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**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): August 25, 2014**

**ACCELERA INNOVATIONS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**000-53392**  
(Commission  
File No.)

**26-2517763**  
(IRS Employer  
Identification No.)

**20511 Abbey Dr.**  
**Frankfort, IL**  
(Address of principal executive offices)

**60423**  
(Zip Code)

**(866) 866-0758**  
Registrant's telephone number, including area code

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

On August 25, 2014, Accelera Innovations, Inc. (the “Company”) entered into a Stock Purchase Agreement (the “Stock Purchase Agreement”) with SCI Home Health, Inc. (d/b/a Advance Lifecare Home Health) (“SCI”), Ethel dela Cruz, Virgilia Avila, Ma Lourdes Reyes Celicious, Cristina Soriano, Michelle Cartas and Jimmy Lacaba (collectively, the “Sellers”), pursuant to which the Company agreed to purchase, and the Sellers agreed to sell, all their SCI shares, collectively representing all of the outstanding shares of common stock of SCI, for an aggregate purchase price of \$450,000 (the “Stock Purchase”).

Pursuant to the terms of the Stock Purchase Agreement, the purchase price was to be paid as follows: (i) \$20,000 via wire transfer concurrently with execution of the Stock Purchase Agreement, and (ii) \$430,000 via wire transfer upon approval of the required license transfer by the Illinois Department of Public Health. Pursuant to the Stock Purchase Agreement, revenues generated by SCI, but received by the Company, after the closing of the Stock Purchase will belong to SCI, and SCI agreed to reimburse the Company for expenses generated by SCI after the closing of the Stock Purchase. The Stock Purchase Agreement contains customary representations and warranties and is subject to certain events of default.

On October 1, 2014, AOK Property Investments LLC (“AOK”), a third party lender, agreed to lend to the Company and its subsidiary, Advanced Life Management LLC (“ALM”), an aggregate of \$500,000. In consideration of AOK’s delivery of an aggregate of \$500,000 to the Company and ALM, the Company and ALM executed and delivered a promissory note (the “Note”) in favor of AOK in the aggregate principal amount of \$500,000. The Note is due on January 15, 2015 and bears interest in the amount of 500,000 shares of the Company’s common stock, which interest is due and payable on or before January 15, 2015. If the Company and ALM fail to pay any portion of principal or interest when due, interest will continue to accrue and be payable to AOK at the rate of 1,667 shares of Company common stock per day until all principal and accrued interest is fully paid. There is no prepayment penalty; *provided, however*, that the interest is due in full at the time of any prepayment.

If an event of default under the Note occurs, AOK may accelerate the Note’s maturity date so that the unpaid principal amount, together with accrued interest, is immediately due in its entirety. Pursuant to the terms of the Note, an event of default occurs if (i) the Company or ALM fails to make any payment required by the Note when due, (ii) the Company or ALM voluntarily dissolves or ceases to exist, or any final and nonappealable order or judgment is entered against the Company or ALM ordering its dissolution, (iii) the Company or ALM fails to pay, becomes insolvent or unable to pay, or admits in writing an inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors; or (iv) a proceeding with respect to the Company or ALM is commenced for the benefit of creditors, including but not limited to any bankruptcy or insolvency law.

A portion of the proceeds of the loan from AOK was used by the Company to fund the Stock Purchase, which closed on October 7, 2014. The Company intends to operate the newly acquired business through ALM.

The foregoing description of the terms of the Securities Purchase Agreement and the Note does not purport to be complete and is qualified in its entirety by reference to the Securities Purchase Agreement and the Note, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K.

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**Item 2.01. Completion of Acquisition or Disposition of Assets.**

The information called for by this Item 2.01 is contained in Item 1.01 hereof and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information called for by this Item 2.03 is contained in Item 1.01 hereof and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired.

