

**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): June 30, 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 June 30, 2020, Rennova Health, Inc. (the “Company”) entered into an Exchange Agreement (the “Agreement”) with Christopher Diamantis, who had previously been a director of the Company until his resignation on February 26, 2020. Pursuant to the Agreement, the Company issued to Mr. Diamantis 22,000 shares of its Series M Convertible Preferred Stock (the “Preferred Stock”) in exchange for the extinguishment of the Company’s indebtedness to Mr. Diamantis totalling \$18,849,637.06, including accrued interest, as of June 30, 2020.

The terms of the Preferred Stock were set forth in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on June 16, 2020. In particular, each holder of the Preferred Stock shall be entitled to vote on all matters submitted to a vote of the holders of the Company’s common stock. Regardless of the number of shares of Preferred Stock outstanding and so long as at least one share of Preferred Stock is outstanding, the outstanding shares of Preferred Stock shall have the number of votes, in the aggregate, equal to 51% of all votes entitled to be voted at any meeting of stockholders or action by written consent. Each outstanding share of the Preferred Stock shall represent its proportionate share of the 51% allocated to the outstanding shares of Preferred Stock in the aggregate. The Preferred Stock shall vote with the common stock and any other voting securities as if they were a single class of securities.

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 10.1 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 1.01 is incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

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>
10.1	Exchange Agreement, dated as of June 30, 2020, between Rennova Health, Inc. and Christopher Diamantis

2

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: July 8, 2020

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan

Seamus Lagan
Chief Executive Officer
(principal executive officer)

EXCHANGE AGREEMENT

Exchange Agreement, dated as of June 30, 2020 (the "Agreement"), by and between Rennova Health, Inc., a Delaware corporation ("Rennova"), and Christopher Diamantis ("CD").

WHEREAS, over the past number of years CD has provided numerous loans to Rennova and its subsidiaries and paid certain liabilities or bills on behalf of Rennova and its subsidiaries, and continues to do so. CD has arranged a number of personal loans that remain outstanding and where the proceeds were made available to Rennova or its subsidiaries. These loans continue to accrue interest which remains the responsibility of Rennova. Total indebtedness, including accrued interest, to CD at June 30, 2020 is \$18,849,637.06 (the "Debt"); and

WHEREAS, CD agrees to exchange the Debt owed to him for 22,000 shares of the newly-authorized Series M Convertible Preferred Stock of Rennova (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 Debt 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 Debt shall be extinguished.

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

(a) CD is an individual with sufficient investment experience and knowledge to understand and enter into this Agreement. CD was a Board member of Rennova from 2014 to 2020 and has specific knowledge of the business, including the risks and opportunities of Rennova. CD can bear the economic risk of his investment in the Shares.

(b) This Agreement is validly authorized, executed and delivered by CD and constitutes the legal, valid and binding obligation of CD, enforceable against CD 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) CD is acquiring the Shares, and the shares into which they are convertible, for his own account only and not with view towards, or for sale in connection with, the public sale or distribution thereof.

(d) CD 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) CD 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 CD's compliance with, the representations, warranties, acknowledgements, and understandings of CD set forth herein in order to determine the availability of such exemptions and the eligibility of CD to acquire the Shares and the shares into which they are convertible.

(f) CD and his 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 CD. CD has had the opportunity to review Rennova's filings with the Securities and Exchange Commission. CD and his advisors, if any, have been afforded the opportunity to ask questions of Rennova. Neither such inquiries nor any other due diligence investigations conducted by CD or his advisors, if any, or his representatives shall modify, amend or affect CD's right to rely on Rennova's representations and warranties contained herein. CD understands that his investment in the Shares and the shares into which they are convertible involves a high degree of risk. CD has sought such accounting, legal and tax advice as he has considered necessary to make an informed investment decision with respect to his acquisition of the Shares and the shares into which they are convertible. CD is relying solely on his 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 his acquisition of the Shares and the shares into which they are convertible and the transactions contemplated by this Agreement.

(g) CD 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.

(h) CD's address is indicated below his signature line.

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/ Seamus Lagan

Name: Seamus Lagan

Title: Chief Executive officer

/s/ Christopher Diamantis

Christopher Diamantis

Address:

3425 Bannerman Road

Unit 105, #186

Tallahassee, Florida 32312