
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

LUDWIG ENTERPRISES, INC.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

54973P401

(CUSIP Number)

Brian Higley, Esq.
Business Legal Advisors, LLC, 14888 Auburn Sky Drive
Draper, UT, 84020
(801) 634-1984

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

10/25/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP Number(s): 54973P401

1	Name of reporting person FOXO TECHNOLOGIES INC.
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only

4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 500,000,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 500,000,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 74.9 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person: ** (Rows 8 and 11) Consists of 500,000,000 shares of Common Stock issuable upon conversion of 5,000,000 shares of the Issuer's Convertible Preferred Stock (the "Subject Preferred Shares") that the Reporting Person has agreed to acquire, subject to conditions, under the Purchase Agreements described in Items 3, 4 and 6. Because the Purchase Agreements were entered into for the purpose of acquiring voting control of the Issuer, the Reporting Person may be deemed, pursuant to Rule 13d-3(d)(1)(i), to beneficially own such underlying shares. The Reporting Person also holds irrevocable proxies, subject to exceptions and limitations, to vote the Subject Preferred Shares, and accordingly reports shared voting power. The Reporting Person does not hold record ownership of, or dispositive power over, the Subject Preferred Shares or any Common Stock, and the transactions have not closed.

*** (Row 13) Based on 167,166,897 shares of Common Stock outstanding as of May 28, 2026, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, plus 500,000,000 shares of Common Stock issuable upon conversion of the Subject Preferred Shares, which are treated as outstanding pursuant to Rule 13d-3(d)(1)(i).

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value \$0.001 per share

(b) Name of Issuer:

LUDWIG ENTERPRISES, INC.

(c) Address of Issuer's Principal Executive Offices:

3160 NW 1 Avenue, Pompano Beach, FLORIDA , 33064.

Item 1 Comment: Each share of the Issuer's Convertible Preferred Stock (the "Preferred Stock") is convertible into 100 shares of Common Stock and carries 100 votes, voting together with the Common Stock as a single class, in each case subject to the terms of the Preferred Stock. The Preferred Stock is not registered under Section 12 of the Exchange Act and is a separate class from the Common Stock. This Schedule 13D is filed with respect to the Common Stock because the

Reporting Person may be deemed to beneficially own the Common Stock underlying the Subject Preferred Shares (as defined in Item 3).

Item 2. Identity and Background

- (a) This Schedule 13D is filed by FOXO Technologies Inc., a Delaware corporation ("FOXO" or the "Reporting Person"). Rennova Health, Inc., a Delaware corporation ("Rennova"), is the controlling stockholder of FOXO. Seamus Lagan, FOXO's Chief Executive Officer and a director, is the Chief Executive Officer of Rennova and may be deemed to control Rennova.
- (b) The address of FOXO's principal business and principal office is 477 South Rosemary Avenue, Suite 224, West Palm Beach, Florida 33401.
- (c) FOXO Technologies Inc. is a healthcare services and technology company operating businesses in healthcare services, life science services and laboratory technology, including behavioral health and rural hospital operations, biospecimen sourcing and related services, and epigenetics diagnostics and interpretation. The information required by Item 2 with respect to Rennova and with respect to each executive officer and director of FOXO and of Rennova is set forth below.

Each individual listed below is an executive officer or director of FOXO or Rennova, and unless otherwise indicated, his or her business address is c/o FOXO Technologies Inc., 477 South Rosemary Avenue, Suite 224, West Palm Beach, Florida 33401.

Controlling person of FOXO: Rennova Health, Inc. | Jurisdiction of Organization: Delaware | Principal Business: healthcare services and holding company; controlling stockholder of FOXO | Address of Principal Business and Office: 477 South Rosemary Avenue, Suite 224, West Palm Beach, Florida 33401.

Name: Seamus Lagan | Position: Chief Executive Officer and Director of FOXO; Chief Executive Officer, President, Interim Chief Financial Officer and Director of Rennova | Principal Occupation and Employer: Chief Executive Officer of FOXO and of Rennova (principal business and address as set forth above) | Citizenship: Ireland

Name: Celene Grant | Position: Chief Financial Officer of FOXO | Principal Occupation and Employer: Chief Financial Officer of FOXO | Citizenship: USA

Name: Trevor Langley | Position: Chairman of the Board of FOXO; Director of Rennova | Principal Occupation and Employer: Managing Partner, Avanti Capital Group LLC (advisory and capital services to small and mid-cap public companies) | Citizenship: United Kingdom

Name: Francis Colt deWolf III | Position: Director of FOXO | Principal Occupation and Employer: President, Colt Capital LLC (financial advisory services to emerging public companies) | Citizenship: USA

Name: Mark White | Position: Director of FOXO | Principal Occupation and Employer: President, KR8 ai Inc. (artificial intelligence products for content creators) | Citizenship: United Kingdom

Name: Gary Blum | Position: Non-Executive Director of Rennova | Principal Occupation and Employer: Retired lawyer | Citizenship: USA

Neither Rennova nor Mr. Lagan beneficially owns any securities of the Issuer or has effected any transaction in securities of the Issuer during the past 60 days.

To FOXO's knowledge, none of the other persons listed above beneficially owns any securities of the Issuer or has effected any transaction in securities of the Issuer during the past 60 days.

- (d) During the last five years, neither FOXO nor Seamus Lagan has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). To FOXO's knowledge, during the last five years, none of the other persons identified in Item 2(c) has been convicted in any such proceeding.
- (e) During the last five years, neither FOXO nor Seamus Lagan has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws. To FOXO's knowledge, during the last five years, none of the other persons identified in Item 2(c) has been a party to any such proceeding.
- (f) FOXO is organized under the laws of the State of Delaware.

Item 3. Source and Amount of Funds or Other Consideration

On October 25, 2026, FOXO entered into a Stock Purchase Agreement (the "Trust SPA") with The Thomas E. Terwilliger Revocable Trust (the "Trust") to acquire 3,000,000 shares of Preferred Stock. FOXO also entered into a Stock Purchase Agreement dated October 25, 2026 (the "Vasaio SPA" and, with the Trust SPA, the "Purchase Agreements") with Vasaio Capital, Inc. ("Vasaio" and, with the Trust, the "Sellers") to acquire 2,000,000 shares of Preferred Stock (together, the 5,000,000 shares, the "Subject Preferred Shares"). The Purchase Agreements contemplate that the acquisitions under the Trust SPA and the Vasaio SPA will close simultaneously. Neither acquisition has closed, and no consideration has been paid or delivered.

Under the Trust SPA, FOXO has agreed to issue at closing 1,250,000 shares of a new series of FOXO preferred stock to be created and designated as Series F Convertible Preferred Stock (the "Series F Preferred"), having an aggregate stated value of \$1,250,000. Under the Vasaio SPA, FOXO has agreed to issue at closing 1,000,000 shares of Series F Preferred, having an aggregate stated value of \$1,000,000. The Series F Preferred has not been designated, and no shares of Series F Preferred have been issued. Stated value is a contractual term and does not represent a determination of fair value. The consideration for the Subject Preferred Shares consists solely of FOXO securities, and no borrowed funds or cash will be used.

