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 21, 2017

RENNOVA HEALTH, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35141	68-0370244
(Commission File Number)	(I.R.S. Employer Identification No.)

400 S. Australian Avenue, Suite 800, West Palm Beach, Florida	33401
(Address of Principal Executive Offices)	(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))

Item 1.01 Entry into a Material Definitive Agreement

On March 21, 2017, Rennova Health, Inc. (the "Company") closed an offering of $10,850,000 principal amount of Senior Secured Original Issue Discount Convertible Debentures due March 21, 2019 (the "New Debentures") and three series of warrants to purchase an aggregate of 19,608,426 shares of the Company's common stock, par value $.01 per share (the "Common Stock"), as further described below (each a "Warrant" and, collectively, the "Warrants"). The offering was pursuant to the terms of the previously announced Securities Purchase Agreement, dated as of March 15, 2017 (the "Purchase Agreement"), between the Company and certain existing institutional investors of the Company. The Company received proceeds of $8,750,000 from the offering.

Also on March 21, 2017, the Company closed an exchange by which the holders of the Company's Original Issue Discount Convertible Debentures issued on February 2, 2017 and holders of the Company's Series H Convertible Preferred Stock exchanged $1,590,000 principal amount of such debentures and $2,174,000 stated value of such preferred stock for $5,160,260 principal amount of new debentures on the same items as, and pari passu with, the New Debentures (the "Exchange Debentures" and, together with the New Debentures, the "Debentures") and Warrants. All issuance amounts of Debentures reflect a 24% original issue discount.

The Debentures may be converted at any time at a conversion price equal to $1.66. The New Debentures begin to amortize monthly commencing on the 90th day following March 21, 2017 and the Exchange Debentures begin to amortize monthly immediately. On each monthly amortization date, the Company may elect to repay 5% of the original principal amount of Debentures in cash or, in lieu thereof, the conversion price of such Debentures shall thereafter be 85% of the volume weighted average price at the time of conversion. In the event the Company does not elect to pay such amortization amounts in cash, each investor, in their sole discretion, may increase the conversion amount subject to the alternative conversion price by up to four times the amortization amount.

If any Event of Default (as defined in the Debentures) occurs, the outstanding principal amount of the Debentures, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the holder's election, immediately due and payable in cash. Commencing five days after the occurrence of any Event of Default that results in the eventual acceleration of the Debentures, the interest rate on the Debentures shall accrue at an interest rate equal to the lesser of 18% per annum and the maximum rate permitted under applicable law.

The Debentures contain customary affirmative and negative covenants. The conversion price is subject to "full ratchet" and other customary anti-dilution protections as more fully described in the Debentures.

The Series A Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 9,730,516 shares. They are immediately exercisable and have a term of exercise equal to five years. The Series B Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 9,730,516 shares, and are exercisable for a period of 18 months commencing immediately. The Series C Warrants are exercisable for up to a number of shares of Common Stock equal to 100% of the shares underlying the Debentures, or an aggregate of 9,730,516 shares, and have a term of five years provided such Warrants shall only vest if, when and to the extent that the holders exercise the Series B Warrants. The Series A and Series C Warrants each have an exercise price of $1.95 and the Series B Warrants have an exercise price of $1.66. All Warrants are subject to "full ratchet" and other customary anti-dilution protections.

Holders of Debentures and Warrants are prohibited from converting or exercising such Debentures or Warrants into or for Common Stock if, as a result of such conversion or exercise, the holder, together with its affiliates, would own more than 4.99% of the total number of shares of Common Stock then issued and outstanding. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99%, provided that any increase in such percentage shall not be effective until 61 days after notice to the Company.

As collateral security for all of the Company's obligations under the Debentures, the Company and the Company's subsidiaries listed in the security agreement granted the Debenture holders a security interest in all of the Company's and its subsidiaries' assets, pursuant to the terms of the Security Agreement (the "Security Agreement"). To further secure the Company's obligations, the Company's subsidiaries also executed a Guarantee (the "Guarantee"), pursuant to which the subsidiaries agree to guaranty the Company's obligations owed to the Debenture holders.

The securities issued under the Purchase Agreement were issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Rule 506 of Regulation D promulgated thereunder as transactions by an issuer not involving any public offering. The securities issued under the Exchange Agreement were issued in reliance on the exemption from registration contained in Section 3(a)(9) of the Securities Act.

The Company is obligated to file a registration statement registering for resale the shares underlying the Debentures and Warrants on or before April 7, 2017 and use best efforts to cause such registration statement to be declared effective within 45 days or 75 days if reviewed. The Company's failure to satisfy certain conditions and deadlines described in the Registration Rights Agreement may subject it to payment of certain liquidated damages. Additionally, the Company is required to seek shareholder approval to issue in excess of 20% of the Company's issued and outstanding shares of Common Stock. The holders were also granted a right of participation in up to 50% of any future offerings for so long as the Debentures and Warrants are outstanding.

The foregoing description of the Purchase Agreement, the Debentures, the Warrants, the Security Agreement, the Exchange Agreement and the Guarantee does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which are filed as exhibits to this Current Report and are incorporated herein by reference.

As previously announced, the Company also entered into exchange agreements with certain holders of its warrants issued on July 19, 2016 to exchange, upon the closing under the Purchase Agreement, such warrants for an aggregate of 29,518 shares of Common Stock. Such shares of Common Stock were issued on March 21, 2017 and were issued in reliance on the exemption from registration contained in Section 3(a)(9) of the Securities Act.

Effective September 11, 2015, Medytox Solutions, Inc., now a wholly-owned subsidiary of the Company ("Medytox"), entered into a Securities Purchase Agreement with TCA Global Credit Master Fund, LP ("TCA"), pursuant to which Medytox issued a $3,000,000 debenture (the "TCA Debenture") to TCA. The TCA Debenture is secured by a pledge of the assets of Medytox and various subsidiaries. Prior to the issuance of the Debentures and the Warrants on March 21, 2017, the Company had not made the last six required payments under the TCA Debenture, totalling $1,800,000.

In connection with the issuance of the Debentures and the Warrants, the Company and TCA entered into a Side Letter (the "Side Letter"). Pursuant to the Side Letter, TCA was paid $750,000 toward the TCA Debenture and the remaining indebtedness was restructured over the next six months. TCA acknowledged that the Company was not in default of the TCA Debenture as a result of any failure to make any required payment and TCA waived any such default that may have then existed.

The Company also guaranteed Medytox's obligations under the TCA Debenture pursuant to the terms of a Guaranty Agreement (the "Rennova Guaranty Agreement"). To secure its obligations under the Rennova Guaranty Agreement, the Company granted TCA a security interest in all of its assets, pursuant to the terms of a Security Agreement (the "Rennova Security Agreement"). Rennova also agreed, pursuant to a Services Agreement (the "Services Agreement"), to pay TCA $150,000 on the date that is the earlier of September 20, 2017 or when any registration statement filed by the Company with the Securities and Exchange Commission is declared effective. To govern the relationship between TCA and the holders of the Debentures, each as secured creditors of the Company, TCA and Sabby Management, LLC, as Agent for the Debenture holders, entered into an Intercreditor Agreement (the "Intercreditor Agreement").

The foregoing description of the Side Letter, the Rennova Guaranty Agreement, the Rennova Security Agreement, the Services Agreement and the Intercreditor Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which are filed as exhibits to this Current Report and are incorporated herein by reference.

As previously announced, Christopher Diamantis, a director of the Company, had made advances to the Company. These advances were due on demand. As of March 21, 2017, these advances totalled $3,300,000. This amount, plus accrued interest, was paid to Mr. Diamantis out of the proceeds of the offering of the New Debentures and Warrants.

On March 21, 2017, the Company also issued Mr. Diamantis warrants to purchase 250,000 shares of Common Stock. The warrants are exercisable immediately, have a term of exercise equal to five years and have an exercise price of $1.66. The warrants are subject to "full ratchet" and other customary antidilution protections. The warrants were issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act as a transaction by an issuer not involving any public offering.

Item 3.02 Unregistered Sales of Equity Securities

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

Item 3.03 Material Modification to Rights of Security Holders

On July 19, 2016, the Company issued, in a public offering, warrants to purchase 19,418,633 shares of Common Stock pursuant to the terms of a Warrant Agency Agreement, dated as of July 19, 2016 (the "Warrant Agreement"), between the Company and Computershare Inc. and its wholly-owned subsidiary, Computershare Trust Company, N.A., as Warrant Agent. Effective as of March 15, 2017, the Warrant Agreement was amended pursuant to its terms to consent to the Purchase Agreement, the Exchange Agreement and the transactions contemplated thereby.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Exhibit Description
10.132	Securities Purchase Agreement, dated as of March 15, 2017, between Rennova Health, Inc. and each purchaser identified on the signature pages thereto (incorporated by reference to Exhibit 10.126 of the Company's Current Report on Form 8-K filed March 16, 2017)
10.133	Form of Senior Secured Original Issue Discount Convertible Debenture (incorporated by reference to Exhibit 10.127 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.134	Form of Series A/B/C Common Stock Purchase Warrant
10.135	Form of Security Agreement (incorporated by reference to Exhibit 10.129 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.136	Form of Subsidiary Guarantee (incorporated by reference to Exhibit 10.130 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.137	Exchange Agreement, dated as of March 15, 2017, between Rennova Health, Inc. and the investors signatory thereto (incorporated by reference to Exhibit 10.131 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.138	Side Letter, dated March 20, 2017, between Rennova Health, Inc. and TCA Global Credit Master Fund, LP
10.139	Security Agreement, dated as of March 20, 2017, between Rennova Health, Inc. and TCA Global Credit Master Fund, LP
10.140	Guaranty Agreement, dated as of March 20, 2017 by Rennova Health, Inc. in favor of TCA Global Credit Master Fund, LP
10.141	Intercreditor Agreement, dated as of March 20, 2017, between Sabby Management, LLC, as Agent, and TCA Global Credit Master Fund, LP
10.142	Services Agreement, dated as of March 20, 2017 between Rennova Health, Inc. and TCA Global Credit Master Fund, LP

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 27, 2017

RENNOVA HEALTH, INC.

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

EXHIBIT INDEX

Exhibit No.	Exhibit Description
10.132	Securities Purchase Agreement, dated as of March 15, 2017, between Rennova Health, Inc. and each purchaser identified on the signature pages thereto (incorporated by reference to Exhibit 10.126 of the Company's Current Report on Form 8-K filed March 16, 2017)
10.133	Form of Senior Secured Original Issue Discount Convertible Debenture (incorporated by reference to Exhibit 10.127 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.134	Form of Series A/B/C Common Stock Purchase Warrant
10.135	Form of Security Agreement (incorporated by reference to Exhibit 10.129 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.136	Form of Subsidiary Guarantee (incorporated by reference to Exhibit 10.130 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.137	Exchange Agreement, dated as of March 15, 2017, between Rennova Health, Inc. and the investors signatory thereto (incorporated by reference to Exhibit 10.131 of the Company's Current Report on Form 8-K filed on March 16, 2017)
10.138	Side Letter, dated March 20, 2017, between Rennova Health, Inc. and TCA Global Credit Master Fund, LP
10.139	Security Agreement, dated as of March 20, 2017, between Rennova Health, Inc. and TCA Global Credit Master Fund, LP
10.140	Guaranty Agreement, dated as of March 20, 2017 by Rennova Health, Inc. in favor of TCA Global Credit Master Fund, LP
10.141	Intercreditor Agreement, dated as of March 20, 2017, between Sabby Management, LLC, as Agent, and TCA Global Credit Master Fund, LP
10.142	Services Agreement, dated as of March 20, 2017 between Rennova Health, Inc. and TCA Global Credit Master Fund, LP

Exhibit 10.134

[NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.][1]

SERIES [A/B/C] COMMON STOCK PURCHASE WARRANT

RENNOVA HEALTH, INC.

Warrant Shares: _____ Initial Exercise Date: March __, 2017

THIS SERIES [A/B/C] COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Initial Exercise Date") and on or prior to the close of business on the _____[2] year anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Rennova Health, Inc., a Delaware corporation (the "Company"), up to _____ shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock [;provided, however, the exercisability of this Series C Warrant shall vest ratably from time to time in proportion to the Holder's (or its permitted assigns) exercise of the Series B Common Stock Purchase Warrant as compared with all Series B Common Stock Purchase Warrants issued to Holder at the Closing ("Vesting Schedule"). Notwithstanding anything herein to the contrary, if the Holder exercises all of its Series B Common Stock Purchase Warrants issued at Closing, all Series C Common Stock Purchase Warrants hereunder may be exercised by the Holder, if the Holder exercises half of the Series B Common Stock Purchase Warrant issued at Closing, only half of the Series C Common Stock Purchase Warrants hereunder may be exercised by the Holder until such time that the Holder exercises additional Series B Common Stock Purchase Warrants.][3] .. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

[1] Remove legend for Series H Exchange Warrants

[2] Series A and C – 5 years; Series B – 18 months

[3] Series C only

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain [Securities Purchase Agreement (the "Purchase Agreement")][Securities Exchange Agreement (the "Exchange Agreement")], dated as of March ___, 2017, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. [Subject to the Vesting Schedule,][4] Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company or the Transfer Agent (or such other office or agency that the Company may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company), as applicable, of a duly executed facsimile copy or PDF copy submitted by electronic (or e-mail attachment) of the Notice of Exercise in the form annexed hereto ("Notice of Exercise"). Within the earlier of (i) three (3) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be [_____][5], subject to adjustment hereunder (the "Exercise Price").

[4] Series C only
[5] Series A and C - $1.95; Series B - $1.66

c) Cashless Exercise. If [at any time after the six-month anniversary of the Closing Date,][6] there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed and delivered during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

[If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised. The Company agrees not to take any position contrary to this Section 2(c).][7]

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

[6] Remove for Series H exchange Warrants, reduce period for debenture exchange warrants.
[7] Use this on Series H exchange warrants instead of language above.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. Warrant Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (A) the earlier of (i) three (3) Trading Days after the delivery to the Company of the Notice of Exercise and (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (B) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) three Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

f) Issuance Restrictions. Notwithstanding anything herein to the contrary, if the Company has not obtained Shareholder Approval, then the Company may not issue upon exercise of this Warrant a number of shares of Common Stock, which, when aggregated with any shares of Common Stock issued (i) pursuant to the conversion of any Debentures, (ii) upon exercise of this or any other Warrant issued pursuant to the [Purchase Agreement][Exchange Agreement], and (iii) [in connection with the conversion or exercise of any original issue discount convertible debentures and Common Stock purchase warrants issued pursuant to the [Purchase Agreement][Exchange Agreement]] (such securities, collectively, the "Issuance Capped Securities" and the holders of Issuance Capped Securities, the "Capped Holders") would exceed _____[8], subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of the [Purchase Agreement][Exchange Agreement] (such number of shares, the "Issuable Maximum"). Each Capped Holder shall be entitled to a portion of the Issuable Maximum equal to the quotient obtained by dividing (x) the Holder's original Subscription Amount plus the exchange amounts exchanged pursuant to the Exchange Agreement, if any, by (y) the aggregate original Subscription Amount (or exchange amounts if pursuant to the Exchange Agreement) of all Capped Holders. In addition, a Capped Holder may allocate its pro-rata portion of the Issuable Maximum among Issuance Capped Securities held by it in its sole discretion. Such portion shall be adjusted upward ratably in the event a Capped Holder no longer holds any Issuance Caped Securities and the amount of Issuance Capped Securities issued to such Capped Holder was less than such Capped Holder's pro-rata share of the Issuable Maximum. For avoidance of doubt, unless and until any required Shareholder Approval is obtained and effective, warrants issued to any registered broker-dealer as a fee in connection with the Securities issued pursuant to the Purchase Agreement as described in clause (iii) above shall provide that such warrants shall not be allocated any portion of the Issuable Maximum and shall be unexercisable unless and until such Shareholder Approval is obtained and effective.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

[8] 19.99% of the number of shares of Common Stock outstanding on the Trading Day immediately preceding the date of the Purchase Agreement

b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents, at an effective price per share less than the Exercise Price then in effect (such lower price, the "Base Share Price" and such issuances collectively, a "Dilutive Issuance") (it being understood and agreed that if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance at such effective price), then simultaneously with the consummation of each Dilutive Issuance the Exercise Price shall be reduced and only reduced to equal the Base Share Price, and the number of Warrant Shares issuable hereunder shall be increased such that the aggregate Exercise Price payable hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the aggregate Exercise Price prior to such adjustment, provided that the Base Share Price shall not be less than $0.39, not subject to adjustment for reverse stock splits and the like. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of an Exempt Issuance. The Company shall notify the Holder, in writing, no later than the Trading Day following the issuance or deemed issuance of any Common Stock or Common Stock Equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive upon exercise a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise. If the Company enters into a Variable Rate Transaction, despite the prohibition thereon in the [Purchase Agreement][Exchange Agreement], the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement and the applicable provisions of the Exchange Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Initial Exercise Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) [Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 5.7 of the Purchase Agreement and applicable provisions of the Exchange Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.][9]

[9] Remove for Series H Warrants.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the [Purchase Agreement][Exchange Agreement].

