
**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): March 5, 2018

Rennova Health, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-35141
(Commission File Number)

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

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

33401
(Zip Code)

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

(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 March 5, 2018, Rennova Health, Inc. (the “Company”) closed an offering of \$2,480,000 aggregate principal amount of Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019 (the “Debentures”). The offering was pursuant to the terms of an Additional Issuance Agreement, dated as of March 5, 2018 (the “Issuance Agreement”), between the Company and certain existing institutional investors of the Company. The Company received proceeds of \$2,000,000 in the offering.

The terms of the Debentures are the same as those issued by the Company under the previously-announced Securities Purchase Agreement, dated as of August 31, 2017, pursuant to which the Company issued \$2,604,000 aggregate principal amount of Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019. The Debentures may also be exchanged for shares of the Company’s Series I-2 Convertible Preferred Stock under the terms of the previously-announced Exchange Agreements, dated as of October 30, 2017.

The Debentures were issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended, and by Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering.

The foregoing description of the Issuance Agreement does not purport to be complete and is qualified in its entirety by reference to the form of the Issuance Agreement, which is attached hereto as Exhibit 10.164 and is incorporated by reference herein.

On March 5, 2018, the Company issued a press release announcing the signing of the Issuance Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

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

Item 8.01. Other Events.

As a result of conversions of certain of the Company’s convertible securities, as of March 5, 2018 the Company had 290,456,323 shares of common stock issued and outstanding.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Exhibit Description</u> |
|--------------------|--|
| 10.164 | Form of Additional Issuance Agreement, dated as of March 5, 2018 |
| 99.1 | Press Release dated March 5, 2018 |

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: March 6, 2018

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan

Chief Executive Officer

(principal executive officer)

**FORM OF
ADDITIONAL ISSUANCE AGREEMENT**

This Additional Issuance Agreement (this "Agreement"), dated as of March 5, 2018, is made pursuant to that certain Securities Purchase Agreement, dated as of August 31, 2017 (the "Purchase Agreement"), as amended, by and between Rennova Health, Inc. (the "Company") and the purchaser signatory hereto (the "Purchaser") for the purchase of the Company's Senior Secured Original Issue Discount Convertible Debenture due September 19, 2019 (the "Additional Debenture"). **Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement.**

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

1. Issuance of Additional Debenture. The Company hereby agrees to issue to the Purchaser, and the Purchaser hereby agrees to purchase, a debenture of the Company in the aggregate principal amount of \$ _____, which debenture shall be in the form of the Debenture (a "Additional Debenture"). The total purchase price to the Purchaser for the purchase of the Additional Debenture is \$ _____, which represents an original issue discount to the principal of the Additional Debenture. The Company shall promptly deliver to the Purchaser the Additional Debenture.

2. Documents. The rights and obligations of the Purchaser and of the Company with respect to the Additional Debenture and the shares of Common Stock issuable under the Additional Debenture (the "New Underlying Shares") shall be identical in all respects to the rights and obligations of such Purchaser and of the Company with respect to the Debentures and the Underlying Shares issued and issuable pursuant to the Purchase Agreement. Any rights of a Purchaser or covenants of the Company which are dependent on such Purchaser holding securities of the Company or which are determined in magnitude by such Purchaser's purchase of securities pursuant to the Purchase Agreement shall be deemed to include any securities purchased or issuable hereunder. The Purchase Agreement is hereby amended so that the term "Debentures" includes the Additional Debenture issued hereunder and "Underlying Shares" includes the New Underlying Shares.

3. Security Interest and Mortgage. Company hereby acknowledges and agrees that (a) the security interests granted to the holders of the Existing Debentures and Debentures pursuant to the Existing Security Agreement applies to and covers the obligations of the Company to the Purchasers evidenced by the Additional Debentures, (b) upon the filing of the Amendment to the Existing Mortgage (as defined in the Purchase Agreement), the liens granted to the Purchasers pursuant to the Existing Mortgage applies to and covers the obligations of the Company to the Purchasers evidenced by the Additional Debentures and (c) the Additional Debentures rank pari passu to the Existing Debentures and the Debentures.

4. Subsidiary Guarantee. The Additional Debenture constitutes an “Obligation” under the Subsidiary Guarantee as if the Additional Debentures were Debentures issued pursuant to the Purchase Agreement.

5. Subordination Agreement. The Company shall have received confirmations and acknowledgments from the signatories thereto that the Additional Debentures are subject to the subordination agreements required pursuant to the Purchase Agreement.

6. Additional Mortgage. Upon the consummation of the acquisition of the assets of an acute care hospital in Jamestown, Tennessee pursuant to the agreement dated as of January 31, 2018, at the closing thereof, the Company shall, or shall cause the applicable Subsidiary to, grant the Purchaser a first mortgage or deed of trust lien on the real estate included in such transaction.

7. Exchange Right. Reference is made to that certain Exchange Agreement, dated October 30, 2017, by and between the Company and the Purchaser (“Exchange Agreement”) and the Series I-2 Convertible Preferred Stock (“Preferred Stock”) issuable upon exchange of the Existing Securities (as defined thereunder). The Purchaser shall have the right, in its sole discretion, to exchange, from time to time and all or in part, any principal amount of the Additional Debentures pursuant to the Exchange Agreement as if such Additional Debentures were Existing Securities. The issuance of Exchange Securities in exchange for Additional Debentures shall be on the same terms and conditions as the exchange for Existing Securities. The Exchange Agreement is hereby amended to include in the definition of Existing Securities the Additional Debentures in all respects.