Also on October 25, 2026, FOXO entered into a Note Purchase Agreement (the "Note Purchase Agreement") with Thomas E. Terwilliger, individually, to acquire promissory notes of the Issuer in the approximate aggregate principal amount of \$1,000,000 (the "Notes") for consideration consisting of \$250,000 in cash at closing, \$250,000 in cash within 90 days after closing and 500,000 shares of Series F Preferred having an aggregate stated value of \$500,000. The Note Purchase Agreement also refers to approximately \$200,000 of accounts payable obligations and to reimbursement of approximately \$50,000 of expenses at closing; the Note Purchase Agreement does not fully specify the manner in which these amounts will be satisfied. FOXO expects to fund the cash consideration under the Note Purchase Agreement from capital available to FOXO following the completion of FOXO's contemplated listing and related capital raise by FOXO. That financing has not been completed, and no proceeds have been received and no cash consideration has been paid. Separately from this anticipated source of funds, closing under the Note Purchase Agreement remains subject to conditions, including the simultaneous closing of the Trust SPA.

In connection with the Purchase Agreements, each Seller executed a Voting Agreement and Irrevocable Proxy in favor of FOXO, described in Item 6. FOXO paid no separate consideration for the Voting Agreements, which were granted as an inducement to FOXO to enter into the Purchase Agreements.

Item 4. Purpose of Transaction

FOXO entered into the Purchase Agreements, the Voting Agreements and the Note Purchase Agreement for the purpose of acquiring voting control of the Issuer. If the transactions close, FOXO would hold the 5,000,000 Subject Preferred Shares, representing approximately 71.4% of the outstanding Preferred Stock as represented in the Purchase Agreements, and approximately 57.7% of the combined voting power of the outstanding Common Stock and Preferred Stock voting together (500,000,000 of 867,166,897 votes, based on the Common Stock outstanding as of May 28, 2026 reported in the Issuer's Form 10-Q and 7,000,000 outstanding shares of Preferred Stock). This combined voting power percentage differs from the percentage of Common Stock reported in Row 13 of the cover page, which is calculated under Rule 13d-3(d)(1)(i). Pending closing, the Voting Agreements authorize FOXO, subject to their terms, exceptions and limitations, to direct the voting of, and to execute written consents with respect to, the Subject Preferred Shares. Closing is subject to conditions set forth in the Purchase Agreements, including approval of FOXO's common stock for listing on The Nasdaq Stock Market, as provided in the Purchase Agreements; completion of a financing satisfactory to FOXO's board of directors; satisfactory due diligence regarding the Issuer; verification of the Issuer's capitalization and the rights of the Preferred Stock; receipt of required approvals, consents and transfer approvals; simultaneous closing of the Purchase Agreements; and other customary conditions. Under the Purchase Agreements, the Sellers may generally terminate if the listing and related public offering are not completed within 120 days after signing, unless waived, and the Purchase Agreements may be terminated in other specified circumstances. There can be no assurance that the transactions will close.

If the transactions close, FOXO, as holder of a majority of the Issuer's combined voting power, would be able to elect or remove directors of the Issuer and to approve or prevent other matters submitted to a vote of stockholders, and pending closing may direct the vote of the Subject Preferred Shares on such matters as permitted by the Voting Agreements. The Issuer's interim Chief Executive Officer has offered to resign from that position, and a director of the Issuer has offered to resign from the board while continuing to serve as the Issuer's Chief Financial Officer. To FOXO's knowledge, neither resignation has been accepted or become effective, and FOXO has requested that the Issuer's current board of directors consider these matters independently. If these changes occur, FOXO anticipates that Mark White, a director of FOXO, may be invited to serve as a director and interim Chief Executive Officer of the Issuer. No such appointment has been made, FOXO has not exercised its rights under the Voting Agreements to effect any such change, and there can be no assurance that any of these changes will occur. Corain McGinn, an employee of FOXO, currently serves as a director of the Issuer. FOXO may in the future seek other changes to the Issuer's board of directors or management. If the transactions close, FOXO will evaluate how to structure and support the Issuer's continued development and launch of its Revealia platform, which may include considering transactions with other stockholders or debt holders of the Issuer that would result in the Issuer becoming a subsidiary of FOXO. Following closing, FOXO may also convert some or all of the Subject Preferred Shares into Common Stock. As holder of the Notes, FOXO would also become a creditor of the Issuer. Except as set forth in this Schedule 13D, FOXO has not formulated any specific plans or proposals that relate to or would result in any of the matters described in paragraphs (a) through (j) of Item 4 of Schedule 13D. FOXO intends to review its ownership in the Issuer on a continuing basis and, subject to the agreements described herein and applicable law, may change its plans or proposals, acquire additional securities of the Issuer, dispose of securities of the Issuer, or take any of the actions described in paragraphs (a) through (j) of Item 4.

Item 5. Interest in Securities of the Issuer

- (a) FOXO may be deemed to beneficially own 500,000,000 shares of Common Stock issuable upon conversion of the Subject Preferred Shares, representing approximately 74.9% of the Common Stock, calculated on the basis of 167,166,897 shares of Common Stock outstanding as of May 28, 2026, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, plus such 500,000,000 shares, which are treated as outstanding pursuant to Rule 13d-3(d)(1)(i). FOXO is not the record owner of any shares of Common Stock or Preferred Stock. Record ownership of the Subject Preferred Shares remains with the Sellers and will transfer only upon closing.
- (b) Pursuant to the Voting Agreements, and subject to their terms, exceptions and limitations, FOXO has the power to direct the vote of the Subject Preferred Shares, which carry 500,000,000 votes on matters submitted to the holders of Common Stock and Preferred Stock voting together, representing approximately 57.7% of the combined voting power described in Item 4. Because the Sellers remain the record holders of the Subject Preferred Shares and the Voting Agreements are subject to exceptions, including a qualification relating to the Issuer's internal compliance policies, FOXO reports such power as shared voting power with the Trust (as to 3,000,000 Subject Preferred Shares) and Vasaio (as to 2,000,000 Subject Preferred Shares). The persons with whom FOXO shares voting power pursuant to the Voting Agreements and Irrevocable Proxies are The Thomas E. Terwilliger Revocable Trust (the "Trust"), with respect to 3,000,000 shares of the Issuer's Preferred Stock, and Vasaio Capital, Inc. ("Vasaio"), with respect to 2,000,000 shares of the Issuer's Preferred Stock. The Trust and Vasaio are the selling stockholders under the respective Stock Purchase Agreements dated October 25, 2026, described in Item 3 and filed as Exhibits 99.1 and 99.2, respectively. The related Voting Agreements and Irrevocable Proxies are filed as Exhibits 99.3 and 99.4, respectively. The descriptions of these arrangements in Items 3, 4 and 6 are incorporated herein by reference.

FOXO has no power to dispose of or direct the disposition of the Subject Preferred Shares or any Common Stock prior to closing; the Sellers retain dispositive power over the Subject Preferred Shares, subject to the restrictions of the Purchase Agreements.

- (c) Except as described in Items 3, 4 and 6, FOXO has not effected any transactions in the Common Stock during the past 60 days.
- (d) Until closing, the Trust and Vasaio, as record holders of the Subject Preferred Shares, have the right to receive dividends.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information in Items 3 and 4 is incorporated herein by reference.

Purchase Agreements. Under the Purchase Agreements, the Sellers agreed to sell, and FOXO agreed to purchase, an aggregate of 5,000,000 Subject Preferred Shares in exchange for shares of Series F Preferred, subject to the conditions and termination rights described in Item 4. Under the Purchase Agreements, the Series F Preferred, when designated, is to have a stated value of \$1.00 per share, vote on an as-converted basis, and be convertible into FOXO common stock at a price initially tied to the public offering price in FOXO's proposed listing offering, subject to downward adjustment for a lower-priced public offering within a specified six-month period and to a waivable monthly conversion limit of 8.33% of the initially issued stated value. FOXO agreed to use commercially reasonable efforts to register the resale of the FOXO common stock underlying the Series F Preferred following closing.

