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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): February 4, 2016

**Accelera Innovations, Inc.**

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	000-53392 (Commission File Number)	26-2517763 (IRS Employer Identification No.)
20511 Abbey Drive, Frankfort, Illinois (Address of principal executive offices)		60423 (Zip Code)

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

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(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On February 4, 2016, Accelera Innovations, Inc. (the “Registrant”) entered into an Acquisition Financing Agreement (the “Agreement”) with Wellington Shields & Co., a registered broker/dealer (“Wellington”), pursuant to which Wellington shall serve as the Registrant’s exclusive financial advisor with respect to an acquisition financing of up to \$25 million.

In connection with the Agreement, Wellington shall consult with the Registrant regarding certain financial matters related to the business of the Registrant (the “Services”), which Services shall include providing: (i) introductions to or strategic advice with respect to approaches to target investors; (ii) advisory services in connection recapitalization or debt restructuring; (iii) other general corporate finance or strategic financial advisory services as required by the Registrant; (iv) general advisory services in connection with any mergers with or acquisition of, corporate or operating assets; and (v) additional services incidental to the above; as directed by the Registrant

In exchange for the Services, Wellington shall receive success based fees in cash and securities, a \$50,000 non-refundable engagement fee and expense reimbursement. The term of the agreement shall terminate on July 31, 2016 or earlier subject to 30-day notice.

The foregoing description of the Agreement is qualified in its entirety by reference to such Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Acquisition Financing Agreement with Wellington Shields & Co.

**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: February 10, 2016

ACCELERA INNOVATIONS, INC.

By: */s/ John F. Wallin*

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John F. Wallin  
President and Chief Executive Officer  
(Principal Executive Officer)



# ENGAGEMENT LETTER



## ACQUISITION FINANCING Phase 1

**Accelera Innovations, Inc.**  
20511 Abbey Drive  
Frankfort, IL 60423

**Wellington Shields & Co.**  
140 Broadway, 44<sup>th</sup> Floor  
New York, NY 10005

**WELLINGTON SHIELDS & CO. LLC**  
  
MEMBER NEW YORK STOCK EXCHANGE  
140 Broadway New York, NY 10005

January 19, 2016

Mr. Patrick Custardo  
Chief Acquisition Officer  
Accelera Innovations, Inc.  
20511 Abbey Drive  
Frankfort, IL 60423

Dear Mr. Patrick Custardo,

This letter (together with Exhibits A, B and C annexed hereto and made a part hereof, all of which taken together constitute this “Engagement Agreement”) confirms our complete understanding with respect to the retention of Wellington Shields & Co. (“Wellington”), a registered broker/dealer as the exclusive financial advisor to Accelera Innovations, Inc. (the “Company” or “ACNV”), as it relates to an acquisition financing for up to \$25 million (the “Placement”).

Upon the terms and subject to the conditions set forth hereinafter, the parties hereto agree as follows:

1. Appointment. The Company hereby retains Wellington and Wellington hereby agrees to act as the Company’s exclusive financial advisor as more specifically set forth in paragraph 2 below, effective as of the date hereof (the “Effective Date”).
2. Scope and Certain Conditions of Services. The Company hereby retains Wellington to consult with and advise the Company with respect to various financial matters, including:
  - a. Providing introductions to or strategic advice with respect to approaches to target investors;
  - b. Provide advisory services in connection the recapitalization or debt restructuring of the Company;
  - c. Providing other general corporate finance or strategic financial advisory services as required by the company;
  - d. Providing general advisory service in connection with any mergers with, or acquisitions of, corporate or operating assets of the Company; and
  - e. Additional services incidental to the above, as directed by the Company.