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the [Purchase Agreement][Exchange Agreement].

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

RENNOVA HEALTH, INC.

By:_____
Name: Seamus Lagan
Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: RENNOVA HEALTH, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[_] in lawful money of the United States; or

[_] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature: _____

Holder's Address: _____

Exhibit 10.138

Rennova Health, Inc.
400 S. Australian Avenue, Suite 800
West Palm Beach, FL 33401

March 20, 2017

TCA Global Credit Master Fund LP
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

Re. Securities Purchase Agreement, dated as of May 31, 2015, as amended

Sir/Madam:

Reference is hereby made to that certain Securities Purchase Agreement, dated as of May 31, 2015 (as amended and as may hereafter be amended or restated from time to time, the "Purchase Agreement"), made by and among: (i) Medytox Solutions, Inc. (the "Company"), (ii) Health Technology Solutions, Inc., a corporation incorporated under the laws of the State of Florida, Medytox Institute of Laboratory Medicine, Inc., a corporation incorporated under the laws of the State of Florida, Medical Billing Choices Inc., a corporation incorporated under the laws of the State of North Carolina, Medytox Diagnostics, Inc., a corporation incorporated under the laws of the State of Florida, Medytox Medical Marketing & Sales, Inc., a corporation incorporated under the laws of the State of Florida, PB Laboratories, LLC, a limited liability company organized and existing under the laws of the State of Florida, Biohealth Medical Laboratory Inc., a corporation incorporated under the laws of the State of Florida, Alethea Laboratories, Inc., a corporation incorporated under the laws of the State of Texas, International Technologies, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, EPIC Reference Labs, Inc., a corporation incorporated under the laws of the State of Florida, Clinlab, Inc., a corporation incorporated under the laws of the State of Florida, Medical Mime, Inc., a corporation incorporated under the laws of the State of Florida, Epinex Diagnostics Laboratories, Inc., a corporation incorporated under the laws of the State of California, Epinex Diagnostics Laboratories, Inc., a corporation incorporated under the laws of the State of Nevada, and Platinum Financial Solutions, LLC, a limited liability company organized and existing under the laws of the State of Florida (each a "Guarantor" and collectively the "Guarantors" and together with Company, the "Credit Parties"), and (iii) TCA Global Credit Master Fund, LP, a limited partnership organized and existing under the laws of the Cayman Islands, (the "Buyer"), pursuant to which Buyer agreed to purchase from the Company, and the Company agreed to sell and issue to the Buyer, up to Six Million and No/100 United States Dollars (US$6,000,000.00) of senior secured, convertible, redeemable debentures (the "Debenture(s)"). Except as otherwise defined herein, terms defined in the Purchase Agreement shall have the same meaning when used herein. The Credit Parties and the Buyer shall be referred to herein as the "Parties".

By their execution hereof, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby acknowledge and agree:

1. the Company shall make a payment of Seven Hundred Fifty Thousand and No/100 United States Dollars (US$750,000) on the date hereof and such amount shall be credited towards the Company's outstanding obligations, pursuant to the terms and conditions contained in the Purchase Agreement and the Debentures;

2. the Company hereby acknowledges and agrees that One Hundred Fifty Thousand and No/100 United States Dollars (US$150,000) (the "Service Fee") is due and owing under and pursuant to that certain Investment Banking Services letter agreement, dated March 20, 2017, made by and among Buyer and Company (in the form attached hereto as Exhibit A, the "Services Agreement") and that the Buyer would not enter into this letter agreement or the Intercreditor Agreement (in the form attached hereto as Exhibit B, the "Intercreditor Agreement") but for the execution of the Services Agreement by the Company and the agreement by the Company to pay the amounts provided therein;

3. the Company hereby agrees that, notwithstanding anything which may be contained in the Services Agreement to the contrary, the Service Fee shall be due and owing in full in cash and without demand on that date which is the earlier of: (i) six (6) months following the date hereof or (ii) the immediately subsequent date when any registration statement which may have been previously filed or which may hereafter be filed by the Company becomes effective with the United States Securities and Exchange Commission.

4. upon receipt of the funds provided in part (1), notwithstanding anything which may be contained to the contrary in the Purchase Agreement, any outstanding Debentures or the Transaction Documents, the Company agrees that it shall make the payments specified on the amortization schedule attached hereto as Schedule A; and

5. the Company hereby acknowledges and agrees that Section 2.26 of the Purchase Agreement (definition of "Obligations") shall include, but shall not be limited to, the obligations provided in this letter agreement and the Services Agreement.

As a condition precedent to the effectiveness of this letter agreement:

1. the Credit Parties shall deliver an original copy of this letter agreement, the Services Agreement, the Intercreditor Agreement, the Guarantee Agreement (in the form attached hereto as Exhibit C, the "Guarantee Agreement"), and the Security Agreement (in the form attached hereto as Exhibit D, the "Security Agreement") to the Buyer;

2. the Credit Parties shall deliver a copy of the resolutions of its respective Boards of Directors authorizing the execution of this letter agreement, the Services Agreement, the Intercreditor Agreement, the Security Agreement, and the Guarantee Agreement to the Buyer; and

3. the Credit Parties shall pay to Buyer's counsel, as a legal fee in consideration for the preparation and negotiation of this letter agreement, the Services Agreement, the Intercreditor Agreement, the Security Agreement, and the Guarantee Agreement and all transaction documents executed and reviewed in connection herewith and therewith, immediately upon the execution hereof, Fifteen Thousand Dollars ($15,000) plus disbursements, costs and expenses.

Other than as disclosed to the Buyer in writing, each of the Credit Parties hereby confirms and affirms that all representations and warranties made by each of them under the Purchase Agreement and all other Transaction Documents are true, correct and complete as of the date hereof, and hereby confirms and affirms that all such representations and warranties remain true, correct and complete as of the date hereof, and by this reference, the Credit Parties do hereby re- make each and every one of such representations and warranties herein as of the date hereof, as if each and every one of such representations and warranties was set forth and re-made in its entirety in this letter agreement by each of the Credit Parties.

Each of the Credit Parties hereby affirms its respective Obligations to the Buyer under all of the Transaction Documents and each agrees and affirms as follows: (i) that as of the date hereof, the Credit Parties, respectively and as applicable, with the exception of any defaults which are existing as of the date hereof, have each performed, satisfied and complied in all material respects with all the covenants, agreements and conditions under the Purchase Agreement and each of the Transaction Documents to be performed, satisfied or complied with by the Credit Parties, as applicable; (ii) that the Credit Parties shall continue to perform each and every covenant, agreement and condition set forth in the Purchase Agreement and each of the Transaction Documents, and continue to be bound by each and all of the terms and provisions thereof and hereof; (iii) other than as disclosed to the Buyer prior to the date hereof, that as of the date hereof, no default or Event of Default has occurred or is continuing under the Purchase Agreement or any other Transaction Documents, and no event has occurred that, with the passage of time, the giving of notice, or both, would constitute a default or an Event of Default under the Purchase Agreement or any other Transaction Documents; and (iv) that as of the date hereof, no event, fact, or other set of circumstances has occurred which could reasonably be expected to have a Material Adverse Effect.

Upon receipt of the $765,000 payable by the Company (consisting of the upfront payment toward the outstanding balance owing to the Buyer and $15,000 owing to Buyer's counsel), the Buyer hereby acknowledges that the Company shall not be in default of the Purchase Agreement or any other Loan Document or Transaction Document as a result of any failure to make any required payment prior to the date hereof and that the Buyer hereby waives any such default which may exist as of the date hereof. The Buyer also acknowledges that the Notice of Default dated November 3, 2016 has been withdrawn and is of no force or effect.

Each of the Credit Parties hereby acknowledges, represents, warrants and confirms to Buyer that: (i) each of the Transaction Documents executed by the Credit Parties, respectively and as applicable, are valid and binding obligations of the Credit Parties, respectively and as applicable, enforceable against each of them in accordance with their respective terms; (ii) all other Obligations of the Credit Parties shall be and continue to be and remain secured by and under the Transaction Documents and all UCC-1 Financing Statements filed in connection therewith; (iii) there are no defenses, setoffs, counterclaims, cross-actions or equities in favor of the Credit Parties to or against the enforcement of any of the Transaction Documents, and to the extent any of the Credit Parties have any defenses, setoffs, counterclaims, cross-actions or equities against the Buyer and/or against the enforceability of any of the Transaction Documents, each of the Credit Parties acknowledges and agrees that same are hereby fully and unconditionally waived by each of the Credit Parties; and (iv) no oral representations, statements, or inducements have been made by Buyer, or any agent or representative of Buyer, with respect to the Purchase Agreement or any other Transaction Documents.

The Credit Parties each hereby represents, warrants and covenants as follows: (i) that the Buyer's security interests in all of the "Collateral" (as such term is defined in the Security Agreements) are and remain valid, perfected, first-priority security interests in such Collateral (subject only to the Intercreditor Agreement), respectively and as applicable, and the Credit Parties have not granted any other Liens or security interests of any nature or kind in favor of any other Person affecting any of such Collateral, except as provided in the Intercreditor Agreement.

As of the date hereof, the Credit Parties each hereby acknowledge and admit that: (i) the Buyer has acted in good faith and has fulfilled and fully performed all of its obligations under or in connection with the Purchase Agreement or any other Transaction Documents; and (ii) that there are no other promises, obligations, understandings or agreements with respect to the Purchase Agreement or the Transaction Documents, except as expressly set forth herein.

The Credit Parties each hereby represent and warrant to the Buyer that the execution and delivery by the Credit Parties of this letter agreement and the performance by Credit Parties of all of their respective Obligations hereunder and thereunder, have been duly and validly authorized and approved by the Credit Parties and their respective boards of directors, as applicable, pursuant to all applicable laws and other than the corporate action or resolutions delivered by each of the Credit Parties, as applicable, in connection with this letter agreement, no other corporate action or consent on the part of the Credit Parties, their respective boards of directors, stockholders or any other Person is necessary or required by the Credit Parties to execute this letter agreement to consummate the transactions contemplated herein and therein, or perform all of the Credit Parties' obligations hereunder and thereunder. This letter agreement has been duly and validly executed by the Credit Parties (and the officer executing this letter agreement is duly authorized to act and execute same on behalf of the Credit Parties) and constitute the valid and legally binding agreements of the Credit Parties, enforceable against the Credit Parties in accordance with their respective terms.

Each of the Credit Parties, jointly and severally, hereby indemnifies and holds the Buyer Indemnified Parties, and each of them, harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature payable by any of the Buyer Indemnified Parties to any Person, including reasonable attorneys' and paralegals' fees and expenses, court costs, settlement amounts, costs of investigation and interest thereon from the time such amounts are due at the highest non-usurious rate of interest permitted by applicable Law, through all negotiations, mediations, arbitrations, trial and appellate levels (collectively, the "Claims"), as a result of, or arising out of, or relating to any matters relating to this letter agreement.

As a material inducement for Buyer to execute this letter agreement, each of the Credit Parties hereby releases, waives, discharges, covenants not to sue, acquits, satisfies and forever discharges each of the Buyer Indemnified Parties and their respective successors and assigns, from any and all Claims whatsoever in law or in equity which the Credit Parties, or any one of them, ever had, now have, or which any successor or assign of the Credit Parties hereafter can, shall or may have against any of the Buyer Indemnified Parties and their respective successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever related to the Transaction Documents through the date hereof. In addition to, and without limiting the generality of foregoing, the Credit Parties further covenant with and warrant unto the Buyer and each of the other Buyer Indemnified Parties, that there exist no claims, counterclaims, defenses, objections, offsets or other Claims against Buyer or any other Buyer Indemnified Parties.

This letter agreement, the Purchase Agreement, the Transaction Documents, the Intercreditor Agreement, the Services Agreement, the Guarantee Agreement and the Security Agreement contain the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this letter agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to choice of law principles. Any dispute arising under or relating to or in connection with this letter agreement shall be subject to the exclusive jurisdiction and venue of the State and/or Federal courts located in Broward County, Florida. This letter agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The parties hereby consent and agree that if this letter agreement shall at any time be deemed by the parties for any reason insufficient, in whole or in part, to carry out the true intent and spirit hereof or thereof, the parties will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the parties may be reasonably required in order more effectively to accomplish the purposes of this letter agreement. In case any provision of this letter agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this letter agreement, and the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Please indicate your agreement with and acceptance of the terms of this letter agreement by signing in the space provided and returning this letter agreement to our attention at the address above.

[- signature page follows -]

By execution hereof, the undersigned hereby agrees to the terms and conditions of this letter agreement.

Very truly yours,

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Rennova Health, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Solution, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

HEALTH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Health Technology Solutions, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

MEDYTOX INSTITUTE OF LABORATORY MEDICINE, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Institute of Laboratory Medicine, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

MEDICAL BILLING CHOICES INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the President of Medical Billing Choices Inc., a North Carolina corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

MEDYTOX DIAGNOSTICS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Diagnostics, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

MEDYTOX MEDICAL MARKETING & SALES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Medytox Medical Marketing & Sales, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

PB LABORATORIES, LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of PB Laboratories, LLC, a Florida limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

BIOHEALTH MEDICAL LABORATORY, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Biohealth Medical Laboratory, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

ALETHEA LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Alethea Laboratories, Inc., a Texas corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

INTERNATIONAL TECHNOLOGIES, LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of International Technologies, LLC, a New Jersey limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

EPIC REFERENCE LABS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of EPIC Reference Labs, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

CLINLAB, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the President of Clinlab, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR

MEDICAL MIME, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Medical Mime, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR

EPINEX DIAGNOSTICS LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Epinex Diagnostics Laboratories, Inc., a California corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR

EPINEX DIAGNOSTICS LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Epinex Diagnostics Laboratories, Inc., a Nevada corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CONSENT AND AGREEMENT

The undersigned is a Guarantor, as that term is defined in that certain securities purchase agreement by and between the Company and the Holder and, as such, the undersigned hereby consents and agrees to the payment of the amounts contemplated in the senior secured, convertible, redeemable debenture, documents contemplated thereby and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by the Company pursuant to or in connection with said senior secured, convertible, redeemable debenture to the same extent as if the undersigned were a party to said senior secured, convertible, redeemable debenture.

