

**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 25, 2023

**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)

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(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.

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**Item 1.01 Entry into a Material Definitive Agreement**

On October 25, 2023, Rennova Health, Inc. (the "Company") entered into an Amendment and Waiver Agreement (the "Agreement") with the holders of its Senior Secured Original Issue Discount Convertible Debentures due March 21, 2019 (the "March 2019 Debentures") and its Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019 (collectively with the March 2019 Debentures, the "Debentures"). As of June 30, 2023, there were outstanding \$8,222,240 principal amount of Debentures (including mandatory default amounts, if any) and \$6,192,700 in accrued interest. Under the Agreement, all defaults under the Debentures were waived and the maturity date of the Debentures was extended to December 31, 2025. Certain other amendments were also made in the terms of the Debentures. As a result of the Agreement, the Company does not expect to recognize default interest in future periods, subject to remaining in compliance with covenants and other obligations.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, a form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

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Exhibit No.	Exhibit Description
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- 10.1 [Form of Amendment and Waiver Agreement, dated as of October 25, 2023, among Rennova Health, Inc., Sabby Healthcare Master Fund, Ltd. and Sabby Volatility Warrant Master Fund, Ltd.](#)
- 99.1 [Press Release dated October 25, 2023](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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#### 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 31, 2023

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan  
Seamus Lagan  
Chief Executive Officer  
(principal executive officer)

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**FORM OF  
AMENDMENT AND WAIVER AGREEMENT**

This Amendment and Waiver Agreement, dated as of October 25, 2023 (this “Agreement”), is among Rennova Health, Inc., a Delaware corporation (“Rennova”), Sabby Healthcare Master Fund, Ltd. (“Sabby Healthcare”) and Sabby Volatility Warrant Master Fund, Ltd. (“Sabby Volatility”).

WHEREAS, Rennova, Sabby Healthcare and Sabby Volatility are parties to the Securities Purchase Agreement, dated as of March 15, 2017 (the “March 2017 Purchase Agreement”);

WHEREAS, Rennova, Sabby Healthcare, and Sabby Volatility are parties to the Exchange Agreement, dated as of March 15, 2017 (the “Exchange Agreement”);

WHEREAS, Rennova, Sabby Healthcare and Sabby Volatility are parties to the Securities Purchase Agreement, dated as of August 31, 2017 (the “August 2017 Purchase Agreement”);

WHEREAS, Rennova, Sabby Healthcare and Sabby Volatility are parties to the Additional Issuance Agreement, dated as of July 16, 2018 (the “Additional Issuance Agreement” and, collectively with the March 2017 Purchase Agreement, the Exchange Agreement, and the August 2017 Purchase Agreement, the “Debt Instruments”);

WHEREAS, pursuant to the Exchange Agreement, Rennova issued Senior Secured Original Issue Discount Convertible Debentures due March 21, 2019 (the “March 2019 Debentures”) on March 21, 2019;

WHEREAS, pursuant to the Additional Issuance Agreement, Rennova issued Senior Secured Original Issue Discount Convertible Debentures due September 19, 2019 (the “September 2019 Debentures” and, collectively with the March 2019 Debentures, the “Debt Instruments”), on July 16, 2018, August 2, 2018 and November 8, 2018;

WHEREAS, the principal amounts of the Debt Instruments outstanding as of the date hereof owned by Sabby Healthcare and Sabby Volatility and the amount of accrued interest owed as of September 30, 2023, on such Debt Instruments are set forth on Exhibit A hereto;

WHEREAS, all defined terms not otherwise defined herein shall have the meanings given them in the Debt Instruments; and

WHEREAS, Rennova, Sabby Healthcare, and Sabby Volatility desire to make the amendments and provide for the waivers as specified herein.

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

1. Recitals. The forgoing recitals are true and correct, are incorporated into this Agreement and are binding on the parties.

2. Maturity Date. The Maturity Date (as defined in the Debt Instruments) is hereby amended from March 21, 2019 or September 19, 2019, as the case may be, to December 31, 2025.

3. Additional Mortgage. Section 6 of the Additional Issuance Agreement is amended to provide that Rennova will cause the filing of a first mortgage or deed of trust lien on the real estate included in the Jamestown asset acquisition at the Purchaser’s request.

4. Permitted Indebtedness. The definition of Permitted Indebtedness in the Debt Instruments is hereby amended by adding the following at the end of the provision:

“; (e) the indebtedness set forth in the financial statements included in the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2023; and (f) any indebtedness incurred in connection with liabilities set forth in the financial statements included in the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2023.”

5. Permitted Liens. The definition of Permitted Liens in the Debt Instruments is hereby amended by adding the following at the end of the provision:

“; and (g) Liens in effect on October 25, 2023.”

6. Trading Market. The definition of Trading Market in the Debt Instruments is hereby amended by adding the words “or OTC Pink” immediately after the word “OTCQX”.

7. Amortization. Section 6 of the Debt Instruments is hereby deleted in its entirety.

8. Negative Covenants.

(a) The initial wording of Section 7(e) of the Debt Instruments is hereby amended to read as follows:

“repay, repurchase or offer to repay, repurchase or otherwise acquire any Indebtedness (other than any Indebtedness set forth in the financial statements included in the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2023,”

(b) The initial wording of Section 7(g) of the Debt Instruments is hereby amended to read as follows:

“enter into any transaction with any Affiliate of the Company (other than InovaQor, Inc.),”

9. Events of Default.

(a) The last sentence of Section 8(a)(iii) of the Debt Instruments is hereby deleted in its entirety and the following is hereby added at the end of the first sentence:

“, other than any defaults or events of default that may exist on the date hereof.”

