
**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): September 27, 2019

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.)

931 Village Boulevard, Suite 905, West Palm Beach,
Florida
(Address of Principal Executive Offices)

33409
(Zip Code)

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

400 S. Australian Avenue, Suite 800, West Palm Beach, Florida 33401
(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.

Rennova Health, Inc. (the “Company”), on September 27, 2019, issued a promissory note (the “Note”) to a lender in the principal amount of \$1,900,000. The Company received proceeds of \$1,600,000. The first principal payment of \$1,000,000 is due on or before November 8, 2019 and the remaining \$900,000 is due on or before December 26, 2019. The Note does not bear interest except upon the occurrence of an Event of Default (as defined in the Note). The Note is unsecured and is guaranteed by Christopher Diamantis, a director of the Company.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the form of the Note, which is attached hereto as Exhibit 10.176 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.176	<u>Form of Promissory Note, dated September 27, 2019, issued by Rennova Health, Inc. in the principal amount of \$1,900,000</u>

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 2, 2019

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan
Chief Executive Officer
(principal executive officer)

FORM OF PROMISSORY NOTE

\$1,900,000.00

September 27, 2019

THIS **PROMISSORY NOTE** (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Note**") is made by **RENNOVA HEALTH, INC.**, a Delaware corporation, having an address at 931 Village Boulevard, Suite 905-196, West Palm Beach, Florida 33409, as maker ("**Borrower**"), for the benefit of **ANTHONY O'KILLOUGH**, a natural person, having an address at 888C 8th Ave, Suite 536, New York, New York 10019, as payee (together with its successors and/or assigns, "**Lender**").

FOR VALUE RECEIVED, Borrower hereby unconditionally promises to pay to the order of Lender, without any counterclaim, setoff or deduction whatsoever, at the address set forth above, or at such place as the holder hereof may from time to time designate in writing, the principal sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) (the "**Principal Sum**"), in lawful money of the United States of America, together with interest on the unpaid Principal Sum and any other fees to be computed in the manner and at the times set forth herein.

1. Original Issue Discount. There exists under this Note a Three Hundred Thousand and no/100 Dollar (\$300,000.00) original issue discount and the net amount disbursed to Borrower on the date hereof is One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00)

2. Interest Rate and Payment Terms

A. **Loan Payments.** Borrower shall pay to Lender, not later than 1:00 P.M. (Eastern Time) on the date when due, in lawful money of the United States of America in immediately available funds:

- (i) on or before November 8, 2019, a portion of the Principal Sum in amount of One Million and No/100 Dollars; and
- (ii) on or before the date that is ninety days from the date hereof (the "**Maturity Date**"), the outstanding balance of the Principal Sum in the amount of Nine Hundred Thousand and No/100 Dollars (\$900,000.00), together with all accrued and unpaid interest thereon, and all other amounts payable to Lender hereunder shall be due and payable on the Maturity Date.

Whenever any payment to be made under this Note shall be stated to be due on a day which is not a business day, the due date thereof shall be the immediately preceding business day.

B. **Interest Rate.** If no Event of Default (as hereinafter defined) shall have occurred and be continuing, the interest due and payable on the outstanding Principal Sum shall be zero percent (0.00%).

C. Interest After Event of Default. If an Event of Default shall have occurred and be continuing, Borrower shall pay to Lender interest at the Default Rate and all other amounts due and payable as and when provided for herein.

D. Prepayment. Borrower shall have the right to prepay the indebtedness evidenced by this Note, in whole or in part, prior to the Maturity Date.

3. Event of Default. The occurrence and continuance for any reason whatsoever of any of the following events shall constitute an event of default hereunder (each, an “Event of Default”):

(i) if (a) any payment of principal due under this Note in accordance with Section 2(A) is not paid in full on the applicable payment date or (b) the payment of all obligations due on the Maturity Date is not paid when due;

(ii) if Borrower shall make an assignment for the benefit of its creditors;

(iii) if a receiver, liquidator or trustee shall be appointed for Borrower or if Borrower shall be adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Borrower, or if any proceeding for the dissolution or liquidation of Borrower shall be instituted, or if Borrower is substantively consolidated with any other Person; provided, however, if such appointment, adjudication, petition, proceeding or consolidation was involuntary and not consented to by Borrower, upon the same not being discharged, stayed or dismissed within thirty (30) days following its filing;

(iv) if Borrower attempts to assign or transfer its obligations under this Note or any interest herein.

4. Remedies. Loan Acceleration. Upon the happening of any Event of Default, the unpaid Principal Sum and all other amounts payable to Lender hereunder shall, without notice, become immediately due and payable at the option of Lender and shall bear interest at a rate of twenty percent (20%) per annum, calculated from the date of this Note (the “Default Rate”).

5. Revival. To the extent that Borrower makes a payment or Lender receives any payment or proceeds for Borrower’s benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under the Bankruptcy Code or any other bankruptcy law, common law or equitable cause, then, to such extent, the obligations of Borrower hereunder intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Lender.

6. Amendments. This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought. Whenever used, the singular number shall include the plural, the plural the singular, and the words “Lender” and “Borrower” shall include their respective successors, assigns, heirs, executors and administrators.

If to Lender:

Any party may change the address to which any such Notice is to be delivered by furnishing written notice of such change to the other parties in accordance with the provisions of this Section 9. Notices shall be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery.

10. Governing Law. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, WHICH LAWS OF THE UNITED STATES OF AMERICA SHALL, TO THE EXTENT THE SAME PREEMPT SUCH STATE LAWS, GOVERN AND BE CONTROLLING.

11. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER

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IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first written above.

BORROWER:

RENNOVA HEALTH, INC.,
a Delaware corporation

By: _____

Name: Seamus Lagan

Title: CEO