The Company intends to file the financial statements required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The Company intends to file the pro forma financial information required by Item 9.01(b) as an amendment to this Current Report on Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Stock Purchase Agreement dated as of August 25, 2014, by and among Accelera Innovations, Inc., SCI Home Health, Inc. (d/b/a Advance Lifecare Home Health), Ethel dela Cruz, Virgilia Avila, Ma Lourdes Reyes Celicious, Cristina Soriano, Michelle Cartas and Jimmy Lacaba.
10.2	Promissory Note dated October 1, 2014 made by Advanced Life Management LLC and Accelera Innovations, Inc. in favor of AOK Property Investments LLC.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ACCELERA INNOVATIONS, INC.

Date: October 14, 2014

By: /s/ John F. Wallin

John F. Wallin

President and Chief Executive Officer

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## STOCK PURCHASE AGREEMENT

This Agreement, including all Exhibits attached hereto and incorporated herein ("Agreement") is entered into on this August 25, 2014 by and between (1) SCI HOME HEALTH, Inc., an Illinois Corporation, in good standing, with its principal office located at 3590 Hobson Road, Woodridge, IL 60517, and (2) Accelera Innovations Inc, an Illinois Corporation with its principal office located at 20511 Abbey Drive., Frankfort, Ill. 60423.

### WITNESSETH

**WHEREAS**, SCI Home Health, Inc., d/b/a Advance Lifecare Home Health ("SCI") is engaged in the business of providing home health care services for mental health, seniors, children, skilled nursing, therapists, wellness education, physical assistance, and special care situations; and

**WHEREAS**, Purchaser is an Illinois company in good standing; and

**WHEREAS**, Purchaser is engaged in the business of owning and operating Out-Patient Health Care Companies; and

**WHEREAS**, SCI Shareholders wish to sell and Purchaser wishes to buy all of the issued and outstanding common shares of SCI.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Sale of Shares of Stock**

All record shareholders of SCI agree to sell all their shares in SCI and Purchaser agrees to purchase all such Shares upon the terms and conditions hereinafter set forth.

Current Shareholders of SCI, and current addresses are listed below:

20% Ethel dela Cruz, 2915 29111 Street, Zion, IL 60099-3011  
20% Virgilia Avila, 2201 Edgewood Road, Waukegan, IL 60087-1440  
20% Ma Lourdes Reyes Celicious, 1448 Greystone Drive, Gurnee, IL 60031  
20% Cristina Soriano, 4911 Thistle Lane, Lake in the Hills, IL 60156-6807 8% Michelle Cartas, 4225 Tiger Lily Lane, #404, Gurnee, IL 60031-9641  
12% Jimmy Lacaba, 2382 Sunshine Lane, Aurora, IL 60503-6753

#### **2. Consideration and Deposits.**

Consideration to the record shareholders shall consist of a basic payment of \$450,000.00 to Shareholders or assignee, with payments made as follows:

A. Concurrently with the execution of this Agreement, Purchaser will deposit by wire transfer to a bank account selected by Sellers a good faith deposit of Twenty Thousand Dollars (\$20,000) and,

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- B. Purchaser shall deposit by wire transfer to a bank account selected by Sellers a sum equal to the Four Hundred Thirty Thousand (\$430,000) upon approval of the license transfer (Change of Ownership) by the Illinois Department of Public Health.

### **3. Deposits upon Breach.**

If, following execution of this Purchase Agreement, Purchaser elects not to complete the transaction, the deposit made by Purchaser in compliance with Article 2A above will be retained by SCI and the deposit shall be deemed as compensation to SCI for costs incurred in the production of due diligence documents, the negotiation of this Purchase Agreement and associated fees and costs.

### **4. Post-Closing Revenues**

#### **Funds Belonging To Seller / Post Closing**

Revenues generated by SCI but received by Accelera Innovations Inc after the final closing shall belong to SCI. This would include (i) final claims submitted before Closing but not received until after the transfer of ownership; (ii) the initial amount of the RAPs (Requested Anticipated Payments) billed for patients before Closing but not received until after Closing; (iii) refunds from any IRS, IDR or IDES payments that belong to SCI; (iv) security deposits or SCI rent payments refunded by SCI's landlord but not received until after Closing; and (v) all other refunds for SCI but not received until after Closing.