GUARANTOR:

PLATINUM FINANCIAL SOLUTIONS, LLC

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

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sebastien Sainsbury, the Manager of Platinum Financial Solutions, LLC., a Florida limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

TCA GLOBAL CREDIT MASTER FUND, LP

By: TCA Global Credit Fund GP, Ltd.,
its general partner

By: /s/ Robert Press
Name: Robert Press
Title: Director

SCHEDULE A

PAYMENT AND AMORIZATION SCHEDULE

	Period		Principle Balance	Interest Payment	Principal Payment	Total Interest	Redemption Premium	Total payment	IB Fee	Payment Due
3/17/2017										(2,383,002.02)
4/17/2017	1		-	35,745.03	-	35,745.03	-	35,745.03	-	35,745.03
5/17/2017	2		-	35,745.03	100,000.00	71,490.06	-	171,490.06	-	135,745.03
6/17/2017	3		3,030,109.63	45,451.64	100,000.00	116,941.71	-	316,941.71	-	145,451.64
7/17/2017	4	1	2,183,002.02	43,951.64	782,537.26	160,893.35	-	1,143,430.61	-	826,488.90
8/17/2017	5	2	1,400,464.76	28,533.52	794,275.32	189,426.87	-	1,966,239.45	-	822,808.84
9/17/2017	6	3	606,189.45	12,884.13	606,189.45	202,311.01	-	2,585,313.03	-	619,073.58

Exhibit 10.139

SECURITY AGREEMENT

This SECURITY AGREEMENT (the "Agreement") is made as of March 20, 2017, is executed by and between RENNOVA HEALTH, INC., a corporation incorporated under the laws of the State of Delaware (the "Grantor"), and TCA GLOBAL CREDIT MASTER FUND, LP, a limited partnership organized and existing under the laws of the Cayman Islands (the "Secured Party").

WHEREAS, pursuant to a Securities Purchase Agreement dated as of May 31, 2015 and effective as of September 11, 2015, between Medytox Solutions, Inc., a corporation incorporated under the laws of the State of Nevada (the "Company"), and the Secured Party (as amended, the "Purchase Agreement"), the Company has agreed to issue to the Secured Party and the Secured Party has agreed to purchase from Company certain senior secured, convertible, redeemable debentures (as amended, the "Debentures"), as more specifically set forth in the Purchase Agreement;

WHEREAS, following the date of the Purchase Agreement, the Grantor has become the parent of the Company and is receiving a direct benefit from Company's receipt of certain sums pursuant to Secured Party's purchase of the Debentures from the Company and the continuing good standing relationship with the Secured Party; and

WHEREAS, the Grantor has agreed to execute and deliver this Security Agreement to the Secured Party, for the benefit of the Secured Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties each intending to be legally bound, hereby do agree as follows:

1. Recitals. The recitations set forth in the preamble of this Agreement are true and correct and incorporated herein by this reference.

2. Construction and Definition of Terms. In this Agreement, unless the express context otherwise requires: (i) the words "herein," "hereof' and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) references to the words "Section" or "Subsection" refer to the respective Sections and Subsections of this Agreement, and references to "Exhibit" or "Schedule" refer to the respective Exhibits and Schedules attached hereto; (iii) wherever the word "include," "includes" or "including" is used in this Agreement , it will be deemed to be followed by the words "without limitation." All capitalized terms used in this Agreement that are defined in the Purchase Agreement or otherwise defined in Articles 8 or 9 of the Code shall have the meanings assigned to them in the Purchase Agreement or the Code, respectively and as applicable, unless the context of this Agreement requires otherwise. In addition to the capitalized terms defined in the Code and the Purchase Agreement, unless the context otherwise requires, when used herein, the following capitalized terms shall have the following meanings (provided that if a capitalized term used herein is defined in the Purchase Agreement and separately defined in this Agreement, the meaning of such term as defined in this Agreement shall control for purposes of this Agreement):

(a) "Agreement" means this Security Agreement and all amendments, modifications and supplements hereto.

(b) "Bankruptcy Code" means the United States Bankruptcy Code, as amended from time to time, or any other similar laws, codes, rules or regulations relating to bankruptcy, insolvency or the protection of creditors.

(c) "Business Premises" shall mean the Grantor's offices located at 400 South Australian Ave., 8th Floor. West Palm Beach, FL 33401.

(d) "Closing" shall mean the date on which this Agreement is fully executed by both parties.

(e) "Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of Nevada, provided that terms used herein which are defined in the Code as in effect in the State of Nevada on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute, except as the Secured Party may otherwise agree.

(f) "Collateral" shall mean any and all property of the Grantor, of any kind or description, tangible or intangible, real, personal or mixed, wheresoever located and whether now existing or hereafter arising or acquired, including the following: (i) all property of, or for the account of, the Grantor now or hereafter coming into the possession, control or custody of, or in transit to, Secured Party or any agent or bailee for Secured Party or any parent, affiliate or subsidiary of Secured Party or any participant with Secured Party in the Obligations (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all cash, earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; (ii) the following additional property of the Grantor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions, betterments and replacements therefor, products and Proceeds therefrom, and all of the Grantor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Grantor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, including all: (A) Accounts, and all goods whose sale, lease or other disposition by the Grantor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Grantor, or rejected or refused by an Account debtor; (B) As-extracted Collateral; (C) Chattel Paper (whether tangible or electronic); (D) Commodity Accounts; (E) Commodity Contracts; (F) Deposit Accounts, including all cash and other property from time to time deposited therein and the monies and property in the possession or under the control of the Secured Party or any affiliate, representative, agent, designee or correspondent of the Secured Party; (G) Documents; (H) Equipment; (I) Farm Products; (J) Fixtures; (K) General Intangibles (including all Payment Intangibles); (L) Goods, and all accessions thereto and goods with which the Goods are commingled; (M) Health-Care Insurance Receivables; (N) Instruments; (0) Inventory, including raw materials, work-in-process and finished goods; (P) Investment Property; (Q) Letter-of-Credit Rights; (R) Promissory Notes; (S) Software; (T) all Supporting Obligations; (U) all commercial tort claims hereafter arising; (V) all other tangible and intangible personal property of the Grantor (whether or not subject to the Code), including, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Grantor described within the definition of Collateral (including, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by the Grantor in respect of any of the items listed within the definition of Collateral), and all books, correspondence, files and other Records, including, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of the Grantor or any other Person from time to time acting for the Grantor, in each case, to the extent of the Grantor's rights therein, that at any time evidence or contain information relating to any of the property described or listed within the definition of Collateral or which are otherwise necessary or helpful in the collection or realization thereof; (W) all real property interests of the Grantor and the interest of the Grantor in fixtures related to such real property interests; and (X) Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any or all of the foregoing, in each case howsoever the Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided, however, Collateral shall not include any Excluded Collateral (as defined herein).

(g) "Event of Default" shall mean any of the events described in Section 4 hereof.

(h) "Excluded Collateral" shall mean, collectively, any Accounts of the Company due from any federal or state government healthcare reimbursement program including, but not limited to, the Medicare, Medicaid, and Tri-care programs.

(i) "Obligations" shall have the meaning given to it in the Purchase Agreement.

3. Security.

(a) Grant of Security Interest. As security for the full payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby assigns, pledges and grants to Secured Party an unconditional, continuing, first priority security interest in all of the Collateral. Secured Party's security interest shall continually exist until all Obligations have been indefeasibly satisfied and/or paid in full.

(b) Representations, Warranties. Covenants and Agreement of the Grantor . The Grantor covenants, warrants and represents, for the benefit of the Secured Party, as follows:

(i) The Grantor has the requisite corporate power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Grantor of this Agreement and the filings contemplated herein have been duly authorized by all necessary action on the part of the Grantor and no further action is required by the Grantor. This Agreement constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally.

(ii) The Grantor represents and warrants that it has no place of business or offices where its respective books of account and records are kept or places where Collateral is stored or located, except for the Business Premises.

(iii) The Grantor is the sole owner of the Collateral (except for non- exclusive licenses granted by the Grantor in the Grantor's Ordinary Course of Business), free and clear of any and all Encumbrances. The Grantor is fully authorized to grant the security interests in and to pledge the Collateral to Secured Party. There is not on file in any agency, land records or other office of any Governmental Authority, an effective financing statement, security agreement, license or transfer or any notice of any of the foregoing (other than those that have been filed in favor of the Secured Party pursuant to this Agreement) covering or affecting any of the Collateral. So long as this Agreement shall be in effect, the Grantor shall not execute and shall not permit to be on file in any such agency, land records or other office any such financing statement or other document or instrument (except to the extent filed or recorded in favor of the Secured Party pursuant to the terms of this Agreement).

(iv) No part of the Collateral has been judged invalid or unenforceable. No Claim, Proceeding or other notice or other similar item has been received by the Grantor that any Collateral or the Grantor's use of any Collateral violates the rights of any Person. There has been no adverse decision or claim to the Grantor's ownership rights in or exclusive rights to use the Collateral in any jurisdiction or to the Grantor's right to keep and maintain such Collateral in full force and effect, and there is no Claim or Proceeding of any nature involving said rights pending or, to the best knowledge of the Grantor, threatened, before any Governmental Authority.

(v) The Grantor shall at all times maintain its books of account and records relating to the Collateral and maintain the Collateral at the Business Premises, and the Grantor shall not relocate such books of account and records or Collateral, except and unless: (A) Secured Party first receives notice of such relocation, which approval may be withheld in Secured Party's sole and absolute discretion; (B) evidence that appropriate financing statements and other necessary documents have been filed and recorded and other steps have been taken to create in favor of the Secured Party valid, perfected and continuing liens in the Collateral; or (C) Collateral is moved or relocated in the Grantor's Ordinary Course of Business, provided, however, that any permanent relocation of any of the Collateral shall require prior written notice to Secured Party in accordance with Subsection 3(b)(v)(A) above.

(vi) Upon making the filings described in the immediately following sentence or by possession or control of such Collateral by Secured Party or delivery of such Collateral to Secured Party, this Agreement creates, in favor of the Secured Party, a valid, perfected, first priority security interest in the Collateral. Except for the filing of financing statements on Form UCC-1 under the Code with the State of Delaware, no authorization or approval of, or filing with, or notice to any Governmental Authority is required either: (A) for the grant by the Grantor of, or the effectiveness of, the security interest granted hereby or for the execution, delivery and performance of this Agreement by the Grantor; or (B) for the perfection of or exercise by the Secured Party of its rights and remedies hereunder.

(vii) Simultaneous with the execution of this Agreement, the Grantor hereby authorizes the Secured Party to file one or more UCC financing statements, and any continuations, amendments, or assignments thereof with respect to the security interests in the Collateral granted hereby, with the State of Delaware and in such other jurisdictions as may be necessary.

(viii) The execution, delivery and performance of this Agreement, and the granting of the security interests contemplated hereby, will not: (A) constitute a violation of or conflict with the Certificate of Incorporation, Articles of Association or any other organizational or governing documents of the Company; (B) constitute a violation of, or a default or breach under (either immediately, upon notice, upon lapse of time, or both), or conflicts with, or gives to any other Person any rights of termination, amendment, acceleration or cancellation of, any provision of any Contract or agreement to which Grantor is a party or by which any of the Collateral may be bound; (C) constitute a violation of, or a default or breach under (either immediately, upon notice, upon lapse of time, or both), or conflicts with, any Judgment of any Governmental Authority; (D) constitute a violation of, or conflict with, any Law; or (E) result in the loss or adverse modification of, or the imposition of any fine, penalty or other Encumbrance with respect to, any Permit granted or issued to, or otherwise held by or for the use of, the Grantor or any of the Collateral. No Consent (including from stockholders or creditors of the Grantor) is required for the Grantor to enter into and perform its obligations hereunder.

(ix) The Grantor shall at all times maintain the liens and security interests provided for hereunder as valid and perfected liens and security interests in the Collateral in favor of the Secured Party until this Agreement and the security interests hereunder shall terminate pursuant to Section 8(o) below. The Grantor shall at all times safeguard and protect all Collateral, at its own expense, for the account of the Secured Party. At the request of the Secured Party, the Grantor will sign and deliver to the Secured Party at any time, or from time to time, one or more financing statements pursuant to the Code (or any other applicable statute) in form reasonably satisfactory to the Secured Party and will pay the cost of filing the same in all public offices wherever filing is, or is reasonably deemed by the Secured Party to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, the Grantor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the security interests granted hereunder, and the Grantor shall obtain and furnish to the Secured Party from time to time, upon demand, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the security interests hereunder.

(x) Except for purchase money, the Grantor will not transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, which consent may be withheld in the Secured Party's sole and absolute discretion, except for transfers, sales or licenses made in the Grantor's Ordinary Course of Business.

(xi) The Grantor shall keep, maintain and preserve all of the Collateral in good condition, repair and order and the Grantor will use, operate and maintain the Collateral in compliance with all Laws, and in compliance with all applicable insurance requirements and regulations.

(xii) The Grantor shall, within five (5) days of obtaining knowledge thereof, advise the Secured Party promptly, in sufficient detail, of any substantial or material adverse change in the Collateral, and of the occurrence of any event which would have a Material Adverse Effect.

(xiii) The Grantor shall promptly execute and deliver to the Secured Party such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Secured Party may from time to time reasonably request and may in its reasonable discretion deem necessary to perfect, protect or enforce its security interest in the Collateral, including, placing legends on Collateral or on books and records pertaining to Collateral stating that Secured Party has a security interest therein.

(xiv) The Grantor will take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.

(xv) The Grantor shall promptly notify the Secured Party in sufficient detail upon becoming aware of any Claim, Proceeding, or any other litigation, attachment, garnishment, execution or other legal process levied against any Collateral or of any Claim, Proceeding or any other material litigation, attachment, garnishment, execution or other legal process which Grantor knows or has reason to believe is pending or threatened against it or the Collateral, and of any other information received by the Grantor that may materially and adversely affect the value of the Collateral, the security interests granted hereunder or the rights and remedies of the Secured Party hereunder.

(xvi) All information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of the Grantor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(xvii) Except as otherwise disclosed to the Secured Party in writing, Grantor will promptly pay when due all Taxes and all transportation, storage, warehousing and all other charges and fees affecting or arising out of or relating to the Collateral and shall defend the Collateral, at Grantor's expense, against all claims of any Persons claiming any interest in the Collateral adverse to Grantor or Secured Party.

(xviii) During normal business hours and subject to prior reasonable notice from Secured Party to the Grantor (which notice may be e-mail or telephonic notice), Secured Party and its agents and designees may enter the Business Premises and any other premises of the Grantor and inspect the Collateral and all books and records of the Grantor (in whatever form) up to two (2) times per year absent an Event of Default, and the Grantor shall pay the reasonable costs of such inspections.

(xix) The Grantor shall maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such loss deductible amounts and with such companies as may be reasonably satisfactory to the Secured Party, and each such policy shall contain a clause or endorsement satisfactory to Secured Party naming Secured Party as loss payee and a clause or endorsement satisfactory to Secured Party that such policy may not be canceled or altered and Secured Party may not be removed as loss payee without at least thirty (30) days prior written notice to Secured Party. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that Grantor will not be deemed a co-insurer under applicable insurance laws, policies or practices. Upon the occurrence and continuation of an Event of Default, the Grantor hereby assigns to Secured Party and grants to Secured Party a security interest in any and all proceeds of such policies and authorizes and empowers Secured Party to adjust or compromise any loss under such policies and to collect and receive all such proceeds. Upon the occurrence and continuation of an Event of Default, the Grantor hereby authorizes and directs each insurance company to pay all such proceeds directly and solely to Secured Party and not to the Grantor and Secured Party jointly. Upon the occurrence and continuation of an Event of Default, the Grantor authorizes and empowers Secured Party to execute and endorse in Grantor's name all proofs of loss, drafts, checks and any other documents or instruments necessary to accomplish such collection, and any persons making payments to Secured Party under the terms of this subsection are hereby relieved absolutely from any obligation or responsibility to see to the application of any sums so paid. After deduction from any such proceeds of all costs and expenses (including attorney's fees) incurred by Secured Party in the collection and handling of such proceeds, the net proceeds shall be applied as follows: if no Event of Default shall have occurred and be continuing, such net proceeds may be applied, at Grantor's option, either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Secured Party, or as a credit against such of the Obligations, whether matured or unmatured, as Company shall determine. In the event that Grantor may and does elect to replace or restore any of the Collateral as aforesaid, then such net proceeds shall be deposited in a segregated account opened in the name and for the benefit of Secured Party, and such net proceeds shall be disbursed therefrom by Secured Party in such manner and at such times as Secured Party deems appropriate to complete and insure such replacement or restoration; provided, however, that if an Event of Default shall occur and be continuing at any time before or after replacement or restoration has commenced, then thereupon Secured Party shall have the option to apply all remaining net proceeds either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Secured Party, or as a credit against such of the Obligations, whether matured or unmatured, as Secured Party shall determine in Secured Party's sole discretion. If an Event of Default shall have occurred and be continuing prior to such deposit of the net proceeds, then Secured Party may, in its sole discretion, apply such net proceeds either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Secured Party, or as a credit against such of the Obligations, whether matured or unmatured, as Secured Party shall determine in Secured Party's sole discretion.