Voting Agreements. The Trust executed a Voting Agreement and Irrevocable Proxy dated October 25, 2026 covering 3,000,000 Subject Preferred Shares, and Vasaio executed a Voting Agreement and Irrevocable Proxy that states an effective date of October 22, 2026 covering 2,000,000 Subject Preferred Shares (together, the "Voting Agreements"). Under each Voting Agreement, the Seller agreed to vote its shares as directed by FOXO and granted FOXO an irrevocable proxy, to the fullest extent permitted by law, to vote and execute written consents with respect to such shares prior to closing, subject to the terms, exceptions and limitations of the Voting Agreement, including a qualification relating to the Issuer's internal compliance policies that may require abstention on certain matters. Each Seller agreed not to grant any inconsistent proxy or enter into any inconsistent voting arrangement. Each Voting Agreement, and the proxy granted under it, expires automatically at the "Expiration Time," defined as the earlier of the closing under the applicable Purchase Agreement and 120 days after the signing of that Purchase Agreement, subject to any applicable written amendment or waiver. This automatic expiration is separate from the termination rights under the Purchase Agreements described in Item 4.

Except as described herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between FOXO and any person with respect to any securities of the Issuer. The foregoing descriptions are qualified in their entirety by reference to the agreements listed in Item 7.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 - Stock Purchase Agreement, dated October 25, 2026, between FOXO Technologies Inc. and The Thomas E. Terwilliger Revocable Trust

Exhibit 99.2 - Stock Purchase Agreement, dated October 25, 2026, between FOXO Technologies Inc. and Vasaio Capital, Inc.

Exhibit 99.3 - Voting Agreement and Irrevocable Proxy, dated October 25, 2026, by The Thomas E. Terwilliger Revocable Trust in favor of FOXO Technologies Inc.

Exhibit 99.4 - Voting Agreement and Irrevocable Proxy, effective October 22, 2026, by Vasaio Capital, Inc. in favor of FOXO Technologies Inc.

Exhibit 99.5 - Note Purchase Agreement, dated October 25, 2026, between FOXO Technologies Inc. and Thomas E. Terwilliger

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

FOXO TECHNOLOGIES INC.

Signature: /s/ Seamus Lagan

Name/Title: Seamus Lagan, Chief Executive Officer

Date: 10/29/2026

STOCK PURCHASE AGREEMENT

By and Among

The Thomas E. Terwilliger Revocable Trust

and

FOXO Technologies Inc.

October 25, 2026

THIS STOCK PURCHASE AGREEMENT (this “Agreement”), dated as of October 25, 2026, is by and among **The Thomas E. Terwilliger Revocable Trust** (herein referred to as the “Seller”) and **FOXO Technologies Inc.**, a Delaware corporation (herein referred to as “FOXO”). The Seller, and FOXO are sometimes referred to herein collectively as the “Parties” and each individually as a “Party.”

WHEREAS, FOXO is a healthcare services and technology company that currently operates four synergistic divisions: epigenetic diagnostics, a rural hospital, mental and behavioural health facility and biosource collection and sale businesses.

FOXO is a fully compliant, reporting public company with all filings and financial information available at www.sec.gov

FOXO is currently traded on the OTC and has in July 2026 retained D. Boral Capital, LLC., as exclusive investment bankers to advise and assist the Company get re-listed on NYSE American (or alternative Stock Exchange) as soon as practical.

FOXO has initiated a Corporate Action to complete a reverse split of its common stock to qualify for a listing

FOXO has filed a confidential Draft Registration Statement (DRS) with the SEC and has received confirmation from the SEC on September 28th that this DRS can be made effective

FOXO has in October 2026 submitted an application to Nasdaq to have its common stock listed on a Nasdaq Exchange

WHEREAS, the Seller is the lawful registered owner and beneficiary of, and desires to sell, transfer, assign and convey to FOXO, all right, title and interest in and to 3,000,000 (three million) shares of Preferred Stock in Ludwig Enterprises, Inc., a Nevada corporation. (Ludwig), in exchange for the consideration and upon the terms and conditions set forth herein, Ludwig is listed on the OTC and until August 19, 2026 was a fully reporting company with public filings and information until the company ceased to comply as a reporting company, available at www.sec.gov

- i) Ludwig has issued and outstanding 7,000,000 shares of its Convertible Preferred Stock, par value \$0.001 per share (the “**Preferred Stock**”).
 - ii) Pursuant to Ludwig’s Certificate of Designation, as amended (the “**Certificate of Designation**”), each share of Preferred Stock is presently entitled to one hundred (100) votes, voting together with the holders of Ludwig common stock as a single class, and is convertible into one hundred (100) shares of Ludwig common stock, subject to the terms of the Certificate of Designation.
 - iii) The Purchased Shares represent approximately 42.86% of the presently outstanding Preferred Stock and, based upon Ludwig’s presently outstanding capitalization, represent approximately 35% of the voting control of Ludwig
 - iv) The Certificate of Designation requires approval by holders of at least two-thirds of the issued Preferred Stock for a transfer of Preferred Stock. Such approval is attached to this agreement.
 - v) The Parties intend that FOXO shall acquire control of Ludwig through acquisition of the Purchased Shares described in this agreement and the Preference Shares owned by one other shareholder who will enter into a separate but similar agreement with FOXO. FOXO shall not, by virtue of the transactions contemplated by this Agreement, assume or become liable for any indebtedness, obligation or liability of Ludwig.
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NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale of Preferred Shares

Subject to the terms and conditions of this Agreement, at the closing of the transaction contemplated hereby (the “Closing”), Seller shall sell to FOXO and FOXO shall purchase from the Seller, 3,000,000 shares of Preferred Stock in Ludwig Enterprises, Inc. The Preferred Stock being sold and purchased will;

- i) Be free and clear of all liens, pledges, security interests, claims, voting agreements, proxies, options, rights of first refusal, restrictions and encumbrances of every kind other than restrictions imposed solely by applicable securities laws;
- ii) Include all voting rights, conversion rights, dividend rights, liquidation rights and other rights and preferences attaching thereto; and
- iii) Have full legal and beneficial title passing to FOXO at Closing.
- iv) Be 100% of the Preferred Stock in Ludwig owned by the Seller with the Seller having no further right or entitlement to receive any additional Preferred Stock in Ludwig after closing

1.2 FOXO is purchasing only the Purchased Shares from the Sellers.

Nothing contained in this Share Purchase Agreement shall constitute an assumption, guarantee or undertaking by FOXO of any liability or obligation of Ludwig, including without limitation:

- promissory notes;
- convertible notes;
- warrants;
- accrued compensation;
- accounts payable;
- taxes;
- litigation liabilities;
- regulatory liabilities;
- contingent liabilities; or
- contractual obligations.

Any liability of Ludwig following Closing shall remain a liability solely of Ludwig unless FOXO expressly agrees otherwise in a separate written instrument executed after Closing.