Funds received shall be remitted immediately upon receipt via wire transfer to Leopoldo Celicious Jr., POA, c/o Fifth Third Bank, Account Number 7239328540 and detailed information of the fund to be sent to his home @ 1448 Greystone Drive, Gurnee, IL 60031.

#### **Expenses Belonging to Seller / Post Closing**

Expenses generated by SCI but not billed to SCI after Closing will include, but not be limited to, the following:

- (i) Subcontracted services such as PT, OT and ST;
- (ii) Utility Bills shall be prorated by days of use when received;

Bills intended for SCI received by Accelera Innovations, Inc should be sent for payment to Leopoldo Celicious, Jr., POA, 1448 Greystone Drive, Gurnee, IL 60031

Purchaser has, before the execution of this agreement, referred patients to SCI for home health services. Purchaser has incurred marketing expenses and other costs related to the referral of patients to SCI. SCI has agreed to reimburse those expenses from post-closing revenues. The amount will be agreed shortly before closing.

### **5. Closings.**

- A. The Initial Closing date shall be on or around **August 29, 2014**, and the execution of the Stock Purchase Agreement and related documents shall occur electronically; and
  - B. The Final Closing date is tentatively set for **October 7, 2014**, and the Final Closing shall occur at SCI, 3550 Hobson Road, Woodridge, Illinois; and
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C. Deliveries at Initial Closing:

1. Joint Deliveries:

- i) Employment agreements between Purchaser, and Desired Employees, if any such agreements have been signed;

2. By Seller:

- i) Copies of executed employment agreements between (a) Purchaser and (b) Desired Employee's in the forms attached as **Exhibit "A"**; and
- ii) Copy of Asset List attached hereto as **Exhibit "B"**; and
- iii) Documentation that SCI is an Illinois Corporation in good standing; and
- iv) Copies of the SCI's Articles of Incorporation, as amended if amended, and By-Laws, as amended if amended; and
- v) Executed resolutions of the SCI's Board of Directors approving of this transaction; and
- vi) Standard Stock Assignments to complete the transfer of shares from SCI's shareholders to Purchaser;

3. By Purchaser:

- i) Documentation that Purchaser is in good standing as an Illinois limited liability company; and
- ii) Copies of the Purchaser's Articles of Organization, as amended if amended; and
- iii) Executed resolution of Purchaser's LLC Interest Holders and Directors approving this transaction;

D. Deliveries at Final Closing:

I. By SCI and SCI's shareholders:

- i) Documentation that SCI is in good standing as an Illinois Corporation; and
  - ii) Copies of SCI's Articles of Incorporation, as amended if amended, and By Laws, as amended if amended; and
  - iii) Executed resolutions of SCI's Board of Directors approving of this transaction; and
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- iv) Assignments and Stock Certificates representing all of the issued and outstanding shares of SCI;
- v) All SCI's business records (while maintaining copies of same as may be needed for tax or other legal matters); and
- vi) Possession of real and personal property owned by SCI; and
- vii) State UCC searches showing no encumbrances on SCI's assets.

2. By Purchaser:

- i) Wire transfer of Four Hundred Thirty Thousand and no/100 Dollars (\$430,000) on or before closing, projected to be October 7, 2014, to an account to be identified by SCI; and
- ii) Documentation that Purchaser is in good standing as an Illinois limited liability company; and
- iii) Copies of the Purchaser's Articles of Organization, as amended if amended; and
- iv) Executed resolution of Purchaser's Interest Holders and Directors approving of this transaction;

**7. Operation of Subject Corporations Businesses.**

SCI's shareholders agree to operate its business in the same manner as it has been operated heretofore, and will diligently promote the growth of such businesses in an efficient and productive manner. SCI agrees not to sell any of its assets except as is normal in the ordinary course of its day-to-day business operations, nor borrow monies, nor incur encumbrances except as may be reasonably required to facilitate the operation and growth of such businesses.