(xx) The Grantor shall cooperate with Secured Party to obtain and keep in effect one or more control agreements in Deposit Accounts, Electronic Chattel Paper, Investment Property and Letter-of-Credit Rights Collateral. In addition, the Grantor, at the Grantor's expense, shall promptly: (A) execute all notices of security interest for each relevant type of Software and other General Intangibles in forms suitable for filing with any United States or foreign office handling the registration or filing of patents, trademarks, copyrights and other intellectual property and any successor office or agency thereto; and (B) take all commercially reasonable steps in any Proceeding before any such office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of any Software, General Intangibles or any other intellectual property rights and assets that are part of the Collateral, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(xxi) Grantor shall not file any amendments, correction statements or termination statements concerning the Collateral without the prior written consent of Secured Party while the Obligations are outstanding.

(c) Collateral Collections. While an Event of Default shall have occurred and be continuing, Secured Party shall have the right at any and all times to enforce the Grantor's rights against all Persons obligated on any of the Collateral, including the right to: (i) notify and/or require the Grantor to notify any or all Persons obligated on any of the Collateral to make payments directly to Secured Party or in care of a post office lock box under the sole control of Secured Party established at Grantor's expense, and to take any or all action with respect to Collateral as Secured Party shall determine in its sole discretion, including, the right to demand, collect, sue for and receive any money or property at any time due, payable or receivable on account thereof, compromise and settle with any Person liable thereon, and extend the time of payment or otherwise change the terms thereof, without incurring any liability or responsibility to the Grantor whatsoever; and/or (ii) require the Grantor to segregate and hold in trust for Secured Party and, on the day of Grantor's receipt thereof, transmit to Secured Party in the exact form received by the Grantor (except for such assignments and endorsements as may be required by Secured Party), all cash, checks, drafts, money orders and other items of payment constituting any portion of the Collateral or proceeds of the Collateral. Secured Party's collection and enforcement of Collateral against Persons obligated thereon shall be deemed to be commercially reasonable if Secured Party exercises the care and follows the procedures that Secured Party generally applies to the collection of obligations owed to Secured Party.

(d) Care of Collateral. Except for Collateral in control or possession of the Secured Party, Grantor shall have all risk of loss of the Collateral. Except for Collateral in control or possession of the Secured Party, the Secured Party shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, to collect or enforce any of its rights against, the Collateral, to collect any income accruing on the Collateral, or to preserve rights against Persons with prior interests in the Collateral. If Secured Party actually receives any notices requiring action with respect to Collateral in Secured Party's possession, Secured Party shall take reasonable steps to forward such notices to the Grantor. The Grantor is responsible for responding to notices concerning the Collateral, voting the Collateral, and exercising rights and options, calls and conversions of the Collateral. Secured Party's reasonable responsibility is to take such action as is reasonably requested by Grantor in writing, however, Secured Party is not responsible to take any action that, in Secured Party's reasonable judgment, would affect the value of the Collateral as security for the Obligations adversely. While Secured Party is not required to take certain actions, if action is needed, in Secured Party's reasonable discretion, to preserve and maintain the Collateral, Grantor authorizes Secured Party to take such actions, but Secured Party is not obligated to do so.

4. Events of Default. The occurrence of any one or more of the acts constituting an "Event of Default" as described in Section 3.01 of the Debenture.

5. Rights and Remedies.

(a) Rights and Remedies of Secured Party. Upon and while an Event of Default is continuing, Secured Party may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to the rights and remedies available to Secured Party under the Purchase Agreement and any other Transaction Documents, the rights and remedies of a secured party under the Code, and all other rights and remedies available to Secured Party under applicable law or in equity, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:

(i) Take absolute control of the Collateral including transferring into the Secured Party's name or into the name of its nominee or nominees (to the extent the Secured Party has not theretofore done so) and thereafter receive, for the benefit of the Secured Party, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof;

(ii) Require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place or places to be designated by the Secured Party that is convenient to Secured Party, and the Secured Party may enter into and occupy the Business Premises or any other premises owned or leased by the Grantor where the Collateral or any part thereof is located or assembled in order to effectuate the Secured Party's rights and remedies hereunder or under law without a breach of peace, including removing such Collateral therefrom, without any obligation or liability to the Grantor in respect of such occupation, the Grantor HEREBY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF COLLATERAL AND THE GRANTOR HEREBY GRANTING TO SECURED PARTY AND ITS AGENTS AND REPRESENTATIVES FULL AUTHORITY TO ENTER SUCH PREMISES;

(iii) Without notice, except as specified below, and without any obligation to prepare or process the Collateral for sale: (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as shall be commercially reasonable; and/or (B) lease, license or dispose of the Collateral or any part thereof upon such terms as shall be commercially reasonable. The Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale or other disposition of any Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Grantor hereby waives any claims and actions against the Secured Party arising by reason of the fact that the price at which any of the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree, and waives all rights that the Grantor may have to require that all or any part of such Collateral be marshaled upon any sale (public or private) thereof. The Grantor hereby acknowledges that: (X) any such sale of the Collateral by the Secured Party shall be made without warranty; (Y) the Secured Party may specifically disclaim any warranties of title, possession, quiet enjoyment or the like; and (Z) such actions set forth in clauses (X) and (Y) above shall not adversely affect the commercial reasonableness of any such sale of Collateral. In addition to the foregoing: (1) upon written notice to the Grantor from the Secured Party after and during the continuance of an Event of Default, the Grantor shall cease any use of any intellectual property or any trademark, patent or copyright similar thereto for any purpose described in such notice; (2) the Secured Party may, at any time and from time to time after and during the continuance of an Event of Default, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Grantor's intellectual property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; and (3) the Secured Party may, at any time, pursuant to the authority granted under this Agreement (such authority being effective upon the occurrence and during the continuance of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of any intellectual property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(iv) Operate, manage and control the Collateral (including use of the Collateral and any other property or assets of Grantor in order to continue or complete performance of Grantor's obligations under any contracts of Grantor), or permit the Collateral or any portion thereof to remain idle or store the same, and collect all rents and revenues therefrom.

(v) Enforce the Grantor's rights against any Persons obligated upon any of the Collateral.

(vi) The Grantor hereby acknowledges that if the Secured Party complies with any applicable foreign, state, provincial or federal law requirements in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(vii) The Secured Party shall not be required to marshal any present or future collateral security (including, this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Secured Party's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that the Grantor lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

(b) Power of Attorney. Effective while an Event of Default is continuing, Grantor hereby designates and appoints Secured Party and its designees as attorney-in-fact of and for the Grantor, irrevocably and with full power of substitution, with authority to endorse the Grantor's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Secured Party's possession; to execute proofs of claim and loss; to adjust and compromise any claims under insurance policies; and to perform all other acts necessary and advisable, in Secured Party's sole discretion, to carry out and enforce this Agreement and the rights and remedies conferred upon the Secured Party by this Agreement, the Purchase Agreement or any other Transaction Documents. All acts of said attorney or designee are hereby ratified and approved by the Grantor and said attorney or designee shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law except for gross negligence and willful misconduct. This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid or unperformed or there exists any commitment by Secured Party which could give rise to any Obligations.

(c) Costs and Expenses. The Grantor agrees to pay to the Secured Party, upon demand, the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Secured Party and of any experts and agents, which the Secured Party may incur in connection with: (i) the preparation, negotiation, execution, delivery, recordation, amendment, waiver or other modification or termination of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof. Included in the foregoing shall be the amount of all expenses paid or incurred by Secured Party in consulting with counsel concerning any of its rights hereunder, under the Purchase Agreement or under applicable law, as well as such portion of Secured Party's overhead as Secured Party shall allocate to collection and enforcement of the Obligations in Secured Party's sole but reasonable discretion. All such costs and expenses shall bear interest from the date of outlay until paid, at the highest rate set forth in the Debenture, or if none is so stated, the highest rate allowed by law. The provisions of this Subsection shall survive the termination of this Agreement and Secured Party's security interest hereunder and the payment of all Obligations.

6. Security Interest Absolute. All rights of the Secured Party and all Obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of: (i) any lack of validity or enforceability of this Agreement, the Purchase Agreement, and any other Transaction Documents or any agreement entered into in connection with the foregoing, or any portion hereof or thereof; (ii) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms and provisions of the Purchase Agreement, any other Transaction Documents, or any other agreement entered into in connection with the foregoing; (iii) any exchange, release or non-perfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guaranty, or any other security, for all or any of the Obligations; (iv) any action by the Secured Party to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (v) except for payment and performance, any other circumstance which might otherwise constitute any legal or equitable defense available to the Grantor, or a discharge of all or any part of the security interests granted hereby. Until the Obligations shall have been paid and performed in full, the rights of the Secured Party shall continue even if the Obligations are barred for any reason, including, the running of the statute of limitations or bankruptcy. In the event that at any time any transfer of any Collateral or any payment received by the Secured Party hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the Bankruptcy Code or any other similar insolvency or bankruptcy laws of any jurisdiction , or shall be deemed to be otherwise due to any party other than the Secured Party, then, in any such event, the Grantor's obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. The Grantor waives all right to require the Secured Party to proceed against any other Person or to apply any Collateral which the Secured Party may hold at any time, or to pursue any other remedy. The Grantor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

7. Indemnity. The Grantor agrees to defend, protect, indemnify and hold the Secured Party forever harmless from and against any and all Claims of any nature or kind (including reasonable legal fees, costs, expenses, and disbursements of counsel) to the extent that they arise out of, or otherwise result from, this Agreement (including, enforcement of this Agreement) except for gross negligence and willful misconduct. This indemnity shall survive termination of this Agreement.

8. Miscellaneous.

(a) Performance for Grantor. The Grantor agrees and hereby authorizes that Secured Party may, in Secured Party's sole discretion, but Secured Party shall not be obligated to, whether or not an Event of Default shall have occurred, advance funds on behalf of the Grantor , with prior notice to the Grantor and right to cure or contest, in order to insure the Grantor's compliance with any covenant, warranty , representation or agreement of the Grantor made in or pursuant to this Agreement, the Purchase Agreement, or any other Transaction Documents, to continue or complete, or cause to be continued or completed, performance of the Grantor's obligations under any Contracts of the Grantor, or to preserve or protect any right or interest of Secured Party in the Collateral or under or pursuant to this Agreement, the Purchase Agreement or any other Transaction Documents, including, the payment of any insurance premiums or taxes and the satisfaction or discharge of any Claim, Obligation, Judgment or any other Encumbrance upon the Collateral or other property or Assets of Grantor; provided, however, that the making of any such advance by Secured Party shall not constitute a waiver by Secured Party of any Event of Default with respect to which such advance is made, nor relieve the Grantor of any such Event of Default. The Grantor shall pay to Secured Party upon demand all such advances made by Secured Party with interest thereon at the highest rate set forth in the Debenture, or if none is so stated, the highest rate allowed by law. All such advances shall be deemed to be included in the Obligations and secured by the security interest granted Secured Party hereunder; provided, however, that the provisions of this Subsection shall survive the termination of this Agreement and Secured Party's security interest hereunder and the payment of all other Obligations.

(b) Applications of Payments and Collateral. Except as may be otherwise specifically provided in this Agreement or the Purchase Agreement, while an Event of Default is continuing, all Collateral and proceeds of Collateral coming into Secured Party's possession and all payments made by any Person to Secured Party with respect to any Collateral may be applied by Secured Party (after payment of any amounts payable to the Secured Party pursuant to Section 5(c) hereof) to any of the Obligations, whether matured or unmatured, as Secured Party shall determine in its sole, but reasonable discretion. Any surplus held by the Secured Party and remaining after the indefeasible payment in full in cash of all of the Obligations shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct. Secured Party may defer the application of Noncash Proceeds of Collateral, to the Obligations until Cash Proceeds are actually received by Secured Party. In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the highest rate specified in the Debenture for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Secured Party to collect such deficiency.

(c) Waivers by Grantor. The Grantor hereby waives, to the extent the same may be waived under applicable law: (i) notice of acceptance of this Agreement; (ii) all claims and rights of the Grantor against Secured Party on account of actions taken or not taken by Secured Party in the exercise of Secured Party's rights or remedies hereunder, under the Purchase Agreement, and other Transaction Documents or under applicable law; (iii) all claims of the Grantor for failure of Secured Party to comply with any requirement of applicable law relating to enforcement of Secured Party's rights or remedies hereunder, under the Purchase Agreement, under any other Transaction Documents or under applicable law; (iv) all rights of redemption of the Grantor with respect to the Collateral; (v) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (vi) presentment, demand for payment, protest and notice of non-payment and all exemptions applicable to any of the Collateral or the Grantor; (vii) any and all other notices or demands which by applicable law must be given to or made upon the Grantor by Secured Party; (viii) settlement, compromise or release of the obligations of any Person primarily or secondarily liable upon any of the Obligations; (ix) all rights of the Grantor to demand that Secured Party release account debtors or other Persons liable on any of the Collateral from further obligation to Secured Party; and (x) substitution, impairment, exchange or release of any Collateral for any of the Obligations. The Grantor agrees that Secured Party may exercise any or all of its rights and/or remedies hereunder, under the Purchase Agreement, the other Transaction Documents and under applicable law without resorting to and without regard to any Collateral or sources of liability with respect to any of the Obligations. Upon termination of this Agreement and Secured Party's security interest hereunder and payment of all Obligations, within ten (10) Business Days following the Grantor's request to Secured Party, Secured Party shall release control of any security interest in the Collateral perfected by control and Secured Party shall send Grantor a statement terminating any financing statement filed against the Collateral.

(d) Waivers by Secured Party. No failure or any delay on the part of Secured Party in exercising any right, power or remedy hereunder, under this Agreement, the Purchase Agreement, and other Transaction Documents or under applicable law, shall operate as a waiver thereof.

(e) Secured Party's Setoff. Secured Party shall have the right, in addition to all other rights and remedies available to it, following an Event of Default, to set off against any Obligations due Secured Party, any debt owing to the Grantor by Secured Party.

(f) Modifications, Waivers and Consents. No modifications or waiver of any provision of this Agreement, the Purchase Agreement, or any other Transaction Documents, and no consent by Secured Party to any departure by the Grantor therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given, and any single or partial written waiver by Secured Party of any term, provision or right of Secured Party hereunder shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any other right, power or remedy. No notice to or demand upon the Grantor in any case shall entitle Grantor to any other or further notice or demand in the same, similar or other circumstances.

(g) Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

If to the Guarantor:	400 South Australian Ave., 8th Floor West Palm Beach, FL 33401 Attention: Seamus Lagan E-Mail: slagan@rennovahealth.com
With a copy to: (which shall not constitute notice)	Shutts & Bowen LLP 200 South Biscayne Boulevard Suite 200 Miami, FL 33131 Attention: J. Thomas Cookson E-Mail: tcookson@shutts.com
If to the Secured Party	TCA Global Credit Master Fund, LP 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89196 Attn: Mr. Robert Press E-Mail: bpress@tcaglobalfund.com
With a copy to: (which shall not constitute notice)	Lucosky Brookman LLP 101 Wood Avenue South, 5th Floor Woodbridge, NJ 08830 Attn: Seth A. Brookman, Esq. E-Mail: sbrookman@lucbro.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing and shall be deemed delivered: (i) if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the address below, then three (3) business days after deposit of same in a regularly maintained U.S. Mail receptacle; or (ii) if mailed by Federal Express, UPS or other nationally recognized overnight courier service, next business morning delivery, then one (1) business day after deposit of same in a regularly maintained receptacle of such overnight courier; or (iii) if hand delivered, then upon hand delivery thereof to the address indicated on or prior to 5:00 p.m., EST, on a business day. Any notice hand delivered after 5:00 p.m., EST, shall be deemed delivered on the following business day. Notwithstanding the foregoing, notice, consents, waivers or other communications referred to in this Agreement may be sent by facsimile, e-mail, or other method of delivery, but shall be deemed to have been delivered only when the sending party has confirmed (by reply e-mail or some other form of written confirmation from the receiving party) that the notice has been received by the other party.