1.3 Control Condition

As a condition of FOXO’s obligation to close, immediately following transfer of the Purchased Shares into FOXO’s name:

- i) the Purchased Shares carry not less than 300,000,000 votes;
 - ii) the total issued and outstanding common shares total for Ludwig will be 167,166,187
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- iii) no issued or issuable security, voting agreement, proxy or other arrangement disclosed or undisclosed causes FOXO's voting power from the shares purchased herein to fall below 35% at closing; and
- iv) The Purchased Shares remain convertible into not less than 300,000,000 shares of Ludwig common stock in the aggregate, subject only to lawful adjustments expressly contained in the Certificate of Designation.

If any of the foregoing conditions is not satisfied at Closing, FOXO may terminate this Agreement without liability.

On signing this sale and purchase agreement the Seller will grant FOXO voting control of the Ludwig Preferred Stock with all rights as described above, by simultaneously signing the Voting Agreement and Irrevocable Proxy as attached in attachment 2 hereto, granting FOXO immediate voting rights as defined in the Ludwig Preferred Stock, which voting rights will remain in place until Closing or Termination of this agreement.

ARTICLE 2 PURCHASE CONSIDERATION

2.1 Consideration

The aggregate consideration payable by FOXO for the Purchased Shares shall be US\$1.25 million, (one million two hundred and fifty thousand) payable solely in shares of newly created FOXO Class F Convertible Preferred stock (the **"FOXO Consideration Shares"**).

The Seller shall receive FOXO Consideration Shares having a stated value of US\$1.25 million.

Series F Preferred Stock will have the following terms included in the certificate of designation

- i) Series F Convertible Preferred Stock will have a stated value of \$1 (one dollar) per share.
- ii) Voting rights of Series F Convertible Preferred Stock will be equal to the number of common shares the Preferred stock can be converted into
- iii) The conversion price of Series F Convertible Preferred Stock will be equal to the lower of (C1) the price at which common shares are sold in a public offering at the time of an up-listing to Nasdaq or (C2) the price at which common shares are sold in the most recent public offering prior to conversion if such price is lower than (C1) which reset expires six months after FOXO completes an up-listing to Nasdaq (Closing)
- iv) Conversion of Series F Preferred Stock will be limited to 8.33% in any one calendar month, of the value of Preferred Stock issued initially to the holder unless such restriction is waived in writing by FOXO

2.3 Nasdaq and Stockholder Approval

The issuance of FOXO Consideration Shares shall at all times be aligned with:

- i) applicable Nasdaq Listing Rules;
- ii) applicable federal and state securities laws;
- iii) any FOXO stockholder approval required by applicable law or Nasdaq.

2.4 Registration Rights

FOXO shall use commercially reasonable efforts to cause the FOXO common stock underlying the FOXO Consideration Shares to be registered for resale under the Securities Act pursuant to an effective registration statement as soon as reasonably practicable following Closing.

ARTICLE 3

CLOSING CONDITIONS

FOXO's obligation to complete the Closing shall be subject to satisfaction or written waiver by FOXO of each of the following conditions.

3.1 Preferred Holder Consent

FOXO shall have received an irrevocable written consent executed by holders of at least two-thirds of all issued Preferred Stock expressly:

- i) approving the sale and transfer of the Purchased Ludwig Preferred Shares to FOXO;
- ii) confirming that all rights associated with the Purchased Shares transfer to FOXO without modification;
- iii) instructing Ludwig, or Ludwig's Transfer Agent if applicable, to record the change of ownership on Ludwig's stock ledger immediately upon Closing;

3.2 FOXO shall be satisfied that

- i) the Purchased Shares are duly authorized, validly issued, fully paid and non- assessable;
- ii) the Purchased Shares constitute 3,000,000 of the 7,000,000 Preferred Shares currently outstanding;
- iii) each Purchased Share carries 100 votes;
- iv) each Purchased Share remains convertible into 100 shares of Ludwig common stock after closing;
- v) the Purchased Shares vote together with Ludwig common stock as a single class as provided in the Certificate of Designation;
- vi) all required transfer approvals have been obtained;
- vii) Ludwig recognizes FOXO as the legal and beneficial holder of the Purchased Shares at Closing; and
- viii) no other agreement or instrument modifies the rights of the Preferred stock as represented above

3.3 FOXO shall have satisfied itself with certain information including but not limited to the following regarding Ludwig Enterprises Limited

3.3.1

- i) the number of common shares issued and outstanding;
- ii) the number of preferred shares issued and outstanding;
- iii) all other preferred securities;
- iv) options;
- v) warrants;
- vi) convertible notes;
- vii) convertible debt;
- viii) securities exchangeable for common stock;
- ix) contractual obligations to issue securities included in Notes or other agreements;
- x) voting agreements;
- xi) proxies; and
- xii) all other instruments capable of affecting voting power.

3.3.2

Any provision if applicable that could be triggered by:

- i) acquisition of the Purchased Shares by FOXO;
 - ii) acquisition of control of Ludwig by FOXO;
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- iii) changes to Ludwig's board;
- iv) any future financing by Ludwig; or
- v) a subsequent merger, recapitalization or asset transaction involving Ludwig and FOXO.

3.4 No Material Adverse Change

There shall have occurred no event between signing this agreement and Closing that materially impairs:

- i) the Preferred Stock;
- ii) its voting rights;
- iii) its conversion rights;
- iv) FOXO's ability to acquire control of Ludwig at Closing; or
- v) the principal assets and business of Ludwig as represented in publicly available information and SEC filings or other non-public information that has been provided by Ludwig.

3.5 Nasdaq Listing and Financing

FOXO's common stock shall have been approved for listing on Nasdaq and FOXO shall have completed a financing satisfactory to FOXO's Board of Directors.

3.6 Other agreements

Closing of this agreement as described herein will be subject to and simultaneous with the Closing of a second, separate Share Purchase Agreement between an unrelated Seller and FOXO, so that FOXO receives sufficient Ludwig Preferred Shares for FOXO to have voting control of Ludwig.

4 Closing

Closing shall occur on or after the date FOXO's common stock shall have been approved for listing on Nasdaq at the price FOXO shall have completed a public offering in conjunction with the up- listing (which public offering could be a number of days after FOXO's common stock starts trading on the Nasdaq Exchange), or such other date agreed by the Parties, following satisfaction or waiver of the conditions precedent.

5 Taxes

The Seller shall be responsible for its own taxes arising from receipt of the FOXO Consideration Shares.

6 Governing Law

This Agreement and all disputes arising hereunder shall be governed by Delaware law, without giving effect to conflicts-of-law principles; provided, however, that matters concerning Ludwig's internal corporate affairs, validity of the Preferred Stock, voting rights, transfer registration and other matters governed mandatorily by Nevada corporate law shall be governed by Nevada law.

7 Entire Agreement

This Agreement and its schedules constitute the entire agreement among the Parties concerning the subject matter hereof.

8 Accredited investor

The Seller represents that they are an accredited investor as defined by the SEC and have sufficient financial and professional wherewithal to assess and access the risk of the transaction contemplated herein. The Seller also represents that they have reviewed all publicly available information and asked for and received answers to any inquiries they have with regard to FOXO, its business strategy and financial condition before completing this agreement and that no information sought has been incomplete or withheld.

