
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): October 16, 2017

RENOVA HEALTH, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35141
(Commission
File Number)

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

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

33401
(Zip Code)

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

(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.

As previously announced, on September 19, 2017 Rennova Health, Inc. (the “Company”) closed offerings of an aggregate of \$7,016,136 principal amount of Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019 (the “Debentures”) and Warrants to purchase shares of the Company’s common stock (the “Warrants”). Pursuant to the terms of an Amendment, dated as of October 16, 2017 (the “Amendment”), the Company and the purchasers of the Debentures and the Warrants amended the terms of the Debentures and the Warrants primarily to provide that (i) the minimum exercise and conversation prices are adjusted for the recent 1-for-15 reverse stock split effective on October 5, 2017 and for all subsequent reverse and forward splits and the like; and (ii) the maximum aggregate number of shares of common stock for which the Debentures and the Warrants may be converted and exercised prior to the receipt of Shareholder Approval (as defined in the Debentures and the Warrants) is reduced from 4,075,010 shares to 1,420,048 shares.

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

Item 3.03 Material Modification to Rights of Security Holders.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.158 [Amendment, dated as of October 16, 2017, among Rennova Health, Inc. and Sabby Healthcare Master Fund, Ltd. and Sabby Volatility Warrant Master Fund, Ltd.](#)

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: October 16, 2017

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan

Chief Executive Officer

(principal executive officer)

AMENDMENT

Amendment, dated as of October 16, 2017 (this “Amendment”), among Rennova Health, Inc., a Delaware corporation (the “Company”), and Sabby Healthcare Master Fund, Ltd. and Sabby Volatility Warrant Master Fund, Ltd. (each, an “Investor” and, collectively, the “Investors”).

WHEREAS, the Company and the Investors are parties to the Securities Purchase Agreement, dated as of August 31, 2017 (the “Purchase Agreement”);

WHEREAS, the Company and each Investor are parties to Exchange Agreements, dated as of August 31, 2017 (the “Exchange Agreements”);

WHEREAS, pursuant to the Purchase Agreement and the Exchange Agreements, the Company issued Debentures and Warrants (as such terms are defined in the Purchase Agreement and the Exchange Agreements) to the Investors;

WHEREAS, the Company and the Investors are parties to the Registration Rights Agreement, dated August 31, 2017 (the “Registration Rights Agreement”);

WHEREAS, the Company and the Investors desire to amend the Purchase Agreement, the Exchange Agreements, the Debentures, the Warrants and the Registration Rights Agreement; and

WHEREAS, the amendments set forth hereunder to the floor prices reflect the recent 1-for-15 reverse stock split effected on October 5, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Exchange Agreements. The 60 and 90 days figures in the first sentence of Section 4.11(d) of the Purchase Agreement and in the first sentence of Section 1.4 of each Exchange Agreement are deleted and replaced with December 15, 2017 and January 15, 2018, respectively, provided, however, that the Company files the preliminary proxy statement required thereunder on or before October 31, 2017 and undertakes to hold the meeting as soon as possible thereafter.

2. Debentures.

(a) The definition of the term “Equity Conditions” in the Debentures is amended by deleting clause (k) in its entirety and replacing it with the following:

(k) The Alternative Conversion Price is not less than \$0.78, as such figure may be adjusted for reverse and forward stock splits and the like.

(b) Section 4(e) of the Debentures is amended by deleting the figure 4,075,010 and replacing it with the figure 1,420,048.

(c) Section 5(b) of the Debentures is amended by deleting the figure \$0.052 and replacing it with the figure \$0.78 and by deleting the parenthetical immediately thereafter and replacing it with the following:

(as such figure may be adjusted for reverse and forward stock splits and the like)

(d) Section 6(b) of the Debentures is amended by deleting the figure \$0.052 and replacing it with the figure \$0.78 and by deleting the parenthetical immediately thereafter and replacing it with the following:

(as such figure may be adjusted for reverse and forward stock splits and the like)

3. Warrants.

(a) Section 2(f) of the Warrants is amended by deleting the figure 4,075,010 and replacing it with the figure 1,420,048.

(b) The first sentence of Section 3(b) of the Warrants as amended by deleting the figure \$0.052 and replacing it with the figure \$0.78 and by deleting the words immediately thereafter and replacing them with the following:

as such figure may be adjusted for reverse stock splits and the like.

4. Registration Rights Agreement.

(a) The first sentence of the definition of the term “Effectiveness Date” in the Registration Rights Agreement is amended by deleting the words “the date hereof” in two places and replacing them in each case with the words “the written request of the Purchasers”.

(b) The definition of the term “Filing Date” in the Registration Rights Agreement is amended by deleting the words “the date hereof” and replacing them with the words “the written request of the Purchasers”.

5. Representations. The Investors represent and warrant to the Company that they are the record owners of all of the Debentures, Warrants and Registrable Securities (as defined in the Registration Rights Agreement).

6. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Name: Seamus Lagan

Title: Chief Executive Officer

SABBY HEALTHCARE MASTER FUND, LTD.

By: Sabby Management, LLC, its
Investment Manager

By: /s/ Robert Grundstein

Name: Robert Grundstein

Title: COO

SABBY VOLATILITY WARRANT MASTER FUND, LTD.

By: Sabby Management, LLC, its
Investment Manager

By: /s/ Robert Grundstein

Name: Robert Grundstein

Title: COO