(h) Applicable Law and Consent to Jurisdiction. The Grantor and the Secured Party each irrevocably agrees that any dispute arising under, relating to, or in connection with, directly or indirectly, this Agreement or related to any matter which is the subject of or incidental to this Agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Broward County, Florida. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with Florida law. The Grantor and Secured Party each hereby consents to the exclusive jurisdiction and venue of any state or federal court having its situs in said county, and each waives any objection based on forum non conveniens. The Grantor hereby waives personal service of any and all process and consent that all such service of process may be made by certified mail, return receipt requested, directed to the Grantor, as set forth herein in the manner provided by applicable statute, law, rule of court or otherwise. Except for the foregoing mandatory forum selection clause, this Agreement shall be construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of laws, except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed under the Code by the law of a jurisdiction other than the State of Nevada, in which case such issues shall be governed by the laws of the jurisdiction governing such issues under the Code.

(i) Survival: Successors and Assigns. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof, shall survive Closing and shall continue in full force and effect until all Obligations have been paid in full, there exists no commitment by Secured Party which could give rise to any Obligations and the Secured Party has provided written notice acknowledging the satisfaction of all Obligations. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. In the event that Secured Party assigns this Agreement and/or its security interest in the Collateral, Secured Party shall give written notice to the Grantor of any such assignment and such assignment shall be binding upon and recognized by the Grantor (provided that failure to deliver any such written notice shall not impair, negate or otherwise adversely affect any of the Secured Party's rights or remedies under this Agreement or any other Transaction Documents). All covenants, agreements, representations and warranties by or on behalf of the Grantor which are contained in this Agreement shall inure to the benefit of Secured Party, its successors and assigns. The Grantor may not assign this Agreement or delegate any of its rights or obligations hereunder, without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole and absolute discretion.

(j) Severability. If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental authority of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

(k) Merger and Integration. This Agreement and the attached Schedules (if any), together with the Purchase Agreement and the other Transaction Documents, contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby and thereby, and no other agreement, statement or promise made by any party hereto or thereto, or by any employee, officer, agent or attorney of any party hereto, which is not contained herein or therein shall be valid or binding.

(l) WAIVER OF JURY TRIAL. THE GRANTOR HEREBY: (a) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY; AND (b) WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE GRANTOR AND SECURED PARTY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, THE PURCHASE AGREEMENT AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS, OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO DEBTOR- CREDITOR RELATIONSHIP BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS SECURITY AGREEMENT. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE GRANTOR AND THE GRANTOR HEREBY AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. SECURED PARTY IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAYING JURISDICTION OVER THE SUBJECT MATTER AND THE GRANTOR AND SECURED PARTY, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY. THE GRANTOR REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

(m) Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(n) Headings. The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

(o) Termination. This Agreement and the security interests hereunder shall terminate on the date on which all Obligations have been indefeasibly paid or discharged in full and there are no commitments outstanding for Secured Party to advance any funds to the Grantor, either under the Purchase Agreement, the Transaction Documents or any other Contract. Upon such termination, the Secured Party, at the request and at the expense of the Grantor for the fee for the filing of the termination statement, will furnish any termination statement with respect to any financing statement filed pursuant to this Agreement.

(p) Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require.

(q) Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

(r) Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(s) Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(t) Increase in Obligations. It is the intent of the parties to secure payment of the Obligations, as the amount of such Obligations may increase from time to time in accordance with the terms and provisions of the Purchase Agreement, and all of the Obligations, as so increased from time to time, shall be and are secured hereby. Upon the execution hereof, the Grantor shall pay any and all documentary stamp taxes and/or other charges required to be paid in connection with the execution and enforcement of the Purchase Agreement and this Agreement, and if, as and to the extent the Obligations are increased from time to time in accordance with the terms and provisions of the Debenture, then the Grantor shall immediately pay any additional documentary stamp taxes or other charges in connection therewith.

(u) Intercreditor Agreement. This Agreement is subject to the terms and conditions contained in that certain Intercreditor Agreement, of even date herewith, by and among the Credit Parties, the Secured Party and Sabby Management, LLC.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

GRANTOR:

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Rennova Health, Inc, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

SECURED
PARTY:

TCA GLOBAL CREDIT MASTER FUND, LP

By: **TCA Global Credit Master Fund GP, Ltd.,**
Its: **general partner**

By: /s/ Robert Press
Name: Robert Press
Title: Director

Exhibit 10.140

GUARANTY AGREEMENT

This GUARANTY AGREEMENT is dated as of March 20, 2017 (as amended, restated or modified from time to time, the "Guaranty"), and is made by RENNOVA HEALTH, INC., a corporation incorporated under the laws of the State of Delaware (the "Guarantor"), in favor of TCA GLOBAL CREDIT MASTER FUND, LP, a limited partnership organized and existing under the laws of the Cayman Islands (the "Buyer").

WHEREAS, pursuant to a Securities Purchase Agreement dated as of May 31, 2015 and effective as of September 11, 2015 (as amended, the "Purchase Agreement"), by and between Medytox Solutions, Inc., a corporation incorporated under the laws of the State of Nevada (the "Company"), and the Buyer, the Company has agreed to issue to the Buyer and the Buyer has agreed to purchase from Company certain senior secured, redeemable debentures (as amended, the "Debentures"), as more specifically set forth in the Purchase Agreement; and

WHEREAS, following the date of the Purchase Agreement, the Guarantor has become the parent of the Company and is receiving a direct benefit from Company's receipt of certain sums pursuant to Buyer's purchase of the Debentures from the Company and the continuing good standing relationship with the Buyer; and

WHEREAS, Guarantor has agreed to execute and deliver this Guaranty to Buyer, for the benefit of Buyer, as security for the Liabilities and Obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties each intending to be legally bound, hereby do agree as follows:

1. LIABILITIES GUARANTEED

Guarantor hereby guarantees and becomes surety to Buyer for the full, prompt and unconditional payment of the Liabilities and payment and performance of the Obligations, when and as the same shall become due, whether at the stated maturity date, by acceleration or otherwise, and the full, prompt and unconditional performance of each term and condition to be performed by Company under the Debentures and the other Transaction Documents. This Guaranty is a primary obligation of Guarantor and shall be a continuing inexhaustible Guaranty. This is a guaranty of payment and not of collection. Buyer may require Guarantor to pay and perform its liabilities and obligations under this Guaranty and may proceed immediately against Guarantor without being required to bring any proceeding or take any action against Company or any other Person prior thereto; the liability of Guarantor hereunder being independent of and separate from the liability of Company, any other guarantor, any other Person, and the availability of other collateral security for the Debentures and the other Transaction Documents.

2. DEFINITIONS

All capitalized terms used in this Guaranty that are defined in the Purchase Agreement shall have the meanings assigned to them in the Purchase Agreement, unless the context of this Guaranty requires otherwise.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Buyer as follows:

3.1. Organization, Powers. Guarantor: (i) is a corporation incorporated under the laws of the State of Delaware; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (iii) has the power and authority to execute, deliver and perform (and the officer or manager executing this Guaranty on behalf of Guarantor has been duly authorized to so act and execute this Guaranty on behalf of the Guarantor), and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Guaranty and any other Transaction Documents to which it is a party.

3.2. Execution of Guaranty. This Guaranty, and each other Transaction Document to which Guarantor is a party, have been duly executed and delivered by Guarantor. Execution, delivery and performance of this Guaranty and each other Transaction Document to which Guarantor is a party will not: (i) violate any provision of any law, rule or regulation, any judgment, order, writ, decree or other instrument of any governmental authority, or any provision of any contract or other instrument to which Guarantor is a party or by which Guarantor or any of its properties or assets are bound; (ii) result in the creation or imposition of any lien, claim or encumbrance of any nature, other than the liens created by the Transaction Documents; and (iii) require any consent from, exemption of, or filing or registration with, any governmental authority or any other Person, other than any filings in connection with the liens created by the Transaction Documents.

3.3. Obligations of Guarantor. This Guaranty and each other Transaction Document to which Guarantor is a party are the legal, valid and binding obligations of Guarantor, enforceable against Guarantor in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by equitable principles which may affect the availability of specific performance and other equitable remedies. The purchase of the Debenture by Buyer and the assumption by Guarantor of its obligations hereunder and under any other Transaction Document to which Guarantor is a party will result in material benefits to Guarantor. This Guaranty was entered into by Guarantor for commercial purposes.

3.4. Litigation. There is no demand, claim, suit, action, litigation, investigation, audit, study, arbitration, administrative hearing, or any other proceeding of any nature whatsoever at law or in equity or by or before any governmental authority now pending or, to the knowledge of Guarantor, threatened, against or affecting Guarantor or any of its properties, assets or rights which, if adversely determined, would materially impair or affect: (i) the value of any collateral securing the Liabilities; (ii) Guarantor's right to carry on its business substantially as now conducted (and as now contemplated); (iii) Guarantor's financial condition; or (iv) Guarantor's capacity to consummate and perform its obligations under this Guaranty or any other Transaction Document to which Guarantor is a party.

3.5. No Defaults. Guarantor is not in default beyond the expiration of any applicable grace or cure periods, in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained herein or in any contract or other instrument to which Guarantor is a party or by which Guarantor or any of its properties or assets are bound.

3.6. No Untrue Statements. To the knowledge of Guarantor, no Transaction Document or other document, certificate or statement furnished to Buyer by or on behalf of Company or Guarantor contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. Guarantor acknowledges that all such statements, representations and warranties shall be deemed to have been relied upon by Buyer as an inducement to purchase the Debentures.

4. NO LIMITATION OF LIABILITY

4.1. Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Buyer may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness of this Guaranty: (i) change the manner, place or terms of payment of (including, without limitation, any increase or decrease in the principal amount of the Liabilities or the interest rate), and/or change or extend the time for payment of, or renew, supplement or modify, any of the Liabilities, any security therefor, or any of the Transaction Documents evidencing same, and the Guaranty herein made shall apply to the Liabilities and the Transaction Documents as so changed, extended, renewed, supplemented or modified; (ii) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order, any property securing the Liabilities; (iii) supplement, modify, amend or waive, or enter into or give any agreement, approval, waiver or consent with respect to, any of the Liabilities, or any part thereof, or any of the Transaction Documents, or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iv) exercise or refrain from exercising any rights against Company or other Persons (including Guarantor) or against any security for the Liabilities; (v) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Transaction Documents or the Liabilities, or any part thereof; (vi) accept partial payments on the Liabilities; (vii) receive and hold additional security or guaranties for the Liabilities, or any part thereof; (viii) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Buyer, in its sole and absolute discretion, may determine; (ix) add, release, settle, modify or discharge the obligation of any maker, endorser, guarantor, surety, obligor or any other Person who is in any way obligated for any of the Liabilities, or any part thereof; (x) settle or compromise any Liabilities, whether in a Proceeding or not, and whether voluntarily or involuntarily, dispose of any security therefor (with or without consideration and in whatever manner Buyer deems appropriate), and subordinate the payment of any of the Liabilities, whether or not due, to the payment of liabilities owing to creditors of Company other than Buyer and Guarantor; (xi) consent to the merger, change or any other restructuring or termination of the corporate existence of Company or any other Person, and correspondingly restructure the Liabilities, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Liabilities; (xii) apply any sums it receives, by whomever paid or however realized, to any of the Liabilities and/or (xiii) take any other action which might constitute a defense available to, or a discharge of, Company or any other Person (including Guarantor) in respect of the Liabilities.

4.2. The invalidity, irregularity or unenforceability of all or any part of the Liabilities or any Transaction Document, or the impairment or loss of any security therefor, whether caused by any action or inaction of Buyer, or otherwise, shall not affect, impair or be a defense to Guarantor's obligations under this Guaranty.

4.3. Upon the occurrence and during the continuance of any Event of Default, Buyer may enforce this Guaranty independently of any other remedy, guaranty or security Buyer at any time may have or hold in connection with the Liabilities, and it shall not be necessary for Buyer to marshal assets in favor of Company, any other guarantor of the Liabilities or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require Buyer to marshal assets in favor of Company or any other Person, or to proceed against Company or any other guarantor of the Liabilities or any collateral provided by any Person, and agrees that Buyer may proceed against any obligor (including Guarantor) and/or the collateral in such order as Buyer shall determine in its sole and absolute discretion. Buyer may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that Buyer and Company may deal with each other in connection with the Liabilities or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

4.4. Guarantor expressly waives, to the fullest extent permitted by applicable law, any and all defenses which Guarantor shall or may have as of the date hereof arising or asserted by reason of: (i) any disability or other defense of Company, or any other guarantor for the Liabilities, with respect to the Liabilities; (ii) the unenforceability or invalidity of any security for or guaranty of the Liabilities or the lack of perfection or continuing perfection or failure of priority of any security for the Liabilities; (iii) the cessation for any cause whatsoever of the liability of Company, or any other guarantor of the Liabilities (other than by reason of the full payment and performance of all Liabilities (other than contingent indemnification obligations)); (iv) any failure of Buyer to marshal assets in favor of Company or any other Person; (v) any failure of Buyer to give notice of sale or other disposition of collateral to Company or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of Buyer to comply with applicable laws in connection with the sale or other disposition of any collateral or other security for any Liabilities, including, without limitation, any failure of Buyer to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Liabilities; (vii) any act or omission of Buyer or others that directly or indirectly results in or aids the discharge or release of Company or any other guarantor of the Liabilities, or of any security or guaranty therefor by operation of law or otherwise; (viii) any law which provides that the obligation of a surety or guarantor must neither be larger in amount or in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Buyer to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Buyer, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Buyer for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Liabilities (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Buyer that is authorized by this Section or any other provision of any Transaction Document. Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Liabilities, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Liabilities.

4.5. This is a continuing guaranty and shall remain in full force and effect as to all of the Liabilities until such date as all amounts owing by Company to Buyer shall have been paid in full in cash and all obligations of Company with respect to any of the Liabilities shall have terminated or expired (other than contingent indemnification obligations) (such date is referred to herein as the "Termination Date").

5. LIMITATION ON SUBROGATION

Until the Termination Date, Guarantor waives any present or future right to which Guarantor is or may become entitled to be subrogated to Buyer's rights against Company or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of Buyer against Company or any security which Buyer now has or hereafter acquires, whether or not such claim, right or remedy arises under contract, in equity, by statute, under common law or otherwise. If, notwithstanding such waiver, any funds or property shall be paid or transferred to Guarantor on account of such subrogation, contribution, reimbursement, or indemnification at any time when all of the Liabilities have not been paid in full, Guarantor shall hold such funds or property in trust for Buyer and shall forthwith pay over to Buyer such funds and/or property to be applied by Buyer to the Liabilities.

6. COVENANTS

6.1. Financial Statements; Compliance Certificate. No later than ten (10) days after written request therefore from Buyer, Guarantor shall deliver to Buyer: (a) financial statements disclosing all of Guarantor's assets, liabilities, net worth, income and contingent liabilities, all in reasonable detail and in form acceptable to Buyer, signed by Guarantor, and certified by Guarantor to Buyer to be true, correct and complete in all material respects; (b) complete copies of federal tax returns, including all schedules, each of which shall be signed and certified by Guarantor to be true and complete copies of such returns; and (c) such other information respecting the Guarantor as Buyer may from time to time reasonably request.