9 Termination

This agreement can be terminated

- i) by FOXO in the event that any of Closing Conditions as defined Article 3 in this agreement are not met unless FOXO expressly waives such deficiency.
- ii) by the Seller in the event that FOXO does not achieve a Nasdaq listing of its common stock or complete a public offering as contemplated in this agreement, within 120 days from signing unless the Seller expressly waives such deficiency.
- iii) In the event that due diligence by FOXO before closing, on Ludwig's science and technology and title and ownership thereof, along with business and financial due diligence as will be normal for such a transaction as proposed, is not satisfactory or as represented.
- iv) By Seller: FOXO agrees, that upon receiving voting control of Ludwig as granted in the separate Voting Proxy agreement being signed simultaneous to this Agreement, that until closing, FOXO will make every effort to support Ludwig's business strategy as represented and not take any actions or steps without consultation and agreement with the Seller or that cause Ludwig to cease being an operating business. However, this paragraph does not require FOXO to pay or be responsible for any of Ludwig's old bills, debt(s) or financial obligations. Failure to comply with the above may result in immediate termination of this agreement.

10 Amendments

No amendment shall be effective unless in writing signed by FOXO, the affected Seller and, where the amendment affects its obligations, Ludwig.

11 Assignment

No Seller may assign its rights or obligations without FOXO's written consent.

FOXO may assign this Agreement or the Purchased Shares to a wholly owned subsidiary, provided FOXO remains responsible for its payment obligations.

12 Confidentiality and Announcements

No public announcement concerning this transaction shall be issued before the Parties agree upon its contents, except where disclosure is required by law, SEC rule or Nasdaq rule.

13 Counterparts and Electronic Signatures

This Agreement may be executed electronically and in counterparts.

14 The parties acknowledge and agree that Seller holds Ludwig common stock in CEDE and in Book form which are outside this agreement.

15 The parties acknowledge that Seller is not an officer nor director nor impowered to represent Ludwig and as such the corporate information contained herein is provided on a best knowledge basis.

[Signatures on Following Page]

Signature

Thomas E. Terwilliger

On behalf of Seller
The Thomas E. Terwilliger Revocable Trust

Signature

Seamus Fagan

On behalf of Purchaser
FOXO Technologies Inc.

Exhibit 1 Consent representing in excess of two thirds of the presently outstanding Preferred Stock in Ludwig approving the transfer of 3,000,000 shares of Preferred Stock from the Thomas E. Terwilliger Revocable Trust to FOXO Technologies Inc.

The Following shareholders representing approximately 71.43% of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc. hereby consent, as required by the Certificate of Designation for the Preferred Stock, to the sale and transfer of 3,000,000 shares of the Preferred Stock from The Thomas E. Terwilliger Revocable Trust to FOXO technologies, Inc.

Signed

The Thomas E. Terwilliger Revocable Trust as owner of 3,000,000 (42.86%) of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc.

Thomas E. Terwilliger

Signed

Vasaio Capital, Inc. as owner of 2,000,000 (28.57%) of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc.

STOCK PURCHASE AGREEMENT

By and Among

Vasaio Capital, Inc.

and

FOXO Technologies Inc.

October 25, 2026

THIS STOCK PURCHASE AGREEMENT (this “Agreement”), dated as of October 23, 2026, is by and among **Vasaio Capital, Inc.** (herein referred to as the “**Seller**”) and **FOXO Technologies Inc.**, a Delaware corporation (herein referred to as “**FOXO**”). The Seller, and FOXO are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**.”

WHEREAS, FOXO is a healthcare services and technology company that currently operates four synergistic divisions: epigenetic diagnostics, a rural hospital, mental and behavioural health facility and biosource collection and sale businesses.

FOXO is a fully compliant, reporting public company with all filings and financial information available at www.sec.gov

FOXO is currently traded on the OTC and has in July 2026 retained D. Boral Capital, LLC., as exclusive investment bankers to advise and assist the Company get re-listed on NYSE American (or alternative Stock Exchange) as soon as practical.

FOXO has initiated a Corporate Action to complete a reverse split of its common stock to qualify for a listing

FOXO has filed a confidential Draft Registration Statement (DRS) with the SEC and has received confirmation from the SEC on September 28th that this DRS can be made effective

FOXO has in October 2026 submitted an application to Nasdaq to have its common stock listed on a Nasdaq Exchange

WHEREAS, the Seller is the lawful registered owner and beneficiary of, and desires to sell, transfer, assign and convey to FOXO, all right, title and interest in and to 2,000,000 (two million) shares of Preferred Stock in Ludwig Enterprises, Inc., a Nevada corporation. (Ludwig), in exchange for the consideration and upon the terms and conditions set forth herein, Ludwig is listed on the OTC and until August 19, 2026 was a fully reporting company with public filings and information until the company ceased to comply as a reporting company, available at www.sec.gov

- i) Ludwig has issued and outstanding 7,000,000 shares of its Convertible Preferred Stock, par value \$0.001 per share (the “**Preferred Stock**”).
 - ii) Pursuant to Ludwig’s Certificate of Designation, as amended (the “**Certificate of Designation**”), each share of Preferred Stock is presently entitled to one hundred (100) votes, voting together with the holders of Ludwig common stock as a single class, and is convertible into one hundred (100) shares of Ludwig common stock, subject to the terms of the Certificate of Designation.
 - iii) The Purchased Shares represent approximately 28.57% of the presently outstanding Preferred Stock and, based upon Ludwig’s presently outstanding capitalization, represent approximately 23% of the voting control of Ludwig
 - iv) The Certificate of Designation requires approval by holders of at least two-thirds of the issued Preferred Stock for a transfer of Preferred Stock. Such approval is attached to this agreement.
 - v) The Parties intend that FOXO shall acquire control of Ludwig through acquisition of the Purchased Shares described in this agreement and the Preference Shares owned by one other shareholder who will enter into a separate but similar agreement with FOXO. FOXO shall not, by virtue of the transactions contemplated by this Agreement, assume or become liable for any indebtedness, obligation or liability of Ludwig.
-

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale of Preferred Shares

Subject to the terms and conditions of this Agreement, at the closing of the transaction contemplated hereby (the “Closing”), Seller shall sell to FOXO and FOXO shall purchase from the Seller, 2,000,000 shares of Preferred Stock in Ludwig Enterprises, Inc. The Preferred Stock being sold and purchased will;

- i) Be free and clear of all liens, pledges, security interests, claims, voting agreements, proxies, options, rights of first refusal, restrictions and encumbrances of every kind other than restrictions imposed solely by applicable securities laws;
- ii) Include all voting rights, conversion rights, dividend rights, liquidation rights and other rights and preferences attaching thereto; and
- iii) Have full legal and beneficial title passing to FOXO at Closing.
- iv) Be 100% of the Preferred Stock in Ludwig owned by the Seller with the Seller having no further right or entitlement to receive any additional Preferred Stock in Ludwig after closing

1.2 FOXO is purchasing only the Purchased Shares from the Sellers.

Nothing contained in this Share Purchase Agreement shall constitute an assumption, guarantee or undertaking by FOXO of any liability or obligation of Ludwig, including without limitation:

- promissory notes;
- convertible notes;
- warrants;
- accrued compensation;
- accounts payable;
- taxes;
- litigation liabilities;
- regulatory liabilities;
- contingent liabilities; or
- contractual obligations.

Any liability of Ludwig following Closing shall remain a liability solely of Ludwig unless FOXO expressly agrees otherwise in a separate written instrument executed after Closing.

1.3 Control Condition

As a condition of FOXO’s obligation to close, immediately following transfer of the Purchased Shares into FOXO’s name:

- i) the Purchased Shares carry not less than 300,000,000 votes;
 - ii) the total issued and outstanding common shares total for Ludwig will be 167,166,187
 - iii) no issued or issuable security, voting agreement, proxy or other arrangement disclosed or undisclosed causes FOXO’s voting power from the shares purchased herein to fall below 23% at closing; and
 - iv) The Purchased Shares remain convertible into not less than 300,000,000 shares of Ludwig common stock in the aggregate, subject only to lawful adjustments expressly contained in the Certificate of Designation.
-

If any of the foregoing conditions is not satisfied at Closing, FOXO may terminate this Agreement without liability.