**8. Default by Purchaser.**

The following events shall also be deemed to be a default by the Purchaser:

- A. Failure of Purchaser to make any deposit as described in Article 2 above by its due date;
  - B. Failure of Purchaser to perform any other Purchaser obligation under the terms of this Agreement, unless such failure is cured within twenty (20) calendar days of SCI (Advance Lifecare) sending Purchaser Notice of such failure;
  - C. Purchaser filing a petition in bankruptcy to be adjudicated as a voluntary bankrupt; or filing a similar petition under any insolvency act; or making an assignment for the benefit of its creditors; or consent to the appointment of a receiver of itself or of the whole or of any substantial part of its property; or file a petition or answer seeking reorganization or arrangement of itself under any Federal bankruptcy laws or any other applicable federal or state statute;
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- D. Entry of a court order adjudicating Purchaser as a bankrupt or appointing a receiver or trustee of Purchaser or of any substantial portion of Purchaser's assets, or approving reorganization or arrangement of Purchaser under any Federal or state law, which order is not vacated within ninety (90) days of its entry;
- E. Purchaser admission in writing of its inability to pay its debts generally as they become due;
- F. If any material representation made by Purchaser in writing is found to be false or incorrect in any material way or materially misleading at the time it was made

**9. Default by SCI (Advance Lifecare).**

The following events shall be deemed to be a default by SCI:

- A. If SCI files a petition in bankruptcy to be adjudicated as a voluntary bankrupt; or filing a similar petition under any insolvency act; or making an assignment for the benefit of its creditors; or consent to the appointment of a receiver of itself or of the whole or of any substantial part of its property; or file a petition or answer seeking reorganization or arrangement of itself under any Federal bankruptcy laws or any other applicable federal or state statute;
- B. Entry of a court order adjudicating SCI as a bankrupt or appointing a receiver or trustee of any of them or of any substantial portion of any of their assets, or approving reorganization or arrangement of Purchaser under any Federal or state law, which order is not vacated within ninety (90) days of its entry;
- C. If any material representation made by SCI in writing is found to be false or incorrect in any material way or materially misleading at the time it was made;
- D. Encumbering or transferring any material portion of its property in such a way that it would materially negatively impact the value of its assets; and
- E. SCI's failure to perform any other obligation of Corporation pursuant to the terms of this Agreement, unless such failure is cured within twenty (20) calendar days of Purchaser sending SCI Notice of such failure.

**10. Cure Periods.**

Unless otherwise specifically provided otherwise in this Agreement, the cure period for the failure to perform any obligation of a party pursuant to the terms of this Agreement shall be thirty (30) calendar days after sending Notice of such failure to the failing party.

**11. Expenses.**

Each party shall bear its own costs of accounting and legal services in connection with this Agreement.

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**12A. SCI Hold Harmless.**

SCI does hereby indemnify and reimburse Purchaser for and shall hold and save Purchaser harmless from and against all liabilities, debts, taxes, costs, claims, expenses, actions or causes of action, losses, damages of any kind whatsoever (including costs of litigation, investigation, and reasonable attorney's fees, but not including standard accounts receivable and accounts payable amounts) now existing or that may hereafter arise from or grow out of Seller's operation and/or ownership of Seller's Company prior to the Final Closing Date, either directly or indirectly, other than for ordinary business expenses incurred in the operation of the Subject Corporation.

**12B. Purchaser Hold Harmless.**

Purchaser does hereby indemnify and reimburse Seller for and shall hold and save Seller harmless from and against all liabilities, debts, taxes, costs, claims, expenses, actions or causes of action, losses, damages of any kind whatsoever (including costs of litigation, investigation, and reasonable attorney's fees, but not including standard accounts receivable and accounts payable amounts) that may hereafter arise from or grow out of Purchaser's operation and ownership of Purchaser's business after the Final Closing, either directly or indirectly.

