

**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): May 5, 2020

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)

(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))

Securities registered under Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
None	None	None

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 May 5, 2020, Rennova Health, Inc. (the “Company”) entered into an Exchange Agreement (the “Agreement”) with Alcimed LLC (“Alcimed”), of which Seamus Lagan, our Chief Executive Officer, is the sole manager. Pursuant to the Agreement, the Company issued to Alcimed 250,000 shares of its Series L Convertible Preferred Stock (the “Series L Preferred Stock”) in exchange for the 250,000 shares of the Company’s Series K Convertible Preferred Stock (the “Series K Preferred Stock”) held by Alcimed. The Series K Preferred Stock had been issued to Alcimed on December 23, 2019 and upon the issuance of the Series L Preferred Stock to Alcimed, the shares of Series K Preferred Stock were cancelled. Shares of the Series K Preferred Stock were convertible immediately into common stock and were entitled to receive, when and as declared by the Board of Directors, dividends equal (on an as if converted to common stock basis) to and in the same form as dividends actually paid on shares of common stock. As previously disclosed, the Series L Preferred Stock is not convertible into common stock prior to December 1, 2020 and is not entitled to receive any dividends.

The foregoing description of the Agreement does not purport to be complete and is qualified by reference to the Agreement, a copy of which is filed as Exhibit 10.178 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 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.178	Exchange Agreement, dated as of May 5, 2020, between Rennova Health, Inc. and Alcimed LLC

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: May 5, 2020

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan
Chief Executive Officer
(principal executive officer)

EXCHANGE AGREEMENT

Exchange Agreement, dated as of May 5, 2020, by and between Rennova Health, Inc., a Delaware corporation (“Rennova”), and Alcimed LLC, a Delaware limited liability company (“Alcimed”).

WHEREAS, on December 23, 2019, Rennova issued to Alcimed 250,000 shares of its Series K Convertible Preferred Stock (the “Series K Preferred Stock”);

WHEREAS, shares of the Series K Preferred Stock were convertible immediately into common stock and are entitled to receive, when and as declared by the Board of Directors of Rennova, dividends equal (on an as if converted to common stock basis) to and in the same form as dividends actually paid on shares of common stock;

WHEREAS, the newly-authorized Series L Convertible Preferred Stock of Rennova (the “Series L Preferred Stock”) is not convertible into common stock prior to December 1, 2020 and is not entitled to receive any dividends; and

WHEREAS, Alcimed desires to exchange the Series K Preferred Stock for 250,000 shares of Series L Preferred Stock (the “Shares”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Exchange**. On the Closing Date (as defined below), subject to the terms and conditions of this Agreement, the parties hereto shall exchange the Series K Preferred Stock for the Shares. The exchange shall take place at such date and time as the parties may agree (the “Closing Date”). Upon the exchange, the shares of Series K Preferred Stock shall be cancelled.

2. **Representations and Warranties of Rennova**. Rennova hereby represents and warrants to Alcimed that:

(a) Rennova is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) All corporate action on the part of Rennova necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, have been taken on or prior to the date hereof. This Agreement is validly authorized, executed and delivered by Rennova and constitutes the legal, valid and binding obligation of Rennova enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity or by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

3. Representations and Warranties of Alcimed. Alcimed hereby represents and warrants to Rennova that:

(a) Alcimed is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) All company action on the part of Alcimed necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, have been taken on or prior to the date hereof. This Agreement is validly authorized, executed and delivered by Alcimed and constitutes the legal, valid and binding obligation of Alcimed, enforceable against Alcimed in accordance with its terms, except as such enforcement may be limited by general principles of equity or by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) Alcimed is acquiring the Shares, and the shares into which they are convertible, for its own account only and not with view towards, or for sale in connection with, the public sale or distribution thereof.

(d) Alcimed is an "accredited investor" as that term is defined in Rule 501 of Regulation D, as promulgated under the Securities Act of 1933, as amended.

(e) Alcimed understands that the Shares and the shares into which they are convertible are being offered and issued to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that Rennova is relying in part upon the truth and accuracy of, and Alcimed's compliance with, the representations, warranties, acknowledgements, and understandings of Alcimed set forth herein in order to determine the availability of such exemptions and the eligibility of Alcimed to acquire the Shares and the shares into which they are convertible.

(f) Alcimed and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of Rennova and materials relating to the offer and issuance of the Shares and the shares into which they are convertible which have been requested by Alcimed. Alcimed has had the opportunity to review Rennova's filings with the Securities and Exchange Commission. Alcimed and its advisors, if any, have been afforded the opportunity to ask questions of Rennova. Neither such inquiries nor any other due diligence investigations conducted by Alcimed or its advisors, if any, or its representatives shall modify, amend or affect Alcimed's right to rely on Rennova's representations and warranties contained herein. Alcimed understands that its investment in the Shares and the shares into which they are convertible involves a high degree of risk. Alcimed has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares and the shares into which they are convertible. Alcimed is relying solely on its own accounting, legal and tax advisors, and not on any statements of Rennova or any of its agents or representatives, for such accounting, legal and tax advice with respect to its acquisition of the Shares and the shares into which they are convertible and the transactions contemplated by this Agreement.

(g) Alcimed understands that no United States, federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the shares into which they are convertible or the fairness or suitability of the investment in the Shares or the shares into which they are convertible nor have such authorities passed upon or endorsed the merits of the offering of the Shares or the shares into which they are convertible.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth above.

RENNOVA HEALTH, INC.

By: /s/ Sebastien Sainsbury
Name: Sebastien Sainsbury
Title: Secretary

ALCIMEDE LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Sole Manager