3. Fees and Compensation. In consideration for the services rendered by Wellington hereunder, the Company agrees to pay Wellington the following fees and other compensation:
  - a. A success fee (the "Placement Success Fee") for capital raise, payable upon the successful completion of the Placement, equal to eight percent (8%) of the gross proceeds of the Placement (or in the case of a revolving line of credit, the commitment amount). The Placement Success Fee is due and payable to Wellington immediately upon the closing of the Placement and shall be disbursed directly to Wellington simultaneously with the delivery of the proceeds of the Placement to the Company.
  - b. A success fee, payable upon the successful completion of the Placement and closing of the acquisition (the "Placement Agent Stock") shall be issuable to Wellington Shields, or its designee simultaneously with the closing of the Placement, equal to four percent (4%) of the fully diluted shares outstanding, post-closing of the transaction.
  - c. A non-refundable engagement fee (the "Retainer") in the amount of fifty-thousand dollars (\$50,000) to be payable to Wellington Shields by the Company.
  - d. The Company agrees to reimburse Wellington for its expenses within 10 days of submission but Wellington must get written prior approval from the Company.
4. Term of Retention. This Engagement Agreement shall terminate at the close of business July 31, 2016 with a cancellation notice. The Company may terminate this Engagement Agreement anytime, by providing Wellington with thirty (30) days advance written notice. Notwithstanding anything herein to the contrary, the obligation to pay the Fees and Compensation set forth in paragraph 3 (a), (b) and (c), the Expenses as set forth in paragraph 3 (d) shall survive any termination or expiration of this Engagement Agreement. Moreover, it is expressly understood and agreed by the parties hereto that any financing, whether debt or equity, of the Company, secured or placed within twelve (12) months of the termination or expiration of this Engagement Agreement with any investors or lenders, provided that the prospective investor candidate was presented information on the Company by Wellington and had discussion with Wellington during the Term shall result in such fees and compensation being due and payable by the Company to Wellington as required by paragraph 3 of this Engagement Agreement.
5. Preferential Right. If the Company closes a Placement or a Transaction during the Term, for the twenty four month period commencing on the later of (i) the date of the closing of the Placement or (ii) the date of the closing of any Transaction, Wellington shall have a preferential right whereby the Company will offer Wellington the first opportunity to provide any financing arrangements to the Company.
6. Public Announcements. During the Term, and prior to any press release or other public disclosure relating to services hereunder which is legally allowed by law, the Company and Wellington shall confer and reach agreement upon the contents of any such disclosure. Prior to the funding, Wellington shall not be mentioned in any Company press releases. At no time should the name of the investor funding the deal be used in any public press release.

7. No General Solicitation. Any offers made in connection with the placement of the Securities will be made only to prospective purchasers on an individual basis and no general solicitation or general advertising in any form will be used to place the Securities.
8. Miscellaneous. As more specifically set forth in Exhibit C, this Engagement Agreement shall be governed in accordance with the laws of the State of New York without giving effect to conflicts of laws generally.

This Engagement Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and there is no agreements or understandings with respect hereto which are not contained in this Engagement Agreement. This Engagement Agreement may be modified only in writing signed by the party to be charged.

If the foregoing correctly sets forth out understanding with respect to the subject matter hereto, please confirm the same by executing and returning to us the duplicate copy of this Engagement Agreement. Wellington will remain committed to entering into this agreement provided it is executed by you on or before February 10, 2016.

Very Truly Yours,

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Mr. Edward Cabrera  
Head of Investment Banking  
Wellington Shields & Co.

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Mr. Patrick Custardo  
Chief Acquisition Officer  
Accelera Innovations, Inc.