**13. Representations and Warranties.****A. SCI represents and warrants that:**

- (i) SCI is in good standing as an Illinois Corporation;
- (ii) SCI has and will maintain during the term of this Agreement all the required permits and licenses required to conduct the businesses in which it is engaged;
- (iii) SCI owns the tangible assets which are used in the conduct of their businesses, except as specifically otherwise stated in writing to Purchaser;
- (iv) Copies of all financial statements and records for the SCI requested by Purchaser have been provided to Purchaser, and all such documents provided are true and correct copies of the originals of such documents;
- (v) SCI has not since April 29, 2014 and will not during the term of this Agreement revise their methods of doing business, accounting, or financial reporting;
- (vi) SCI will comply with all governmental requirements during the term of this Agreement; and
- (vii) SCI's shareholders are legally authorized to and have full authority to execute this Agreement and bind the SCI to the terms of this Agreement.

**B. Purchaser represents and warrants that:**

- (i) Purchaser is in good standing as an Illinois company;
  - (ii) Purchaser has and will maintain during the term of this Agreement all the required permits and licenses required to conduct the businesses in which it is engaged;
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- (iii) Purchaser will comply with all governmental requirements during the term of this Agreement; and
- (iv) Purchaser and the persons executing this Agreement are legally authorized to and have full authority pursuant to properly authorized corporate resolutions to execute this Agreement and bind the Purchaser to the terms of this Agreement.

**14. Real Estate.**

- A. Corporation is leasing the business property at 3590 Hobson Road, Woodridge, 11. 60517 (“Business Address”) at a rate of \$1,815 per month, with approximately one (1) month remaining on the lease; and
- B. The Business Address shall remain the principal business location of the Subject Corporation during the term of the Employment Contracts referenced below.

**15. Employment Contracts.**

Purchaser will, if it so chooses, execute employment contracts with desired employees, as described in Exhibit “A” attached hereto.

**16. Assets of the Subject Corporation**

Attached hereto as Exhibit “B” is a list of SCI’s current assets, including information, where applicable, regarding any leases or encumbrances which may relate to any such assets; SCI’s shareholders warrant that assets will not be sold, encumbered, or acquired by SCI except in the normal and customary conduct of the businesses of the Subject Corporation during the term of this Agreement.

**17. Confidentiality.**

The parties agree that the terms and conditions of this Agreement and its exhibits are confidential between the parties and may not be disclosed to any third persons without the written consent of both parties except to the extent necessary to perform the obligations of this Agreement or as required by law or as already known in the public domain.

**18. Litigation.**

Seller’s represent that there is no litigation or proceedings pending to their knowledge against or relating to the Subject Corporation other than as has been disclosed to Accelera Innovations Inc in writing; nor does Seller know nor have reasonable grounds to know of any basis of any additional action or governmental investigation relative to the Subject Corporation, or its properties or businesses.

**19. Notices.**

Any notice or demand required or desired to be given under this Agreement shall be in writing and shall be personally served or in lieu of personal service may be given at the addresses and/or fax numbers set forth herein or otherwise known to the parties. Any party may change its address or fax number by giving notice in accordance with the provisions of this section.

Such notice shall be deemed as received on the third business day after mailing by certified mail; or on the day after being sent next day delivery by a recognized overnight delivery service; or on the day sent by facsimile transmission provided that the sender can show proof of such transmission and provided that an original of such notice is mailed by first class or certified mail, proper postage prepaid, within two business days of such facsimile transmission.