On signing this sale and purchase agreement the Seller will grant FOXO voting control of the Ludwig Preferred Stock with all rights as described above, by simultaneously signing the Voting Agreement and Irrevocable Proxy as attached in attachment 2 hereto, granting FOXO immediate voting rights as defined in the Ludwig Preferred Stock, which voting rights will remain in place until Closing or Termination of this agreement.

ARTICLE 2

PURCHASE CONSIDERATION

2.1 Consideration

The aggregate consideration payable by FOXO for the Purchased Shares shall be 1,000,000 (One million) shares of newly created FOXO Class F Convertible Preferred stock (the **“FOXO Consideration Shares”**).

The Seller shall receive FOXO Consideration Shares having a stated value of US\$1 million.

Series F Preferred Stock will have the following terms included in the certificate of designation

- i) Series F Convertible Preferred Stock will have a stated value of \$1 (one dollar) per share.
- ii) Voting rights of Series F Convertible Preferred Stock will be equal to the number of common shares the Preferred stock can be converted into
- iii) The conversion price of Series F Convertible Preferred Stock will be equal to the lower of (C1) the price at which common shares are sold in a public offering at the time of an up-listing to Nasdaq or (C2) the price at which common shares are sold in the most recent public offering prior to conversion if such price is lower than (C1) which reset expires six months after FOXO completes an up-listing to Nasdaq (Closing)
- iv) Conversion of Series F Preferred Stock will be limited to 8.33% in any one calendar month, of the value of Preferred Stock issued initially to the holder unless such restriction is waived in writing by FOXO

2.3 Nasdaq and Stockholder Approval

The issuance of FOXO Consideration Shares shall at all times be aligned with:

- i) applicable Nasdaq Listing Rules;
- ii) applicable federal and state securities laws;
- iii) any FOXO stockholder approval required by applicable law or Nasdaq.

2.4 Registration Rights

FOXO shall use commercially reasonable efforts to cause the FOXO common stock underlying the FOXO Consideration Shares to be registered for resale under the Securities Act pursuant to an effective registration statement as soon as reasonably practicable following Closing.

ARTICLE 3

CLOSING CONDITIONS

FOXO's obligation to complete the Closing shall be subject to satisfaction or written waiver by FOXO of each of the following conditions.

3.1 Preferred Holder Consent

FOXO shall have received an irrevocable written consent executed by holders of at least two-thirds of all issued Preferred Stock expressly:

- i) approving the sale and transfer of the Purchased Ludwig Preferred Shares to FOXO;
- ii) confirming that all rights associated with the Purchased Shares transfer to FOXO without modification;
- iii) instructing Ludwig, or Ludwig's Transfer Agent if applicable, to record the change of ownership on Ludwig's stock ledger immediately upon Closing;

3.2 FOXO shall be satisfied that

- i) the Purchased Shares are duly authorized, validly issued, fully paid and non- assessable;
- ii) the Purchased Shares constitute 2,000,000 of the 7,000,000 Preferred Shares currently outstanding;
- iii) each Purchased Share carries 100 votes;
- iv) each Purchased Share remains convertible into 100 shares of Ludwig common stock after closing;
- v) the Purchased Shares vote together with Ludwig common stock as a single class as provided in the Certificate of Designation;
- vi) all required transfer approvals have been obtained;
- vii) Ludwig recognizes FOXO as the legal and beneficial holder of the Purchased Shares at Closing; and
- viii) no other agreement or instrument modifies the rights of the Preferred stock as represented above

3.3 FOXO shall have satisfied itself with certain information including but not limited to the following regarding Ludwig Enterprises Limited

3.3.1

- i) the number of common shares issued and outstanding;
- ii) the number of preferred shares issued and outstanding;
- iii) all other preferred securities;
- iv) options;
- v) warrants;
- vi) convertible notes;
- vii) convertible debt;
- viii) securities exchangeable for common stock;
- ix) contractual obligations to issue securities included in Notes or other agreements;
- x) voting agreements;
- xi) proxies; and
- xii) all other instruments capable of affecting voting power.

3.3.2

Any provision if applicable that could be triggered by:

- i) acquisition of the Purchased Shares by FOXO;
 - ii) acquisition of control of Ludwig by FOXO;
 - iii) changes to Ludwig's board;
 - iv) any future financing by Ludwig; or
 - v) a subsequent merger, recapitalization or asset transaction involving Ludwig and FOXO.
-

3.4 No Material Adverse Change

There shall have occurred no event between signing this agreement and Closing that materially impairs:

- i) the Preferred Stock;
- ii) its voting rights;
- iii) its conversion rights;
- iv) FOXO's ability to acquire control of Ludwig at Closing; or
- v) the principal assets and business of Ludwig as represented in publicly available information and SEC filings or other non-public information that has been provided by Ludwig.

3.5 Nasdaq Listing and Financing

FOXO's common stock shall have been approved for listing on Nasdaq and FOXO shall have completed a financing satisfactory to FOXO's Board of Directors.

3.6 Other agreements

Closing of this agreement as described herein will be subject to and simultaneous with the Closing of a second, separate Share Purchase Agreement between an unrelated Seller and FOXO, so that FOXO receives sufficient Ludwig Preferred Shares for FOXO to have voting control of Ludwig.

4 Closing

Closing shall occur on or after the date FOXO's common stock shall have been approved for listing on Nasdaq at the price FOXO shall have completed a public offering in conjunction with the up- listing (which public offering could be a number of days after FOXO's common stock starts trading on the Nasdaq Exchange), or such other date agreed by the Parties, following satisfaction or waiver of the conditions precedent.

5 Taxes

The Seller shall be responsible for its own taxes arising from receipt of the FOXO Consideration Shares.

6 Governing Law

This Agreement and all disputes arising hereunder shall be governed by Delaware law, without giving effect to conflicts-of-law principles; provided, however, that matters concerning Ludwig's internal corporate affairs, validity of the Preferred Stock, voting rights, transfer registration and other matters governed mandatorily by Nevada corporate law shall be governed by Nevada law.

7 Entire Agreement

This Agreement and its schedules constitute the entire agreement among the Parties concerning the subject matter hereof.

8 Accredited investor

The Seller represents that they are an accredited investor as defined by the SEC and have sufficient financial and professional wherewithal to assess and access the risk of the transaction contemplated herein. The Seller also represents that they have reviewed all publicly information available and asked for and received answers to any inquiries they have with regard to FOXO, its business strategy and financial condition before completing this agreement and that no information sought has been incomplete or withheld.

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This agreement can be terminated

- i) by FOXO in the event that any of Closing Conditions as defined Article 3 in this agreement are not met unless FOXO expressly waives such deficiency.
- ii) by the Seller in the event that FOXO does not achieve a Nasdaq listing of its common stock or complete a public offering as contemplated in this agreement, within 120 days from signing unless the Seller expressly waives such deficiency.
- iii) In the event that due diligence by FOXO before closing, on Ludwig's science and technology and title and ownership thereof is not satisfactory or as represented.
- iv) By Seller: FOXO agrees, that upon receiving voting control of Ludwig as granted in the separate Voting Proxy agreement being signed simultaneous to this Agreement, that until closing, FOXO will make every effort to support Ludwig's business strategy as represented in and not take any actions or steps without consultation and agreement with the Seller or that cause Ludwig to cease being an operating business. However, this paragraph does not require FOXO to pay or be responsible for any of Ludwig's old bills, debt(s) or financial obligations. Failure to comply with the above may result in immediate termination of this agreement.