Agreed and Accepted

As of this 4<sup>th</sup> day of February 2016

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**

1. The Company shall promptly provide Wellington Shields with all relevant information about the Company (to the extent available to the Company) that shall be reasonably requested or required by Wellington Shields which information shall be true, accurate and correct in all material respects at the time furnished.
2. Wellington Shields shall keep all information obtained from the Company strictly confidential except: (a) for information which is otherwise publicly available, or previously known to Wellington Shields or was obtained by Wellington Shields independently of the Company and without breach of Wellington Shields' agreement with the Company; (b) Wellington Shields may disclose such information to its affiliates, shareholders, officers, directors, representatives, agents, employees and attorneys, and to financial institutions, but shall ensure, to the best of its ability, that all such persons will keep such information strictly confidential; (c) pursuant to any order of a court of competent jurisdiction or other governmental body (Wellington Shields will give written notice to the Company of such order within forty-eight (48) hours of receipt of such order); and (d) upon prior written consent of the Company.
3. The Company recognizes that in order for Wellington Shields to perform properly its obligations in a professional manner, it is necessary that Wellington Shields be informed of and, to the extent practicable, participate in meetings and discussions between the Company, on the one hand, and investors and potential investors introduced relating to the matters covered by the terms of Wellington Shields' engagement.
4. The Company agrees that any report or opinion, oral or written, delivered to it by Wellington Shields is prepared solely for its confidential use and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any other person, other than its employees and attorneys, without Wellington Shields' prior written consent, except as may be required by applicable law or regulation, which consent shall not be unreasonably withheld or delayed.
5. No fee payable by the Company to any other financial advisor or lender shall reduce or otherwise affect any fee payable by the Company to Wellington Shields.
6. The Company represents and warrants that; (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) the Agreement has been duly authorized and executed and constitutes a valid and binding agreement of the Company, enforceable in accordance with its terms; and (c) the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of (i) the Company's certificate of incorporation or by-laws or (ii) any agreement to which the Company is a party by which any of their property or assets is bound.
7. Nothing contained in the Agreement shall be constituted to place Wellington Shields and the Company in the relationship of partners or joint ventures. Neither Wellington Shields nor the Company shall represent itself as the agent or legal representative of the other for any purpose whatsoever nor shall either have the power to obligate or bind the other in any manner whatsoever. Wellington Shields in performing its services hereunder shall at all times be an independent contractor.

8. The Agreement has been and is made solely for the benefit of Wellington Shields, the Company and each of the persons, agents, employees, officers, directors and controlling persons referred to in Exhibit B and their respective heirs, executors, personal representatives, successors and assigns, and nothing contained in the Agreement shall confer any rights upon, nor shall this Agreement be construed to create any rights in, any person who is not a party to such Agreement, other than as set forth in this paragraph.
9. The rights and obligations of either party under this Agreement may not be assigned without the prior written consent of the other party hereto and any other purported assignment shall be null and void without force and effect.
10. All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, or faxed and confirmed by letter or sent by overnight delivery service, to the party whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To the Company:

Mr. Patrick Custardo  
Chief Acquisition Officer  
Accelera Innovations, Inc.  
20511 Abbey Drive  
Frankfort, IL 60423

To Wellington Shields:

Mr. Edward Cabrera  
Head of Investment Banking  
Wellington Shields and Co.  
140 Broadway, 44<sup>th</sup> floor  
New York, NY 10005  
Telephone: (212) 320-2030

**EXHIBIT B**  
**INDEMNIFICATION**

Recognizing that transactions of the type contemplated in this engagement sometimes result in litigation and that the role of Wellington Shields is advisory, the Company agrees to indemnify and hold harmless Wellington Shields and its affiliates and their irrespective officers, directors, employees, agents and controlling persons within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Act") or Section 20(a) of the Securities Exchange Act ("Indemnified Parties") and against any and all loss, charge, claim, damage, expense and liability whatsoever, including, but not limited to, all attorneys' fees and expenses (hereinafter a "Claim" or "Claims"), related to or arising in any manner out of, based upon, or in connection with (i) any untrue statement or alleged untrue statement of a material fact made by the Company or any omission or alleged omission of the Company to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any transaction, proposal or any other matter (items (i) and (ii) being hereinafter referred to as a "Matter" or "Matters") contemplated by the engagement of Wellington Shields hereunder, and will promptly reimburse the Indemnified Parties for all expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with the investigation of, preparation for or defense of any pending or threatened Claim related to or arising in any manner out of any Matter contemplated by the engagement of Wellington Shields hereunder, or any action or proceeding arising there from (collectively, "Proceedings"), whether or not such Indemnified party is a formal party to any such Proceeding. Notwithstanding the foregoing, the Company shall not be liable in respect of any Claims that a court of competent jurisdiction has judicially determined by final judgment (and the time to appeal has expired or the last right of appeal has been denied) which resulted solely or in part from the negligence, gross negligence or willful misconduct of an Indemnified Party or the violation of any securities laws or regulations by an Indemnified Party. The Company further agrees that it will not, without the prior written consent of Wellington Shields settle compromise or consent to the entry of any judgment in any pending or threatened proceeding in respect of which indemnification may be sought hereunder (whether or not Wellington Shields or any Indemnified Party is an actual or potential party to such Proceeding), unless such settlement, compromise or consent includes an unconditional release of Wellington Shields and each other Indemnified Party hereunder from all liability arising out of such proceeding.