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Notices may be sent as follows or as otherwise directed by either party:

SCI HOME HEALTH  
Attn: Mark D. Olson, Esq.  
#2550 - 161 North Clark St.  
Chicago, IL 60601

Phone: 312-202-3275  
Fax: 312-202-3201

Accelera Innovations Inc  
Attn: Daniel Freeman  
20511 Abbey Drive  
Frankfort IL 6042

Phone: 866/866-0758  
Fax: 708/478-5457

## **20. Miscellaneous.**

**A. Entire Agreement/Venue.** This Agreement, together with its Exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties and supersedes and takes precedence over any prior agreement(s) between the parties, whether written or oral. This Agreement may be modified or altered only by the prior written consent of all parties or their legal representatives. The failure of any party to enforce any provision of this Agreement shall not be construed as a modification or waiver of any of the terms of this Agreement, nor prevent that party from enforcing each and every term of this Agreement at a later time. This Agreement shall be construed according to the laws of the State of Illinois and any litigation relating to this Agreement shall be commenced in Will County, Illinois.

**B. Survival.** All the agreements, representations, warranties, indemnifications and undertakings herein contained shall survive the Initial Closing of this transaction shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors, and assigns, as though they were in all cases named.

**C. Prevailing Party Recovers Costs.** In the event of litigation between the parties relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for the prevailing party's costs of enforcing this Agreement through an appeals process, including reasonable attorneys' fees and expenses.

**D. Severability/Blue Pencil.** In the event that any of the provisions or portions of this Agreement are held to unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and thereby held to be enforceable and valid and the balance of the Agreement shall be construed to invalidated section may be rewritten by a court of law to achieve the intent of the invalidated portion as nearly as is legally possible.

**E. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute this Agreement. Multiple copies of this Agreement may be separately executed by the parties and shall together constitute one Agreement.

**F. Broker.** The Parties acknowledge that George Mabulay (Broker) has acted as a broker in this transaction and is entitled to a commission in accord with his agreement with SCI.

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The parties do not intend to confer any benefit hereunder on any person or party other than the parties hereto and their successors as described herein.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year first above written,

**Sellers (Shareholders):**

**Ethel dela Cruz**

**Virgilia Avila**

**Ma Lourdes Reyes Celicious Cristina Soriano**

**Michelle Cartas**

**Jimmy Lacaba**

**Purchaser:**

**Accelera Innovations Inc**

By: /s/ Cindy Boerum

Cindy Boerum CSO/President

By: /s/ Leopoldo Celicious, Jr.

Leopoldo Celicious, Jr.

Lawfully Appointed Power of Attorney For the 6 named Shareholders

Final Closing date October 7, 2014

By: /s/ Leopoldo Celicious, Jr.

Leopoldo Celicious, Jr (Seller) SCI (Advance Lifecare Home Health)

By: /s/ Cindy Boerum

Cindy Boerum CSO/President (Purchaser) Accelera Innovations Inc

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[EXHIBIT A INTENTIONALLY OMITTED]

**EXHIBIT B**

LIST OF ACCOUNTS RECEIVABLE BELONGING TO ADVANCE LIFECARE HOME HEALTH

1. Illinois Dept.of Employment Securities	- Over-payment refund	\$ 1,775.83
2. Illinois Dept.of Revenue	- Over payment refund	\$ 3,299.34
3. United States Treasury	- Abatement of penalty	\$ 20,000.00
4. Palmetto	- RAP	\$ 1,932.72
5. Palmetto	- Final Claim	\$ 4,537.51
6. Palmetto	- RAP	\$ 21,469.82
7. Advanced Life Management	- Security Deposit (rent)	\$ 1,851.30
8. Advanced Life Management	- VisiTrak Oct-Dec 2014	\$ 597.00

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Accounts Payable (ESTIMATE) for services up to September 30, 2014