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15 The parties acknowledge that Seller is not an officer nor director nor impowered to represent Ludwig and as such the corporate information contained herein is provided on a best knowledge basis.

[Signatures on Following Page]

Signature



On behalf of Seller
Vasaio Capital, Inc.

Signature



On behalf of Purchaser
FOXO Technologies Inc.

Exhibit 1 Consent representing in excess of two thirds of the presently outstanding Preferred Stock in Ludwig approving the transfer of 2,000,000 shares of Preferred Stock from Vasaio Capital, Inc. to FOXO Technologies Inc.

The Following shareholders representing approximately 71.43% of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc. hereby consent, as required by the Certificate of Designation for the Preferred Stock, to the sale and transfer of 2,000,000 shares of the Preferred Stock from Vasaio Capital, Inc. to FOXO technologies, Inc.

Signed

The Thomas E. Terwilliger Revocable Trust. as owner of 3,000,000 (42.86%) of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc.

Signed

Vasaio Capital, Inc. as owner of 2,000,000 (28.57%) of the issued and outstanding Preferred Stock in Ludwig Enterprises, Inc.



VOTING AGREEMENT AND IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY (this “*Agreement*”) is entered into as of October 25, 2026, (the “*Effective Date*”), by and among FOXO Technologies, Inc., a Delaware corporation (“*FOXO*”), and The Thomas E. Terwilliger Revocable Trust (TTRT)

RECITALS

WHEREAS, FOXO and TTRT are parties to the Stock Purchase Agreement, dated as of October (the “*SPA*”), pursuant to which FOXO agreed to purchase Preferred Stock owned by TTRT in Ludwig Enterprises, Inc. (the “*Ludwig Preferred Stock*”) a Nevada corporation;

WHEREAS, pursuant to the SPA, shares of Ludwig Preferred Stock will be transferred by TTRT to FOXO in exchange for shares of preferred stock of FOXO;

WHEREAS, as of the Effective Date, TTRT owns 3,000,000 shares of Ludwig Preferred Stock; and

WHEREAS, the execution and delivery of this Agreement by TTRT were material inducements to the willingness of FOXO to enter into the SPA to purchase the Ludwig Preferred Stock from TTRT.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements set forth in the SPA and in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictions on TTRT Shares; New Shares.

(a) Except with the written consent of FOXO and pursuant to the terms of this Agreement, TTRT shall not, directly or indirectly, grant any proxies or powers of attorney with respect to any of the TTRT Shares, deposit any of the TTRT Shares into a voting trust, or enter into a voting agreement or similar arrangement or commitment with respect to any of the TTRT Shares or make any public announcement that is in any manner inconsistent with Section 2.

(b) Except as otherwise provided herein, TTRT shall not, in his capacity as a stockholder of the Company, directly or indirectly, take any unreasonable action that would make any representation or warranty contained herein untrue or incorrect or be reasonably expected to have the effect of impairing his ability to perform his obligations under this Agreement or preventing or delaying the consummation of any of the transactions contemplated hereby.

2. Agreement to Vote TTRT Shares. Prior to the Expiration Time (as defined below), at every meeting of the stockholders of Ludwig, and at every adjournment or postponement thereof, and on every action or approval by written consent or resolution of the stockholders of Ludwig, TTRT shall, to the extent permissible and consistent with Ludwig’s internal compliance policies (which may require abstention with respect to certain matters), vote, to the extent not voted by the person(s) appointed under the Proxy, the Ludwig Shares owned by it in such manner as is decided by FOXO in its sole and absolute discretion.

Accordingly, during the term of this Agreement, TTRT shall not vote or attempt to vote any of his respective shares of the Ludwig Preferred Stock, or otherwise exercise or attempt to exercise any voting or other approval rights of any of his respective shares of the Ludwig Preferred Stock, in contravention of the foregoing and any such prohibited exercise by TTRT of voting or approval rights shall be void and of no force or effect.

3. Irrevocable Proxy. Concurrently with the execution and delivery of this Agreement, each of TTRT shall deliver to FOXO a duly executed proxy in the form attached hereto as Exhibit A (the “*Proxy*”), which proxy is (and the parties hereby agree that it is) coupled with an interest sufficient in law to support an irrevocable proxy, and, until the Expiration Time, shall be irrevocable to the fullest extent permitted by law, with respect to each and every meeting of stockholders of Ludwig or action or approval by written resolution or consent of stockholders of Ludwig in accordance with Section 2 covering the total number of TTRT Shares in respect of which TTRT is entitled to vote at any such meeting or in connection with any such written consent. Upon the execution of this Agreement by TTRT,

(i) TTRT hereby revokes any and all prior proxies (other than the Proxy) given by it with respect to the subject matter contemplated by Section 2, and (ii) TTRT shall not grant any subsequent proxies with respect to such subject matter, or enter into any agreement or understanding with any person to vote or give instructions with respect to the TTRT owned Shares in any manner inconsistent with the terms of Section 2, until after the Expiration Time.

4. Representations, Warranties and Covenants of TTRT. TTRT hereby represents, warrants and covenants to FOXO as follows:

(a) As of the Effective Date, he is the beneficial or record owner of, or exercises voting power over the TTRT owned Shares set forth above. No person not a signatory to this Agreement has a beneficial interest in or a right to acquire or vote any of the TTRT owned Shares. The TTRT owned Shares owned by him are and will be at all times (absent the sale or conversion of any TTRT owned Shares) up until the Expiration Time free and clear of any security interests, liens, claims, pledges, options, rights of first refusal, co-sale rights, agreements, limitations on his voting rights, charges and other encumbrances of any nature that would adversely affect the exercise or fulfillment of his rights and obligations under this Agreement or of the parties to this Agreement.

(b) TTRT has all requisite power, capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by him and the consummation by him of the transactions contemplated hereby have been duly authorized by all necessary action, if any, on his part, and no other actions or proceedings on his part is necessary to authorize the execution and delivery by it of this Agreement and the consummation by him of the transactions contemplated hereby. This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by the other parties, constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally and to general principles of equity.

(c) The execution and delivery of this Agreement does not, and the performance by it of its agreements and obligations hereunder will not, conflict with, result in a breach or violation of or default under (with or without notice or lapse of time or both), or require notice to or the consent of any person under, any agreement, commitment, law, rule, regulation, judgment, order or decree to which it is a party or by which it is bound.

5. Further Assurances. Each party agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as the other parties may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

6. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, TTRT hereby authorizes FOXO or its counsel to notify Ludwig's transfer agent that this Agreement places limits on the voting of the Ludwig Preferred Stock, subject to the provisions hereof and provided that any such notice required by the terms of this Agreement will immediately be withdrawn and terminated by FOXO following the Expiration Time or the earlier sale or conversion of any portion of the TTRT owned Shares.

7. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on (i) the date of delivery, if delivered personally, by electronic transmission, or by commercial delivery service, or (ii) on the date of confirmation of receipt (or the next business day, if the date of confirmation of receipt is not a business day), if sent via facsimile (with confirmation of receipt), to the parties hereto at the address set forth for each party on the signature page hereof (or at such other address for a party as shall be specified by like notice).