8. Representations and Warranties of the Company. The Company hereby makes to the Purchaser the following representations and warranties:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its stockholders in connection therewith. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents; or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien (except as contemplated by the Security Documents) upon any of the properties or assets of the Company in connection with, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which such Company is a party or by which any property or asset of the Company is bound or affected; or (iii) subject to the Required Approvals, conflict with or 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 Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except, in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(c) Issuance of the Additional Debenture. The Additional Debenture is duly authorized and, upon the execution of this Agreement by a Purchaser, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Additional Underlying Shares, when issued in accordance with the terms of the Additional Debenture, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock a number of shares of Common Stock for issuance of the Additional Underlying Shares at least equal to the Required Minimum on the date hereof.

(d) Affirmation of Prior Representations and Warranties. Except as set forth on Schedule 8(d) hereto, the Company hereby represents and warrants to each Purchaser that the Company's representations and warranties listed in Section 3.1 of the Purchase Agreement are true and correct as of the date hereof.

9. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof to the Company as follows:

(a) Authority. The execution, delivery and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Purchaser. This Agreement has been duly executed by such Purchaser and, when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Such Purchaser (i) understands that the Additional Debenture is a “restricted security” and have not been registered under the Securities Act or any applicable state securities law, (ii) is acquiring the Additional Debenture as principal for its own account and not with a view to or for distributing or reselling such Additional Debenture or any part thereof in violation of the Securities Act or any applicable state securities law, (iii) has no present intention of distributing any of such securities in violation of the Securities Act or any applicable state securities law and (iv) has no arrangement or understanding with any other persons regarding the distribution of such Additional Debenture (this representation and warranty not limiting such Purchaser’s right to sell the Additional Underlying Shares pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law. Such Purchaser is acquiring the Additional Debenture hereunder in the ordinary course of its business. Such Purchaser does not have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Additional Debenture or Additional Underlying Shares.

(c) Purchaser Status. Such Purchaser is an “accredited investor” as defined in Rule 501 under the Securities Act.

(d) General Solicitation. Such Purchaser is not purchasing the Additional Debenture as a result of any advertisement, article, notice or other communication regarding the Additional Debenture published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

10. Public Disclosure. The Company shall, within one Trading Day of the date hereof, issue a Current Report on Form 8-K, reasonably acceptable to the Purchaser, disclosing the material terms of the transactions contemplated hereby and attaching this Agreement as an exhibit thereto. The Company shall consult with the Purchaser in issuing any other press releases with respect to the transactions contemplated hereby.

11. Delivery of Opinion. Concurrently herewith, the Company shall deliver to the Purchaser an opinion of counsel regarding this Agreement and the issuance of the Additional Debenture in form and substance reasonably acceptable to the Purchaser.

12. Effect on Transaction Documents. Except as expressly set forth above, all of the terms and conditions of the Transaction Documents shall continue in full force and effect after the execution of this Agreement and shall not be in any way changed, modified or superseded by the terms set forth herein, including, but not limited to, any other obligations the Company may have to the Purchaser under the Transaction Documents. Notwithstanding the foregoing, this Agreement shall be deemed for all purposes as an amendment to any Transaction Document as required to serve the purposes hereof, and in the event of any conflict between the terms and provisions of the Debentures or any other Transaction Document, on the one hand, and the terms and provisions of this Agreement, on the other hand, the terms and provisions of this Agreement shall prevail.

13. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and each Purchaser.

14. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

15. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Purchaser. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of the Purchaser of the then-outstanding Securities. The Purchaser may assign their rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

16. Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

17. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

18. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

19. Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

20. Fees and expenses. At the closing, the Company has agreed to reimburse the Purchaser \$10,000 for its fees and expenses. The Company shall deliver to each Purchaser, prior to closing, a completed and executed copy of a closing statement, for the closing of the purchase and sale of the Additional Debenture, otherwise in the form attached to the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

Executed as of the first date written above by the undersigned duly authorized representatives of the Company and the Purchaser:

RENNOVA HEALTH, INC.

By: _____

Name:

Title:

Name of Purchaser:

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Title of Authorized Signatory:

Purchase Price:

Debenture:



RENOVA HEALTH, INC. ANNOUNCES \$2,480,000 PRIVATE PLACEMENT OF CONVERTIBLE NOTE

WEST PALM BEACH, Fla. (March 5, 2018) – Rennova Health, Inc. (OTCQB: RNVA) (OTCQB: RNVAW) , a vertically integrated provider of industry-leading diagnostics and supportive software solutions to healthcare providers, that opened its first rural hospital in Oneida, Tenn. in August 2017, announced today that it has entered into an additional issuance agreement (the “Agreement”) with certain existing institutional investors of the Company. Pursuant to the Agreement, the Company has agreed to issue a further \$2,480,000 aggregate principal amount of the September 1, 2017 Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019. Gross proceeds from the Agreement are expected to be \$2,000,000. The closing of the offering is expected to occur on or before March 5, 2018 and is subject to, among other things, receiving certain consents and other customary closing conditions.

The securities offered and sold in the private placement have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be offered or sold in the United States absent registration, or an applicable exemption from registration under the Securities Act and applicable state securities laws.

This announcement is neither an offer to sell nor a solicitation of an offer to buy any securities of the Company.

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.renovahealth.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.

Rennova Health

Sebastien Sainsbury, 561-666-9818
ssainsbury@rennovahealth.com

Investors

LHA
Kim Golodetz, 212-838-3777
Kgolodetz@lhai.com
or
Bruce Voss, 310-691-7100
Bvoss@lhai.com

#