**ADVANCE LIFECARE HOME HEALTH**

**ACCOUNT**

DATE	REFERENCE	TYPE	MEMO	ACCOUNT	Column 1	Column 2	Column 3
				ABILITY WORKS REHAB	\$850.0		
				HOMELINE MEDICAL INC	\$230.00		
				BONES AND ASSOCIATES	\$110.00		Column 1
				ESOLUTIONS	\$215.00		Column 2
				KONICA	\$250.00		
				MIDWEST INSURANCE	\$210.50		
				OPTIMAL CHOICETHERAPY	\$270.00		
				OT SERV OF IL	\$2,500.00		
				PITNEY BOWERS	\$110.00		
				PIVOTAL HEALTHCARE	\$350.00		
				REHAB MAXX	\$350.00		
				SAVE RITE MEDICAL	\$98.00		
				<b>Ending balance</b>	<b>\$5,543.50</b>	<b>\$0.00</b>	<b>\$0.00</b>

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OFFICE FURNITURE / EQUIPMENT'S

ITEM		BRAND	QTY	
CONFERENCE	TABLE		1	
	CHAIRS		8	
COMPUTER	TABLE		7	
	CHAIRS		4	
	CPU/MONITOR (SET)		6	
STAMP MACHINE		PITNEY BOWES	1	
VIDEO SECURITY SYSTEM WITH MONITOR AND DVR		SAMSUNG	4	CAMERAS
			2	DOME
STEEL CABINET	WITH LOCK		2	
	WITHOUT LOCK		4	
STEEL DIVIDER	8FT		2	
	4FT		1	
DOCUMENT SHREDDER			1	
COFFEE MAKER		KEUREG	1	
WATER DISPENSER		WHIRLPOOL	1	
COPIER MACHINE		KONICA	1	
ART WORK FRAMES			5	
OFFICE WALL CLOCK			2	
PRINTER		HP	1	
		BROTHER	1	
OFFICE TELEPHONE		RCA	6	
WHITE BOARD			1	
EMPLOYEES TIME & ATIENDANCE				
ID BADGE MAKER		TIMEPILOT	1	
IPHONES		MAGICARD	1	
			1	FOR ON-CALL
			1	FIELD
			1	OFFICE

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## PROMISSORY NOTE

\$500,000.00

October 1, 2014

FOR VALUE RECEIVED, ADVANCED LIFE MANAGEMENT LLC, an Illinois limited liability company, and ACCELERA INNOVATIONS, INC., a Delaware corporation, jointly and severally (collectively, and each individually, the “**Maker**”), promises to pay to the order of AOK PROPERTY INVESTMENTS LLC, an Oregon limited liability company (the “**Lender**”), in immediately available funds, the principal amount of Five Hundred Thousand and No/1 00 Dollars (\$500,000.00), together with interest on the unpaid principal amount from the date of this Note, on or before January 15, 2015 (the “**Maturity Date**”), at which time the unpaid principal amount together with accrued interest and all other charges due under this Note, is due in its entirety. This Note may be signed in counterparts, each of which together shall be considered a single original Note. A fax, email, PDF, or electronic transmission of a signature page will be considered an original signature page creating a legally enforceable obligation against the Maker.

1. Interest. Interest on the principal balance in the amount of 500,000 shares of stock of ACCELERA INNOVATIONS, INC., a Delaware corporation (the “**Shares**”), valued at \$0.0001 per share, shall be immediately due and payable upon or before the Maturity Date, together with all unpaid principal. If Maker fails to pay any portion of principal or interest by the Maturity Date, per diem interest shall continue to accrue and be payable to Lender at the rate of 1667 shares of stock of ACCELERA INNOVATIONS, INC. per day until all principal and accrued interest is fully paid.

2. Prepayment. This Note may be paid by Maker, in whole or in part, at any time prior to the date set forth for payment herein, without premium or penalty, provided that the Shares shall be due in full at the time of any such prepayment. After all principal and interest owed pursuant to this Note have been paid in full, this Note shall be surrendered to the Maker for cancellation and shall not be reissued.