6.2. Subordination of Other Debts. Guarantor hereby: (a) subordinates the obligations now or hereafter owed by Company to Guarantor ("Subordinated Debt") to any and all obligations of Company to Buyer now or hereafter existing while this Guaranty is in effect, and hereby agrees that Guarantor will not request or accept payment of or any security for any part of the Subordinated Debt, and any proceeds of the Subordinated Debt paid to Guarantor, through error or otherwise, shall immediately be forwarded to Buyer by Guarantor, properly endorsed to the order of Buyer, to apply to the Liabilities.

6.3. Security for Guaranty. All of Guarantor's obligations and liability evidenced by this Guaranty is also secured by all of the Collateral of the Guarantor pursuant to that certain Security Agreement by and between the Guarantor and Buyer made of even date herewith (the "Security Agreement"). All of the agreements, conditions, covenants, provisions, representations, warranties and stipulations contained in the Security Agreement or any other Transaction Documents to which Guarantor is a party which are to be kept and performed by the Guarantor are hereby made a part of this Guaranty to the same extent and with the same force and effect as if they were fully set forth herein, and the Guarantor covenants and agrees to keep and perform them, or cause them to be kept or performed, strictly in accordance with their terms.

7. EVENTS OF DEFAULT

Each of the Events of Default in the Purchase Agreement shall constitute an Event of Default hereunder.

8. REMEDIES.

8.1. Upon an Event of Default, as provided in the Purchase Agreement, all liabilities and obligations of Guarantor hereunder shall become immediately due and payable without demand or notice and, in addition to any other remedies provided by law or in equity, Buyer may:

8.1.1. Enforce the obligations of Guarantor under this Guaranty.

8.1.2. To the extent not prohibited by and in addition to any other remedy provided by law or equity, setoff against any of the Liabilities any sum owed by Buyer in any capacity to Guarantor whether due or not.

8.1.3. Perform any covenant or agreement of Guarantor in default hereunder (but without obligation to do so) and in that regard pay such money as may be required or as Buyer may reasonably deem expedient. Any costs, expenses or fees, including reasonable attorneys' fees and costs, incurred by Buyer in connection with the foregoing shall be included in the Liabilities guaranteed hereby, and shall be due and payable on demand, together with interest at the highest non-usurious rate permitted by applicable law, such interest to be calculated from the date of such advance to the date of repayment thereof. Any such action by Buyer shall not be deemed to be a waiver or release of Guarantor hereunder and shall be without prejudice to any other right or remedy of Buyer.

8.2. Settlement of any claim by Buyer against Company, whether in any Proceeding or not, and whether voluntary or involuntary, shall not reduce the amount due under the terms of this Guaranty, except to the extent of the amount actually paid by Company or any other obligated Person and legally retained by Buyer in connection with the settlement (unless otherwise provided for herein).

9. MISCELLANEOUS.

9.1. Disclosure of Financial Information. Buyer is hereby authorized to disclose any financial or other information about Guarantor to any governmental authority having jurisdiction over Buyer or to any present, future or prospective participant or successor in interest in the Debentures. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Guarantor.

9.2. Remedies Cumulative. The rights and remedies of Buyer, as provided herein and in any other Transaction Document, shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Buyer at law or in equity. The failure, at any one or more times, of Buyer to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Buyer shall have the right to take any action it deems appropriate without the necessity of resorting to any collateral securing this Guaranty.

9.3. Integration. This Guaranty and the other Transaction Documents constitute the sole agreement of the parties with respect to the transactions contemplated hereby and thereby and supersede all oral negotiations and prior writings with respect thereto.

9.4. Attorneys' Fees and Expenses. If Buyer retains the services of counsel by reason of a claim of an Event of Default hereunder or under any of the other Transaction Documents, or on account of any matter involving this Guaranty, or for examination of matters subject to Buyer's approval under the Transaction Documents, all costs of suit and all reasonable attorneys' fees and such other reasonable expenses so incurred by Buyer shall forthwith, on demand, become due and payable and shall be secured hereby.

9.5. No Implied Waiver. Buyer shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Buyer, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

9.6. Waiver. Except as otherwise provided herein or in any of the Transaction Documents, Guarantor waives notice of acceptance of this Guaranty and notice of the Liabilities and waives notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest or dishonor, and all other notices to which Guarantor might otherwise be entitled or which might be required by law to be given by Buyer. Guarantor waives the right to any stay of execution and the benefit of all exemption laws, to the extent permitted by law, and any other protection granted by law to guarantors, now or hereafter in effect with respect to any action or proceeding brought by Buyer against it. Guarantor irrevocably waives all claims of waiver, release, surrender, alteration or compromise and the right to assert against Buyer any defenses, set-offs, counterclaims, or claims that Guarantor may have at any time against Company or any other party liable to Buyer.

9.7. No Third Party Beneficiary. Except as otherwise provided herein, Guarantor and Buyer do not intend the benefits of this Guaranty to inure to any third party and no third party (including Company) shall have any status, right or entitlement under this Guaranty.

9.8. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Guaranty shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.9. Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Guaranty shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that this Guaranty cannot be assigned by Guarantor without the prior written consent of Buyer, and any such assignment or attempted assignment by Guarantor shall be void and of no effect with respect to the Buyer.

9.10. Modifications. This Guaranty may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.11. Sales or Participations. Buyer may from time to time sell or assign the Debentures, in whole or in part, or grant participations in the Debentures and/or the obligations evidenced thereby without the consent of Company or Guarantor (other than as provided in the Purchase Agreement), provided, however, Buyer shall provide written notice to Company and Guarantor of any such assignment or grant of participations. The holder of any such sale, assignment or participation, if the applicable agreement between Buyer and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Buyer (to the extent of such holder's interest or participation); and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Guarantor (to the extent of such holder's interest or participation), in each case as fully as though Guarantor was directly indebted to such holder. Buyer may in its discretion give notice to Guarantor of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Buyer's or such holder's rights hereunder.

9.12. MANDATORY FORUM SELECTION. ANY DISPUTE ARISING UNDER, RELATING TO, OR IN CONNECTION WITH THE AGREEMENT OR RELATED TO ANY MATTER WHICH IS THE SUBJECT OF OR INCIDENTAL TO THE AGREEMENT (WHETHER OR NOT SUCH CLAIM IS BASED UPON BREACH OF CONTRACT OR TORT) SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA. THIS PROVISION IS INTENDED TO BE A "MANDATORY" FORUM SELECTION CLAUSE AND GOVERNED BY AND INTERPRETED CONSISTENT WITH FLORIDA LAW.

9.13. Notices. Any notices, consents, waivers, or other communications required or permitted to be given under the terms of this Guaranty must be in writing and in each case properly addressed to the party to receive the same in accordance with the information below, and will be deemed to have been delivered: (i) if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the address below, then three (3) business days after deposit of same in a regularly maintained U.S. Mail receptacle; or (ii) if mailed by Federal Express, UPS or other nationally recognized overnight courier service, next business morning delivery, then one (1) business day after deposit of same in a regularly maintained receptacle of such overnight courier; or (iii) if hand delivered, then upon hand delivery thereof to the address indicated on or prior to 5:00 p.m., EST, on a Business Day. Any notice hand delivered after 5:00 p.m., EST, shall be deemed delivered on the following Business Day. Notwithstanding the foregoing, notice, consents, waivers or other communications referred to in this Guaranty may be sent by facsimile, e-mail, or other method of delivery, but shall be deemed to have been delivered only when the sending party has confirmed (by reply e-mail or some other form of written confirmation) that the notice has been received by the other party. The addresses and facsimile numbers for such communications shall be as set forth below, unless such address or information is changed by a notice conforming to the requirements hereof. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances:

If to the Guarantor:	400 South Australian Ave., 8th Floor West Palm Beach, FL 33401 Attention: Seamus Lagan E-Mail: slagan@rennovahealth.com
With a copy to: (which shall not constitute notice)	Shutts & Bowen LLP 200 South Biscayne Boulevard Suite 200 Miami, FL 33131 Attention: J. Thomas Cookson E-Mail: tcookson@shutts.com
If to the Buyer:	TCA Global Credit Master Fund, LP 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89196 Attn: Mr. Robert Press E-Mail: bpress@tcaglobalfund.com
With a copy to: (which shall not constitute notice)	Lucosky Brookman LLP 101 Wood Avenue South, 5th Floor Woodbridge, NJ 08830 Attn: Seth A. Brookman, Esq. E-Mail: sbrookman@lucbro.com

9.14. Governing Law. Except in the case of the Mandatory Forum Selection clause set forth in Section 9.12 hereof, this Guaranty shall be governed by and construed in accordance with the substantive laws of the State of Nevada without reference to conflict of laws principles.

9.15. Joint and Several Liability. The word "Guarantor" or "Guarantors" shall mean all of the undersigned persons, if more than one, and their liability shall be joint and several. The liability of Guarantor shall also be joint and several with the liability of any other guarantor under any other guaranty.

9.16. Continuing Enforcement. If, after receipt of any payment of all or any part of the Liabilities, Buyer is compelled or reasonably agrees, for settlement purposes, to surrender such payment to any person or entity for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Guaranty shall continue in full force and effect or be reinstated, as the case may be, and Guarantor shall be liable for, and shall indemnify, defend and hold harmless Buyer with respect to the full amount so surrendered. The provisions of this Section shall survive the termination of this Guaranty and shall remain effective notwithstanding the payment of the Liabilities, the cancellation, conversion or redemption of the Debentures, this Guaranty or any other Transaction Document, the release of any security interest, lien or encumbrance securing the Liabilities or any other action which Buyer may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the Liabilities having become final and irrevocable.

9.17. WAIVER OF JURY TRIAL. GUARANTOR AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR GUARANTOR ON OR WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, LENDER AND GUARANTOR WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS GUARANTY AND THAT LENDER WOULD NOT PURCHASE THE DEBENTURES IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS GUARANTY.

[signature page follows]

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has duly executed and delivered this Guaranty Agreement as of the day and year first above written.

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Rennova Health, Inc, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

Exhibit 10.141

INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT (the "**Agreement**") is dated March 20, 2017, by and between **SABBY MANAGEMENT, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("**Sabby Management"**), acting on behalf and for the benefit of **SABBY HEALTHCARE MASTER FUND, LTD**, **SABBY VOLATILITY WARRANT MASTER FUND LTD**, and **LINCOLN PARK CAPITAL FUND, LLC** (together the **"New Lenders"**) and **TCA GLOBAL CREDIT MASTER FUND, LP**, a limited partnership organized and existing under the laws of the Cayman Islands (**"TCA**" and together with Sabby Management, the "**Creditors**" and each a "**Creditor**").

RECITALS:

WHEREAS, TCA previously made loans to **MEDYTOX SOLUTIONS, INC.**, the "**Company**"), in the original principal amount of up to Six Million and No/100 United States Dollars ($6,000,000) (the "**TCA Loan**"), which TCA Loan is evidenced by, among other things, that certain Securities Purchase Agreement, dated May 31, 2015 (the "**TCA Credit Agreement**" together with all other documents executed by the Company and Guarantors (as defined herein) in connection with the TCA Credit Agreement, and all amendments, extensions, supplements and renewals thereof, are sometimes hereinafter collectively referred to as the "**TCA Loan Documents**"), and which TCA Loan and TCA Credit Agreement are secured by all assets and property of the Company now existing or hereafter acquired, as well as all assets of Health Technology Solutions, Inc., a corporation incorporated under the laws of the State of Florida, Medytox Institute of Laboratory Medicine, Inc., a corporation incorporated under the laws of the State of Florida, Medical Billing Choices Inc., a corporation incorporated under the laws of the State of North Carolina, Medytox Diagnostics, Inc., a corporation incorporated under the laws of the State of Florida, Medytox Medical Marketing & Sales, Inc., a corporation incorporated under the laws of the State of Florida, PB Laboratories, LLC, a limited liability company organized and existing under the laws of the State of Florida, Biohealth Medical Laboratory Inc., a corporation incorporated under the laws of the State of Florida, Alethea Laboratories, Inc., a corporation incorporated under the laws of the State of Texas, International Technologies, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, EPIC Reference Labs, Inc., a corporation incorporated under laws of the State of Florida, Clinlab, Inc., a corporation incorporated under the laws of the State of Florida, Medical Mime, Inc., a corporation incorporated under the laws of the State of Florida, Epinex Diagnostics Laboratories, Inc., a corporation incorporated under the laws of the State of California, Epinex Diagnostics Laboratories, Inc., a corporation incorporated under the laws of the State of Nevada, and Platinum Financial Solutions, LLC, a limited liability company organized and existing under the laws of the State of Florida (collectively, the "**Guarantors**", and together with the Company, the "**Credit Parties**") (together, all assets and property of the Credit Parties now existing or hereafter acquired, the "**TCA Collateral**"); and

WHEREAS, The New Lenders have agreed to make loans to the Company in the aggregate principal amount of up to Fifteen Million Seven Hundred Ninety-Four Thousand Five Hundred and No/100 Dollars ($15,794,500) (the "**Sabby Management Loan**"), which is evidenced by a Securities Purchase Agreement, dated as of March 15, 2017 (the "**Sabby Management Loan Agreement**"), which Sabby Management Loan and Sabby Management Loan Agreement are secured by all assets and property of the Credit Parties now existing or hereafter acquired (collectively, the "**Sabby Management Collateral**"), pursuant to those certain Security Agreement, dated as of March 20, 2017, each made by and between each Credit Party and the New Lenders (the "**Sabby Security Agreement**") (the Sabby Management Loan Agreement and the Sabby Security Agreement, together with all other documents executed by the Company in connection with the Sabby Management Loan Agreement, and all amendments, extensions, supplements, additional debentures, and renewals thereof, and/or any and all other documents or instruments evidencing any secured liability of the Credit Parties which exist as of the date hereof or which shall exist following the date hereof in favor of the New Lenders are sometimes hereinafter collectively referred to as the "**Sabby Management Loan Documents**") (the TCA Loan Documents and Sabby Management Loan Documents and/or any and all other documents or instruments evidencing any secured liability of the Credit Parties which exist as of the date hereof or which shall exist following the date hereof are sometimes hereinafter collectively referred to as the "**Creditor Loan Documents**" and the Sabby Management Collateral and the TCA Collateral are sometimes hereinafter collectively referred to as the "**Collateral**");

WHEREAS, pursuant to the Sabby Security Agreement, Sabby Management was appointed by the New Lenders to act as the collateral agent in connection with the Sabby Management Collateral, pursuant to which Sabby Management is authorized to take all necessary action to preserve the Sabby Management Collateral, including entering into this Agreement on behalf and for the benefit of the New Lenders; and

WHEREAS, the Creditors intend that the Sabby Management Loan and the TCA Loan shall be secured on a *pari passu* basis with respect to the Collateral; and

WHEREAS, the Creditors wish to memorialize their agreements concerning their respective rights, duties and obligations to one another with respect to the security interests granted under the Creditor Loan Documents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2. Ranking of Interests. Each Creditor agrees and acknowledges that all sums secured or owing to either Creditor under the Creditor Loan Documents shall be and are hereby declared by each Creditor to be held by the Creditors on a *pari passu* and pro-rata basis between the Creditors with respect to the relative security interests, in proportion to such Creditor's outstanding principal amount owing under the Creditor Loan Documents at any given time that a determination needs to be made, respectively and as applicable (such pro-rata share or pro-rata basis hereinafter referred to as the "**Pro-Rata Share**" or a "**Pro-Rata Basis**"). Notwithstanding anything to the contrary contained in any Creditor Loan Documents and irrespective of: (i) dates, times or order of when a Creditor made its loan to the Company under the Creditor Loan Documents; (ii) the time, order or method of attachment or perfection of the security interests created in favor of either Creditor; (iii) the time or order of filing or recording of financing statements or other documents filed or recorded to perfect security interests in any collateral; (iv) anything contained in any filing or agreement to which any Creditor now or hereafter may be a party; (v) the rules for determining perfection or priority under the Uniform Commercial Code or any other law governing the relative priorities of secured creditors; (vi) the time or order of obtaining control or possession of any Collateral; or (vii) or the failure to perfect or maintain the perfection or priority of any security interests, each Creditor hereby agrees and acknowledges that: (x) each of the Creditors has a valid security interest in the Collateral and (y) the security interests of each Creditor in any Collateral pursuant to any Creditor Loan Documents shall be *pari passu* with each other.

