and Exchange Commission. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in their expectations or any change in events, conditions or circumstances on which any such statement is based, except as required by law.

Contacts:

Rennova Health
Sebastien Sainsbury
561-666-9818
ssainsbury@rennovahealth.com

Investors

LHA
Kim Golodetz
212-838-3777
Kgolodetz@lhai.com

Bruce Voss
310-691-7100
Bvoss@lhai.com

# # #