3. Survival. Maker’s obligation to pay this Note shall survive the death, disability, bankruptcy, assignment for the benefit of creditors, insolvency, or dissolution of the Lender or Maker. In the event of the death, disability, or dissolution of the Lender, Maker shall pay the Note to Lender’s duly appointed legal representative. Notwithstanding anything to the contrary set forth herein, this Note shall be binding on any successors and assigns of Lender and the Maker.

4. Place of Payments. All payments under this Note shall be made to Lender at 505 West 54th Street, Apt. 817, New York, New York 10019-5061, or any other address that Lender may designate by notice to Maker.

5. Application of Payments. All payments under this Note shall apply first to any costs and expenses due to Lender, then to accrued interest to date of payment, and then to the unpaid principal amount.

6. Events of Default. Each of the following is an event of default under this Note:

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- a) Maker fails to make any payment required by this Note when due;
- b) Any Maker voluntarily dissolves or ceases to exist, or any final and nonappealable order or judgment is entered against Maker ordering its dissolution;
- c) Maker fails to pay, becomes insolvent or unable to pay, or admits in writing an inability to pay Maker's debts as they become due, or makes a general assignment for the benefit of creditors; and
- d) A proceeding with respect to any Maker is commenced under any applicable law for the benefit of creditors, including but not limited to any bankruptcy or insolvency law, or an order for the appointment of a receiver, liquidator, trustee, custodian, or other officer having similar powers over Maker is entered.

7. Remedies. On and after an event of default under this Note, Lender may exercise the following remedies, which are cumulative and which may be exercised singularly or concurrently:

- a) the right to accelerate the Maturity Date under this Note so that the unpaid principal amount, together with accrued interest, is immediately due in its entirety; and
- b) any other remedy available to Lender at law or in equity.

8. Time of Essence. Time is of the essence with respect to all dates and time periods in this Note.

9. Amendment. This Note may be amended only by a written document signed by the party against whom enforcement is sought.

10. Waiver. Each Maker waives demand, presentment for payment, notice of dishonor or nonpayment, protest, notice of protest, and lack of diligence in collection, and agrees that Lender may extend or postpone the due date of any payment required by this Note without affecting Maker's liability. No waiver will be binding on Lender unless it is in writing and signed by Lender. Lender's waiver of a breach of a provision of this Note will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11. Severability. If a provision of this Note is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Note will not be impaired.

12. Governing Law. This Note is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Note.

13. Venue. Any action, suit, or proceeding arising out of the subject matter of this Note will be litigated in courts located in Multnomah County, Oregon. Each Maker consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

14. Assignment. This Note shall not be assigned or transferred by the Lender or Maker without the express prior written consent of the other party.

15. Usury. If interest payable under this Note is in excess of the maximum permitted by law, then the interest chargeable hereunder shall be reduced to the maximum amount permitted by law and any excess over the maximum amount permitted by law shall be credited to the principal balance of this Note and applied to the same and not to the payment of interest.

16. Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Note, or otherwise in connection with the subject matter of this Note, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

17. Costs and Expenses. If an event of default under this Note occurs and Lender does not institute any arbitration, action, suit, or proceeding, Maker will pay to Lender, upon Lender's demand, all reasonable costs and expenses, including but not limited to attorney's fees and collection fees, incurred by Lender in attempting to collect the indebtedness evidenced by this Note

18. Security. This Note is secured by a Security Agreement and/or Pledge Agreement and other security documents of the same date covering all of the assets owned by ADVANCED LIFE MANAGEMENT LLC.

**STATUTE OF FRAUDS. Under Oregon law, most agreements, promises and commitments made by Lender concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by Lender to be enforceable.**

IN WITNESS WHEREOF, each Maker has executed and delivered this Note effective as of the date first written above.

ADVANCED LIFE MANAGEMENT LLC

By: /s/ Daniel Freeman  
Daniel Freeman, Manager

By: /s/ Geoff Thompson  
Geoff Thompson, President

ACCELERA INNOVATIONS, INC.

/s/ Cynthia Boerum  
By: Cynthia Boerum  
Its: CSO/President