3. Payment Obligations. The Creditors and the Credit Parties agree that the payment obligations of the Company under the Credit Documents shall continue in accordance with the provisions of the Credit Documents, provided, however, that the Company's payment obligations to TCA in accordance with the TCA Loan Documents shall be amended to conform to the payment schedule (attached hereto as "Exhibit A"), agreed upon between the Company and TCA, and evidenced in that certain letter agreement, dated March 20, 2017, which is hereby acknowledged by Sabby Management.

4. Default.

(a) Cross Default; Notice of Default. The Creditors and the Credit Parties agree that a default by the Credit Parties not cured within any applicable cure period under any of the Creditor Loan Documents shall be a default under all of the Creditor Loan Documents. In that regard: (i) upon the occurrence of a default by the Credit Parties not cured within any applicable cure period under the Sabby Management Loan Documents, Sabby Management shall notify TCA in writing of the occurrence of any such default within two (2) business days after the occurrence thereof; and (ii) upon the occurrence of a default by the Credit Parties not cured within any applicable cure period under the TCA Loan Documents, TCA shall notify Sabby Management in writing of the occurrence of any such default within two (2) business days after the occurrence thereof.

(b) Enforcement of Rights. Upon the occurrence of any default by the Company under any of the Creditor Loan Documents, TCA, acting as Collateral Agent (as defined below), shall have, for a period of thirty (30) calendar days commencing with the receipt or delivery on written notice (as applicable) as provided in Section 4(a) hereof, the exclusive right (but not the obligation) to exercise and enforce all rights and remedies available to the Creditors as they relate to the Credit Parties, on behalf of and for the benefit of the Creditors, including, without limitation, the right to foreclose or enforce any remedies against any of the Collateral, and the right to exercise any and all rights, on behalf of the Creditors, in any insolvency, bankruptcy or other similar proceedings for the benefit of creditors involving the Credit Parties or the Collateral, all in accordance with the terms of this Agreement. Following the expiration of the above mentioned thirty (30) calendar day exclusively period, Sabby Management shall be permitted to exercise and enforce its rights and remedies provided in the Sabby Management Loan Documents, provided, however, that all the provisions of this Agreement shall remain in full force and effect and Sabby Management shall remain bound hereby.

(c) Post-Default Payment. Upon the occurrence and during the continuance of any default by the Company under any of the Creditor Loan Documents, payments shall be made to the Creditors on a Pro Rata Basis. Should any Credit Party make any payments to any Creditor not in compliance with this Agreement during the continuance of any such default, the other Creditors hereto shall be immediately notified and such payment shall be shared with all of the other Creditors on a Pro Rata Basis as determined at such time such payment is received and payment shall be sent to the address listed below in Section 14(a) within two (2) Business Days after the receipt thereof and shall then be applied to the Credit Parties' obligations under the respective Creditor Loan Documents.

5. Collateral Agent.

(a) Designation of Collateral Agent. Subject to Section 4(b) hereof, the Creditors hereby agree that TCA shall be and hereby is designated and appointed as the collateral agent hereunder with respect to the Credit Parties and the Collateral (the "**Collateral Agent**").

(b) Power and Authority of Collateral Agent. Each of the Creditors hereby agrees, acknowledges and grants to the Collateral Agent, the full power and authority (but not the obligation), on behalf of each Creditor, individually, and on behalf of all Creditors, as a group, to undertake any and all actions as the Collateral Agent may determine or elect to take in accordance with this Agreement, in pursuit and enforcement of any of the Creditor Rights. Such actions include, without limitation: (i) the right to hire counsel to represent the Collateral Agent, to provide advice and counsel to the Collateral Agent in connection with Collateral Agent's pursuit and enforcement of the Creditor Rights, and to file any actions, claims or proceedings that the Collateral Agent determines to pursue in accordance with this Agreement; (ii) the right to deliver to the Company notices of default, and/or declare all sums due and owing under all Creditor Loan Documents to be immediately due and payable; (iii) the right to proceed to protect, exercise and enforce, on behalf of all Creditors, the Creditor Rights against the Company or any other individual, partnership, limited liability company, limited liability partnership, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity ("**Persons**"), and such other rights and remedies as are provided by law or equity or otherwise available under the Creditor Loan Documents; (iv) the right to enforce, foreclose upon and immediately transfer the full right, title and interest in and to the common stock of the Credit Parties pursuant to any existing pledge agreements (and Sabby Management hereby irrevocably assigns any and all rights contained in any existing pledge agreements to the Collateral Agent as of the date hereof); (v) the right to file any and all claims or to otherwise make any required filings in any bankruptcy or insolvency proceedings or other proceedings for the protection of creditors, as agent for the Creditors; and (vi) all other actions that Collateral Agent may determine or elect to undertake in accordance with the terms of this Agreement.

(c) Actions Requiring Unanimous Approval. Notwithstanding anything contained in this Agreement to the contrary, the Collateral Agent shall not take any of the following actions, unless such actions have been unanimously approved by the Creditors in writing: (i) any waiver of any Creditor Rights; (ii) any compromise or settlement of any Creditor Rights; and (iii) termination of this Agreement; provided, however, upon repayment in full of all amounts owed to any Creditor pursuant to such Creditor's Loan Documents, the Collateral Agent shall not be required to obtain approval by such Creditor.

(d) Creditor Action. With respect to any matter that requires approval of the Creditors (or any matter which the Collateral Agent elects to submit to the Creditors for approval), any such requested action shall be submitted by the Collateral Agent to each Creditor in writing for review. Each Creditor shall provide its approval or disapproval of such matter by written notice to the Collateral Agent within five (5) business days from the date the Collateral Agent's written notice to the Creditor is deemed delivered hereunder. Any Creditor's failure to respond to the Collateral Agent within such five (5) business day period (or such shorter time period as may be required per the terms below) shall be deemed an approval of such matter by such Creditor, and the Collateral Agent shall have the full right and authority under this Agreement to rely on such deemed approval as if such Creditor specifically approved such matter. In the event timing in approving any matter submitted hereunder requires that a Creditor provide its approval or disapproval in a shorter period of time than such five (5) business day period, then when submitting such matter to the Creditors for approval, the Collateral Agent shall, in its written notice, expressly state the shorter period required and the reason or necessity for such shorter time period, and the five (5) business day approval period shall be automatically reduced to such shorter time period as is provided in the written notice requesting approval from the Collateral Agent.

6. Power of Attorney.

(a) Grant of Power. To effectuate the terms and provisions hereof, each Creditor, individually, and all Creditors, collectively, hereby appoint the Collateral Agent as each Creditor's attorney-in-fact (and the Collateral Agent hereby accepts such appointment) solely for the purpose of carrying out the provisions of this Agreement including, without limitation, taking any and all actions on behalf of the Creditors in accordance with the terms and provisions of this Agreement.

(b) Ratification. All acts done under the foregoing authorization are hereby ratified and approved by each Creditor, and Collateral Agent shall not be liable for any acts of commission or omission, for any error of judgment, or for any mistake of fact or law, except for acts of gross negligence or willful misconduct.

(c) Irrevocable Power. The powers of attorney granted pursuant to this Agreement, being coupled with an interest, are irrevocable unless and until this Agreement is terminated in accordance with Section 9 below.

(d) Further Assurances. Each Creditor hereby agrees to promptly provide all reasonable cooperation, and to execute any other documents or instruments reasonably required or requested by the Collateral Agent, to evidence the power and authority granted by each Creditor to the Collateral Agent hereunder.

7. Expenses of the Collateral Agent.

(a) Creditors Responsible for all Costs. The Creditors shall pay and be responsible for any and all costs and expenses incurred by the Collateral Agent in its pursuit of the Creditor Rights or otherwise incurred in connection with its duties under this Agreement, including, without limitation, all costs incurred in the pursuit or enforcement of the Creditor Rights, all expenses and fees of the attorneys, accountants and other experts the Collateral Agent may retain, if any, all of such costs and expenses to be borne by the Creditors on a Pro-Rata Basis and otherwise in accordance with the terms of this Agreement.

(b) Requirement for Funds. If at any time Collateral Agent determines that funds are needed to carry out the purposes of this Agreement, the Collateral Agent shall deliver a written notice to each Creditor advising them of the need for funds and setting forth the amount of funds required ("**Required Funds**"). Each Creditor shall have five (5) business days from the date of the request for the Required Funds is deemed delivered by the Collateral Agent to pay and deliver to the Collateral Agent, in accordance with Section 7(c) below, such Creditor's Pro- Rata Share of such Required Funds (provided, however, to the extent the Collateral Agent is also a Creditor hereunder, such Creditor, also being the Collateral Agent, shall not have an obligation to fund its Pro-Rata Share of such Required Funds in accordance with section 7(c), but rather only its obligation to be responsible for its Pro-Rata Share of such Required Funds).

(c) Method of Funding. Any requirement to fund sums of money under this Agreement shall be undertaken by each Creditor funding such required amount in lawful U.S dollars, by wire transfer to any account designated by the Collateral Agent from time to time.

(d) Failure to Deliver Required Additional Funds. To the extent any Creditor fails to deliver its Pro-Rata Share of Required Funds in accordance with Section 7(b) above, Collateral Agent may (but shall have no obligations to do so) advance any such sums at any time, and any such sums so advanced, together with interest thereon at the rate of fifteen percent (15%) per annum from the date of outlay until such sums are repaid in full, shall be due and owing to Collateral Agent and be repaid in accordance with Section 13 below.

8. Duties of the Collateral Agent; Standard of Care.

(a) Collateral Agent Duties. The Creditors hereby agree and acknowledge that the Collateral Agent's duties are those expressly set forth in this Agreement, and that the Collateral Agent is hereby authorized to perform those duties in accordance with the standards set forth in this Agreement. Except with respect to Collateral Agent's obligation to distribute any sums recovered hereunder, if any, in accordance with the terms of Section 13 below, Collateral Agent shall not be a trustee or fiduciary for any of the Creditors in administering or pursuing the Creditor Rights. All actions pursued hereunder by the Collateral Agent shall be so pursued by Collateral Agent, on behalf of the Creditors under this Agreement. Each of the Creditors hereby recognizes and agrees that by joining into this Agreement, all of its Creditor Rights are thereafter to be handled and administered by the Collateral Agent under the terms of this Agreement, and such Creditor shall have no remaining direct rights to pursue the Creditor Rights individually or separately, and only have derivative rights to pursue such Creditor Rights through the Collateral Agent and this Agreement. Each Creditor further acknowledges and agrees that Collateral Agent has made no representation or warranty of any nature or kind relating to any possible recovery of any sums or the likelihood of any success in pursuing or enforcing any of the Creditor Rights.

(b) Standard of Care. The Collateral Agent shall carry out the provisions of this Agreement and undertake any and all actions as the Collateral Agent may determine or elect to take in accordance with this Agreement, in pursuit and enforcement of the Creditor Rights, for the benefit of the Creditors, according to Collateral Agent's reasonable prudence and discretion and the exercise of its reasonable business judgment; provided, however, Collateral Agent shall not have any liability to any Creditor whatsoever with respect to any action taken or omitted by Collateral Agent, or any agents, representatives or counsel retained by Collateral Agent, under this Agreement, or in connection with Collateral Agent's pursuit and enforcement of the Creditor Rights, including, without limitation, for any error in judgment or mistake of fact or law, except for liability arising from the gross negligence or willful misconduct of the Collateral Agent. Collateral Agent does not assume, and shall not have, any responsibility or liability, express or implied, for the enforceability or collectability of any of the Creditor Loan Documents, or the likelihood or timing of realization or recovery of any of the Creditor Rights.

(c) Right to Use Third Parties. The Collateral Agent may exercise any of its rights, powers, and privileges under this Agreement and applicable law, or perform any of its duties under this Agreement, by or through its attorneys, advisors or agents.

(d) Liability of Collateral Agent. Collateral Agent shall not be liable for any action taken or omitted to be taken by it under or in connection with this Agreement, so long as in accordance with the standards set forth in this Agreement. Without limiting the generality of the foregoing, Collateral Agent: (i) may consult with legal counsel, independent public accountants and other experts selected by Collateral Agent and shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such counsel, accountants or experts; and (ii) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate, or other instrument or writing (which may be made by fax, e-mail or other electronic means) believed by Collateral Agent to be genuine and signed or sent by the proper Persons.

(e) Segregation of Funds. Any funds held by the Collateral Agent hereunder shall not be required to be segregated, except that Collateral Agent shall maintain detailed records of all receipts and disbursements associated with this Agreement or funds received hereunder. The Collateral Agent shall be under no liability for interest on any funds received by it hereunder.

(f) Collateral Agent Liability. In the event any action to be undertaken by Collateral Agent hereunder requires Collateral Agent to expend any monies or to incur any fee or cost beyond the amount of funds that Collateral Agent may then be holding on behalf of the Creditors hereunder, Collateral Agent shall be entitled to refrain from taking any such action until it first receives the Required Funds in accordance with this Agreement, and Collateral Agent shall not have any liability to any Creditor with respect to any failure to undertake any action by Collateral Agent, its employees, agents, representatives or counsel, in connection with any of the Creditor Rights, or the enforcement or failure to enforce same, to the extent such failure was as a result of Collateral Agent not having or receiving the funds from the Creditors required and requested by Collateral Agent as contemplated by this Agreement.

(g) Information; Knowledge. The Collateral Agent shall not be deemed to have knowledge of the occurrence of any default under any Creditor Loan Documents, unless the Collateral Agent has received written notice from a Creditor specifying such default and expressly stating that such notice is a "notice of default". In the event that the Collateral Agent receives such a notice, the Collateral Agent shall give reasonably prompt written notice thereof to the other Creditors and shall provide a copy of such notice to each Creditor. Collateral Agent may take such action (but shall be under no obligation whatsoever to do so), or refrain from taking such action with respect thereto, as it shall deem advisable, acting in good faith and in accordance with the Standards of this Agreement, in the best interests of the Creditors to prevent waste or other deterioration, diminution in value or other loss of the Collateral. Except as expressly required by the terms and conditions of this Agreement, the Collateral Agent shall have no duty or responsibility to provide any Creditor with any information concerning the affairs, financial condition or business of the Company which may come into the possession of the Collateral Agent.

(h) Satisfaction of TCA Obligations. Upon payment in full to TCA and satisfaction of the Obligations (as defined in the TCA Credit Agreement) under the TCA Loan Documents, Sabby Management will automatically become the Collateral Agent and TCA will transfer to Sabby Management any Collateral then held, including any pledged securities then held.

9. Termination.

(a) Unanimous Agreement. The Creditors may terminate this Agreement at any time upon unanimous written approval of all Creditors.

(b) Effect of Termination. Upon a termination of this Agreement in accordance with Section 9(a) above, the Collateral Agent shall distribute any funds then in Collateral Agent's possession that were collected by Collateral Agent in pursuit of the Creditor Rights, or otherwise received by Collateral Agent as Required Funds, to the Creditors pursuant to Section 13 below, and thereafter, this Agreement shall terminate and neither Creditor or Collateral Agent shall have any further obligation, each to the other, hereunder, except for any obligations or indemnities in this Agreement that specifically survive such termination.

(c) Negative Covenant. Sabby Management shall not, prior to (i) the termination of this Agreement and (ii) the full repayment and full satisfaction of all of the TCA Loan Documents, require any cash payment or repayment by any Credit Party to Sabby Management in connection with the Sabby Management Loan Documents or any other document except as provided for in this Agreement. Notwithstanding the foregoing, in no event will this Section 9(c) prohibit the Company from making regularly scheduled monthly repayments in shares of the Company's Common Stock pursuant to the terms of the Sabby Loan Documents.