In order to provide for just and equitable contribution in any case in which (i) an Indemnified Party is entitled to indemnification pursuant to this Engagement Agreement but it is judicially determined by the entry of a final judgment decree by a court of competent jurisdiction and the time to appeal has expired or the last right of appeal has been denied) that such indemnification may not be enforced in such case, or (ii) contribution may be required by the Company in circumstances for which an Indemnified party is otherwise entitled to indemnification under the Agreement, then, and in each such case, the Company shall contribute to the aggregate losses, Claims, damages and/or liabilities in an amount equal to the amount for which indemnification was held unavailable. Notwithstanding the foregoing, Wellington Shields shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Wellington Shields pursuant to this Agreement.

The Company further agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with Wellington Shields' engagement hereunder except for Claims that a court of competent jurisdiction shall have determined by final judgment (and the time to appeal has expired or the last right of appeal has been denied) resulted solely or in part from the negligence, gross negligence or willful misconduct of such Indemnified Party or the violation of any securities laws or regulations by an Indemnified Party. The indemnity, reimbursement and contribution obligations of the Company set forth herein shall be in addition to any liability which the Company may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or an Indemnified Party.

The indemnity, reimbursement and contribution provisions set forth herein shall remain operative and full force and effect regardless of (i) any withdrawal, termination or consummation of or failure to initiate or consummate any Matter referred to herein, (ii) any investigation made by or on behalf of any party hereto or any person controlling (within the meaning of Section 15 of the Securities act of 1933 as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) any party hereto, (iii) any termination or the completion or expiration of this Engagement Agreement with Wellington Shields and (iv) whether or not Wellington Shields shall, or shall not be called upon to, render any formal or informal advice in the course of such engagement.

Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Engagement Agreement.

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**EXHIBIT C**  
**JURISDICTION**

Each of the Company and Wellington Shields hereby irrevocably attorneys any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators

Each of Wellington Shields and the Company hereby waives, and the Company agrees not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, any claim that: (a) the Company is not personally subject to the jurisdiction of any such court; (b) it is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in the aid of execution, execution or otherwise) with respect to it or its property; (c) any such suit, action or proceeding is brought in an inconvenient forum; (d) the venue of any such suit, action or proceeding is improper; or (e) this Agreement may not be enforced in or by any such court.

Nothing in these provisions shall affect any party's right to serve process in any manner permitted by law or limit its rights to bring a proceeding in the competent courts of any jurisdiction or jurisdictions or to enforce any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

**ATTACHMENT 1**  
**AUTHORIZATION OF PAYMENT**

I, Patrick Custardo, as Chief Acquisition Officer of Accelera Innovations, Inc. authorize the lender/investor to pay Wellington Shields & Co. LLC directly from escrow at the time of closing of any funding as mentioned in clause 3a of the engagement letter dated February 4, 2016. This authorization is to remain in full force and effect unless written authorization by Wellington Shields & Co., LLC is provided to the lender/investor to revoke this agreement. Please wire the funds to the wire instructions provided below.

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Mr. Patrick Custardo  
Chief Acquisition Officer  
Accelera Innovations, Inc.

Agreed and Accepted

As of this 4<sup>th</sup> day of February 2016

**WELLINGTON SHIELDS & CO., LLC WIRE INSTRUCTIONS**

Bank:	JPMorgan Chase Bank One Chase Manhattan Plaza New York, N.Y. 10005
Swift Code:	CHASUS33
ABA No.	021000021
Acct Name:	Wellington Shields & Co., LLC 140 Broadway, 44 <sup>th</sup> Floor New York, N.Y. 10005
Acct No.	806376612