(b) Section 8(a)(vi) of the Debt Instruments is hereby amended by adding the following at the beginning thereof:

“other than any defaults that may exist on the date hereof,”

(c) Section 8(a)(xiv) of the Debentures is hereby amended by adding the following at the beginning thereof:

“other than any judgment, writ or similar final process that may have been entered or filed on the date hereof;”

10. Change of Control Transaction. The definition of Change of Control Transaction in the Debentures is amended by adding the following words at the end of clause (a):

“, other than as a result of the ownership, or right to vote, of the Company’s Series M Convertible Preferred Stock by Seamus Lagan or Christopher Diamantis or any of their affiliates”

11. Participation in Future Financing. Section 4.12 of the March 2017 Purchase Agreement and the August 2017 Purchase Agreement is hereby deleted in its entirety.

12. Subsequent Equity Sales. Section 4.13 of the March 2017 Purchase Agreement and the August 2017 Purchase Agreement is hereby deleted in its entirety.

13. Survival of Covenants. Section 5.5 of the Exchange Agreement is hereby deleted in its entirety.

14. Waiver. Each of Sabby Healthcare and Sabby Volatility waives any breach, default or Event of Default that may have arisen or occurred (or any event which may have constituted a breach, default or Event of Default) under any of the Debenture Agreements or under any agreement entered into in connection with any of the Debenture Agreements through the date hereof.

15. Ownership of Debentures. Sabby Healthcare and Sabby Volatility jointly and severally represent and warrant (i) that they own and hold, beneficially and of record, the entire right, title, and interest in and to the Debentures, and (ii) that they own sufficient Debentures and Warrants as may be required to amend the Debenture Agreements and grant the waiver as provided in this Agreement.

16. Miscellaneous.

(a) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, oral or written, with respect to such matter.

(b) Except as amended and provided herein, the Debenture Agreements remain in full force and effect.

(c) The headings herein are for convenience only, do not constitute a part of this Agreement and should not be deemed to limit or affect any of the provisions hereof.

(d) Each party hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by all necessary action and that it constitutes the valid and binding obligation of such party, enforceable against it in accordance with its terms.

(e) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

(f) This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement. In the event that any signature is delivered by facsimile transmission or by email delivery of a “PDF” format data file, such signatures 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.

(g) This Agreement shall be governed by, and all questions concerning the construction, enforcement and interpretation hereof shall be determined in accordance with the provisions of the Debenture Agreements.

[Signatures on following page]

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the 25th day of October, 2023

SABBY HEALTHCARE MASTER FUND, LTD.

By: \_\_\_\_\_

SABBY VOLATILITY WARRANT MASTER FUND, LTD.

By: \_\_\_\_\_

RENNOVA HEALTH, INC.

By: \_\_\_\_\_

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EXHIBIT A

	<u>Debt Balance<sup>1</sup></u>	<u>Accrued Interest</u>
March 2017 Exchange Debenture	\$ 2,580,240	\$ 2,099,854
July 16, 2018 Debentures	\$ 1,612,000	\$ 1,169,385
August 2, 2018 Debentures	\$ 806,000	\$ 584,691
September 6, 2018 Debentures	\$ 1,612,000	\$ 1,169,385
November 8, 2018 Debentures	\$ 1,612,000	\$ 1,169,385
<b>TOTAL:</b>	<b>\$ 8,222,240</b>	<b>\$ 6,192,700</b>





## RENOVA HEALTH, INC. ANNOUNCES SIGNIFICANT DEBT RESTRUCTURING

**WEST PALM BEACH, Fla. (October 25, 2023)** – **Renova Health, Inc. (OTC: RNVA)** is pleased to announce a significant debt restructuring with its primary institutional investors. The restructuring extends the maturity date of approximately \$8.2 million of secured debt to December 31, 2025, waives historical events of default and removes and/or modifies certain events of default and definitions. In addition, the Company does not expect to recognize default interest in future periods subject to remaining in compliance with covenants and other obligations.

“We are pleased in the confidence our primary institutional investors have in our Company and its recent achievements,” commented Seamus Lagan, Chief Executive Officer of Renova. “The debt restructuring improves our balance sheet and will save approximately \$1.5 million in interest expense annually. In addition, we are in discussions about other potential modifications to debt and other securities in the hope we can secure additional amendments that further improve our overall financial position.”

### About Renova Health, Inc.

Renova Health, Inc. (“Renova,” the “Company,” “we,” “us,” “its” or “our”) is a provider of health care services. The Company owns one operating hospital in Oneida, Tennessee known as Big South Fork Medical Center, a hospital located in Jamestown, Tennessee that it plans to reopen, and a rural clinic in Kentucky. In addition, the Company’s Myrtle Recovery Centers, Inc. subsidiary operates an alcohol and substance facility on the campus of its Big South Fork Medical Center. For more information, please visit [www.renovahealth.com](http://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.

### Contact:

Renova Health, Inc.  
561-855-1626  
[info@renovahealth.com](mailto:info@renovahealth.com)

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