10. Resignation. The Collateral Agent may resign and be discharged of its duties hereunder at any time by giving written notice of such resignation to all other Creditors, stating the date such resignation is to take effect. Within thirty (30) days of the giving of such notice of resignation, a successor collateral agent shall be appointed by the unanimous approval of the Creditors. The Collateral Agent shall continue to serve until the effective date of its resignation or until its successor accepts the appointment, but Collateral Agent shall not be obligated to take any action hereunder during such period.

11. Exculpation. The Collateral Agent shall not incur any liability whatsoever for taking any action, or for omitting to take any action, in accordance with the terms and provisions of this Agreement, for any mistake or error in judgment, for compliance with any applicable law or any attachment, order or other directive of any court or other authority (irrespective of any conflicting term or provision of this Agreement), unless occasioned by Collateral Agent's gross negligence or willful misconduct; and each party hereto hereby waives any and all claims and actions of any nature or kind whatsoever against the Collateral Agent arising out of or related, directly or indirectly, to any or all of the foregoing acts, omissions and circumstances. Each Creditor's agreements and covenants under this Section 11 shall survive termination of this Agreement.

12. Indemnification. Each of the Creditors (each to the extent of such Creditor's Pro- Rata Share), hereby agrees to indemnify, reimburse and hold the Collateral Agent forever harmless from and against any and all claims, liabilities, losses and expenses of any nature or kind that may be imposed upon, incurred by, or asserted against it, arising out of or related to, directly or indirectly, this Agreement or the Collateral Agent's duties and actions hereunder, except such as are occasioned by the Collateral Agent's gross negligence or willful misconduct. Each Creditor's indemnity obligations under this Section 12 shall survive termination of this Agreement.

13. Distribution of Proceeds of Collateral. All proceeds of any realization or recovery on any of the Creditor Rights received by the Collateral Agent shall be allocated and distributed by the Collateral Agent within a reasonable time after receipt thereof as follows, provided that the Collateral Agent shall have the right to withhold certain sums for establishment of due and adequate reserves for future costs and expenses, the amount of such reserves to be determined by the Collateral Agent using reasonable business judgment:

(a) First, to the extent outstanding, to the payment of all costs and expenses of the Collateral Agent or any attorneys, agents, experts, or other Persons retained by Collateral Agent hereunder, including, without limitation, any sums owing to the Collateral Agent under Section 7(d) above; and

(b) Second, to each Creditor, in accordance with such Creditor's Pro-Rata Share.

14. Miscellaneous.

(a) Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

If to Sabby Management:	Sabby Management, LLC 10 Mountainview Road, Suite 205 Upper Saddle River, NJ 07458 Attn: Robert Grundstein E-Mail: rgrundstein@sabbycapital.com
With a copy to: (which shall not constitute notice)	Ellenoff Grossman & Schole LLP 1345 Avenue of the Americas New York, NY 10105 Attention: Robert Charron E-Mail: rcharron@egsllp.com
If to TCA:	TCA Global Credit Master Fund, LP 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Attention: Robert Press, Director E-Mail: bpress@tcaglobalfund.com
With a copy to: (which shall not constitute notice)	Lucosky Brookman LLP 101 Wood Avenue South, 5th Floor Woodbridge, NJ 08830 Attn: Mr. Seth A. Brookman, Esq. E-Mail: sbrookman@lucbro.com
If to the Credit Parties:	400 South Australian Ave., 8th Floor West Palm Beach, FL 33401 Attention: Seamus Lagan E-Mail: slagan@rennovahealth.com
With a copy to: (which shall not constitute notice)	Shutts & Bowen LLP 200 South Biscayne Boulevard Suite 4100 Miami, FL 33131 Attention: J. Thomas Cookson E-Mail: tcookson@shutts.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing and shall be deemed delivered: (i) if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the address below, then three (3) business days after deposit of same in a regularly maintained U.S. Mail receptacle; or (ii) if mailed by Federal Express, UPS or other nationally recognized overnight courier service, next business morning delivery, then one (1) business day after deposit of same in a regularly maintained receptacle of such overnight courier; (iii) if hand delivered, then upon hand delivery thereof to the address indicated on or prior to 5:00 p.m., EST, on a business day, any notice hand delivered after 5:00 p.m., EST, being deemed delivered on the following business day; and (iv) if delivered by e-mail notification to the e-mail address of the applicable Person as shown on this Agreement, then on the date such e-mail is sent, so long as the sender does not receive either a system rejection notice that such e-mail was not properly sent or received, or a reply notice that the receiving party is not receiving e-mails at such time. Notwithstanding the foregoing, notice, consents, waivers or other communications referred to in this Agreement may be sent by any other method of delivery, but shall be deemed to have been delivered only when the sending party has confirmed that the notice has been received by the other party.

(b) Entire Agreement. This Agreement, and the documents delivered pursuant hereto, if any, set forth all the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as contained herein.

(c) Binding Effect. This Agreement shall be binding upon the parties hereto, their respective successors and permitted assigns.

(d) Amendment. The parties hereby irrevocably agree that no attempted amendment, modification, or change of this Agreement shall be valid and effective, unless all parties hereto shall unanimously agree in writing to such amendment, modification or change.

(e) No Waiver. No waiver of any provision of this Agreement shall be effective, unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(f) Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require.

(g) Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(h) Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

(i) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of laws. The parties further agree that any action between them shall be heard in Broward County, Florida and expressly consent to the jurisdiction and venue of the State and Federal Courts sitting in Broward County, Florida for the adjudication of any civil action asserted pursuant to this Agreement.

(j) Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

(k) Severability. If any one of the provisions contained in this Agreement, for any reason, shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in full force and effect and be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

(l) Third Party Beneficiaries. The New Lenders shall be third party beneficiaries to this Agreement. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in this Section 14(l).

(m) WAIVER OF JURY TRIAL. EACH CREDITOR AND COLLATERAL AGENT, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH ANY PARTIES HERETO ARE ADVERSE PARTIES.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective as of the Effective Date.

SABBY MANAGEMENT, LLC,
as Agent to Sabby Healthcare Master Fund, Ltd, Sabby Volatility Warrant Master Fund Ltd, and Lincoln Park Capital Fund, LLC

By: /s/ Robert Grundstein
Name: Robert Grundstein
Title: COO of Investement Manager

TCA GLOBAL CREDIT MASTER FUND, LP,
as Creditor and as Collateral Agent

By: **TCA Global Credit Fund GP, Ltd.**
Its: **General Partner**

By: /s/ Robert Press
Name: Robert Press
Title: Director

The Credit Parties acknowledge and agree to any terms and provisions of this Agreement applicable thereto:

RENNOVA HEALTH, INC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Rennova Health, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Solution, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

HEALTH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Health Technology Solutions, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDYTOX INSTITUTE OF LABORATORY MEDICINE, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Institute of Laboratory Medicine, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDICAL BILLING CHOICES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the President of Medical Billing Choices, Inc., a North Carolina corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDYTOX DIAGNOSTICS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Chief Executive Officer of Medytox Diagnostics, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDYTOX MEDICAL MARKETING & SALES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Medytox Medical Marketing & Sales, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

PB LABORATORIES, LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of PB Laboratories, LLC, a Florida limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

BIOHEALTH MEDICAL LABORATORY, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Biohealth Medical Laboratory, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

ALETHEA LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Alethea Laboratories, Inc., a Texas corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

INTERNATIONAL TECHNOLOGIES, LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of International Technologies, LLC, a New Jersey limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

EPIC REFERENCE LABS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of EPIC Reference Labs, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

CLINLAB, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the President of Clinlab, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

MEDICAL MIME, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Medical Mime, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

EPINEX DIAGNOSTICS LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Epinex Diagnostics Laboratories, Inc., a California corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

EPINEX DIAGNOSTICS LABORATORIES, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Seamus Lagan, the Secretary of Epinex Diagnostics Laboratories, Inc., a Nevada corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

PLATINUM FINANCIAL SOLUTIONS, LLC

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

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sebastien Sainsbury, the Manager of Platinum Financial Solutions, LLC., a Florida limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2017.

/s/ Kelly Marsden
Notary Public

My Commission Expires:

February 26, 2021

Exhibit 10.142

March 20, 2017

Seamus Lagan, CEO
Rennova Health, Inc.
400 South Australian Ave
Suite 800
West Palm Beach FL 33401

RE: Investment Banking Services

Dear Mr. Seamus Lagan:

This agreement by and between TCA Global Credit Master Fund, LP ("TCA") and Rennova Health, Inc. (hereinafter collectively known as the "Company") is dated March 20, 2017 and encompasses the following advisory services to be provided by TCA to the Company (the "Agreement").

1. Services Provided:

A range of services which may, or may not, include (1) identifying, evaluating and advising in relation to the Company's current structural (including business model), financial, operational, managerial, strategic, restructuring, workouts, reorganizations and other distressed situation advisory work (2) preparing and coordinating with the Company and others in the development of business plans and financial models, (3) identifying potential merger, acquisition, divestiture, consolidation or other combination ("M&A Transaction") opportunities and negotiating, structuring and advising in connection with potential M&A Transactions, (4) advising and assisting the Company in connection with the preparation of any registration statements, periodic or other SEC reports or proxies, and (5) coordinating with, and advising in connection with, the activities of outside professionals, including without limitation attorneys, accountants, market professionals, etc. (the "Services").

In order to enable TCA to provide the Services requested, the Company agrees to provide all information reasonably requested including historical and projected financials (for the Company and any subsidiaries) and any known litigation and pending liabilities. The Company also agrees to make available its management and legal counsel upon request.

2. Duties.

TCA shall perform the Services as reasonably requested by the Company from time to time, including but not limited to the Services described in Section 1 above. TCA shall devote its commercially reasonable efforts and attention to the performance of the Services for the Company on a timely basis and shall also make itself available to answer questions, provide advice and provide Services to the Company upon reasonable request and notice from the Company.

3. Limitation of Engagement to the Company.

The Company acknowledges that TCA has been retained only by the Company, that TCA is providing Services hereunder as an independent contractor (and not in any fiduciary or agency capacity) and that the Company's engagement of TCA is not deemed to be on behalf of, and is not intended to confer rights upon, any shareholder, owner or partner of the Company or any other person not a party hereto as against TCA or any of its affiliates, or any of its or their respective officers, directors, controlling persons (within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), employees or agents. Unless otherwise expressly agreed in writing by TCA, no one other than the Company is authorized to rely upon this Agreement or any other statements or conduct of TCA, and no one other than the Company is intended to be a beneficiary of this Agreement. The Company acknowledges that any recommendation or advice, written or oral, given by TCA to the Company in connection with TCA's engagement is intended solely for the benefit and use of the Company's management and directors and any such recommendation or advice is not on behalf of, and shall not confer any rights or remedies upon, any other person or be used or relied upon for any other purpose. TCA shall not have the authority to make any commitment binding on the Company.

4. Limitation of TCA's Liability to the Company.

TCA and the Company further agree that neither TCA nor any of its affiliates or any ofits or their respective officers, directors, controlling persons (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), employees or agents shall have any liability to the Company, its security holders or creditors, or any person asserting claims on behalf of or in the right of the Company (whether direct or indirect, in contract, tort, for an act of negligence or otherwise) for any losses, fees, damages, liabilities, costs, expenses or equitable relief arising out of or relating to this Agreement or the Services rendered hereunder, except for losses, fees, damages, liabilities, costs or expenses that arise out of or are based on any action of or failure to act by TCA and that are finally judicially determined to have resulted solely from the gross negligence or willful misconduct of TCA.

5. Changes to Services.

Any material changes to the Services to be rendered, including the schedule, deliverables, and related fees, must be approved in writing.

6. Notices.

All notices hereunder will be in writing and sent by certified mail, hand delivery, overnight delivery or email, if sent to 19950 W Country Club Drive, Suite 101, Aventura, FL 33180, or email address Dsilverman@tcaglobalfund.com, and Bpress@tcaglobalfund.com, Attention: Donna Silverman and Robert Press. Notices sent by certified mail shall be deemed received five days thereafter, notices sent by hand delivery or overnight delivery shall be deemed received on the date of the relevant written record of receipt, and notices delivered by fax shall be deemed received as of the date and time printed thereon by the fax machine.

7. Performance of Services.

TCA shall use its best efforts to perform the Services such that the results are satisfactory to the company.

8. Compensation:

In consideration for the Services provided by TCA to the Company as of this date, the Company shall compensate TCA in the amount of $150,000 in cash (the "Fee") which is considered non-cancellable and earned upon execution of this agreement. In no way does it relate to or guarantees introduction to entities or brokerage firms to assist in any of the Company's capital raising needs. Any agreements related to raising capital, shall be covered under a separate agreement if needed.

The Company hereby agrees that, notwithstanding anything which may be contained in this Agreement to the contrary, the Fee shall be due and owing in full in cash and without demand on that date which is the earlier of: (i) six (6) months following the date hereof or (ii) the immediately subsequent date when any registration statement which may have been previously filed or which may hereafter be filed by the Company becomes effective with the United States Securities and Exchange Commission.

This Agreement may be terminated at any time by the Company but the Company shall remain liable to pay the Fee.

9. Reimbursement of Expenses:

The Company shall promptly reimburse TCA for any reasonable costs and expenses incurred by TCA in connection with any Services specifically requested by the Company and actually performed by TCA pursuant to the terms of this Agreement. Each such expenditure or cost shall be reimbursed only if: (i) with respect to costs in excess of $250.00, individually, TCA receives prior approval from the Company's CEO or CFO or other executive for such expenditure or cost, and (ii) with respect to costs less than $250, individually, provided TCA furnishes to the Company adequate records and other documents reasonably acceptable to the Company evidencing such expenditure or cost.

10. General Restrictions on Use.

TCA agrees to hold all Proprietary Information in confidence and not to, directly or indirectly, disclose, use, copy, publish, summarize, or remove from the Company's premises any Proprietary Information (or remove from the premises any other property of the Company), except (i) during the consulting relationship to the extent authorized and necessary to carry out TCA's responsibilities under this Agreement, and (ii) after termination of the consulting relationship, only as specifically authorized in writing by the Company. Notwithstanding the foregoing, such restrictions shall not apply to: (x) information which TCA can show was rightfully in TCA's possession at the time of disclosure by the Company; (y) information which TCA can show was received from a third party who lawfully developed the information independently of the Company or obtained such information from the Company under conditions which did not require that it be held in confidence; or (z) information which, at the time of disclosure, is generally available to the public.

11. Ownership of Work Product.

All Work Product shall be considered work(s) made by TCA for hire for the Company and shall belong exclusively to the Company and its designees. If by operation of law, any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the Company automatically upon creation thereof, then TCA agrees to assign, and hereby assigns, to the Company and its designees the ownership of such Work Product, including all related intellectual property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of TCA's work or delivered by TCA in the course of performing that work.

12. Return of Proprietary Information

Upon termination of this Agreement, TCA shall upon request by the Company promptly deliver to the Company (at the Company’s sole cost and expense) all: drawings, blueprints, manuals, specification documents, documentation, source or object codes, tape discs and any other storage media, letters, notes, notebooks, reports, flowcharts, and all other materials in its possession or under its control relating to the Proprietary Information and/or Services, as well as all other property belonging to the Company which is then in TCA's possession or under its control. Notwithstanding the foregoing, TCA shall retain ownership of all works owned by TCA prior to commencing work for the Company hereunder, subject to the Company's nonexclusive, perpetual, paid up right and license to use such works in connection with its use of the Services and any Work Product.

13. Governing Law

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Should the terms and conditions contained herein be acceptable, please execute the agreement below.

Sincerely,

TCA GLOBAL CREDIT MASTER FUND, LP

By: /s/ Robert Press
Name: Robert Press
Title: Director

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: CEO