(b) Interpretation. When a reference is made in this Agreement to sections or exhibits, such reference shall be to a section of or an exhibit to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the Effective Date. Unless the context of this Agreement otherwise requires:

(i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement.

(c) Specific Performance; Injunctive Relief. The parties hereto acknowledge that a party may be irreparably harmed and that there may be no adequate remedy at law for a violation of any of the covenants or agreements of any other party set forth herein or in the Proxy. Therefore, it is agreed that, in addition to any other remedies that may be available to such party upon any such violation of this Agreement or the Proxy, such party shall have the right to seek to enforce such covenants and agreements and the Proxy by specific performance, injunctive relief or any other means available to such party at law or in equity and each other party hereby waives any and all defenses that could exist in its favor in connection with such enforcement and waives any requirement for security or the posting of any bond in connection with such enforcement.

(d) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto; it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

(e) Entire Agreement; Non-assignability; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto (including, without limitation, the Proxy) (i) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) are not intended to confer, and shall not be construed as conferring, upon any person other than the parties hereto any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by a party without the prior written consent of the other parties, and any such assignment or delegation that is not consented to shall be null and void ab initio. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, any person to whom any TTRT owned Shares are sold, transferred or assigned). All authority conferred herein shall survive the death, dissolution or incapacity of a party and in the event of a party's death, dissolution or incapacity, any obligation of such party hereunder shall be binding upon the heirs, personal representatives, successors and assigns of such party.

(f) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the purposes of such void or unenforceable provision.

(g) Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts sitting in Palm Beach County, Florida, in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined in such courts.

(i) Termination. This Agreement shall terminate and shall have no further force or effect from and after the Expiration Time, and thereafter there shall be no liability or obligation on the part of either party, provided, that no such termination shall relieve any party from liability for any willful breach of this Agreement prior to such termination. For purposes of this Agreement, Expiration Time shall mean Closing of the SPA or 120 days from the date of signing the SPA.

(j) Amendment. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against which the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right hereunder.

(k) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the Effective Date, October 25, 2026

FOXO TECHNOLOGIES, INC.

By:



Name: Seamus Lagan

Title: CEO

Address:

The Thomas E. Terwilliger Revocable Trust:

By:



Name: Thomas E. Terwilliger

Title:

Address:

EXHIBIT B

IRREVOCABLE PROXY TO VOTE PREFERRED STOCK OF LUDWIG ENTERPRISES, INC

The undersigned stockholder (“**Stockholder**”) of Ludwig Enterprises, Inc., a Nevada corporation (the “**Company**”), hereby irrevocably (to the fullest extent permitted by applicable law) appoints FOXO TECHNOLOGIES, INC. (“**FOXO**”), as the sole and exclusive attorney and proxy of the Stockholder, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the fullest extent that the Stockholder is entitled to do so) with respect to all of the Stockholder’s TTRT owned Shares, (collectively, the “**Shares**”) in accordance with the terms of this Irrevocable Proxy and the Voting Agreement. Capitalized terms used but not otherwise defined in this Irrevocable Proxy shall have the meanings assigned to such terms in the Voting Agreement and Irrevocable Proxy dated on or about the date hereof among TTRT and FOXO.

The Ludwig Preferred Stock beneficially owned by the Stockholder as of the date of this Irrevocable Proxy is listed on the final page of this Irrevocable Proxy. Upon the Stockholder’s execution of this Irrevocable Proxy, any and all prior proxies (other than this Irrevocable Proxy) given by the Stockholder with respect to the subject matter contemplated by this Irrevocable Proxy are hereby revoked with respect to such subject matter and the Stockholder agrees not to grant any subsequent proxies with respect to such subject matter or enter into any agreement or understanding with any person to vote or give instructions with respect to such subject matter in any manner inconsistent with the terms of this Irrevocable Proxy until after the Expiration Time.

Until the Expiration Time, this Irrevocable Proxy is irrevocable (to the fullest extent permitted by applicable law), is coupled with an interest sufficient in law to support an irrevocable proxy, and is granted pursuant to the Voting Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the Stockholder, at any time prior to the Expiration Time or the earlier sale or conversion of any portion of the TTRT owned Shares, to act as the Stockholder’s attorney and proxy to vote his Ludwig Preferred Stock, and to exercise all voting and other rights of the Stockholder with respect to the TTRT owned Shares (including, without limitation, the power to execute and deliver written consents), at every annual, special or adjourned meeting of the stockholders of Ludwig and in every written consent in lieu of such meeting in such manner as is decided by FOXO in its sole and absolute discretion. Accordingly, until the Expiration Time or the earlier sale or conversion of any portion of the TTRT owned Shares, the Stockholder shall not vote or attempt to vote any of his respective shares of the TTRT owned Shares, or otherwise exercise or attempt to exercise any consent, voting or other approval rights of any of his respective shares of the TTRT owned Shares, in contravention of the foregoing, and any such prohibited exercise by the Stockholder of voting or approval rights shall be void and of no force or effect.

All authority herein conferred shall survive the dissolution or bankruptcy of the Stockholder and any obligation of the Stockholder hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the Stockholder. The power of attorney granted by the Stockholder herein is a durable power of attorney and shall survive the dissolution or bankruptcy of the Stockholder.

This Irrevocable Proxy is coupled with an interest as aforesaid and is irrevocable. This Irrevocable Proxy may not be amended or otherwise modified without the prior written consent of FOXO. This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Time.

Dated: October 25, 2026

The Thomas E. Terwilliger Revocable Trust

By: Thomas E. Terwilliger

VOTING AGREEMENT AND IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY (this “*Agreement*”) is entered into as of October 22, 2026, (the “*Effective Date*”), by and among FOXO Technologies, Inc., a Delaware corporation (“*FOXO*”), and Vasaio Capital, Inc. (VASAIO)

RECITALS

WHEREAS, FOXO and VASAIO are parties to the Stock Purchase Agreement, dated as of October (the “*SPA*”), pursuant to which FOXO agreed to purchase Preferred Stock owned by VASAIO in Ludwig Enterprises, Inc. (the “*Ludwig Preferred Stock*”) a Nevada corporation;

WHEREAS, pursuant to the SPA, shares of Ludwig Preferred Stock will be transferred by VASAIO to FOXO in exchange for shares of preferred stock of FOXO;

WHEREAS, as of the Effective Date, VASAIO owns 2,000,000 shares of Ludwig Preferred Stock; and

WHEREAS, the execution and delivery of this Agreement by VASAIO were material inducements to the willingness of FOXO to enter into the SPA to purchase the Ludwig Preferred Stock from VASAIO.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements set forth in the SPA and in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictions on VASAIO Shares; New Shares.

(a) Except with the written consent of FOXO and pursuant to the terms of this Agreement, VASAIO shall not, directly or indirectly, grant any proxies or powers of attorney with respect to any of the VASAIO Shares, deposit any of the VASAIO Shares into a voting trust, or enter into a voting agreement or similar arrangement or commitment with respect to any of the VASAIO Shares or make any public announcement that is in any manner inconsistent with Section 2.

(b) Except as otherwise provided herein, VASAIO shall not, in his capacity as a stockholder of the Company, directly or indirectly, take any unreasonable action that would make any representation or warranty contained herein untrue or incorrect or be reasonably expected to have the effect of impairing his ability to perform his obligations under this Agreement or preventing or delaying the consummation of any of the transactions contemplated hereby.

2. Agreement to Vote VASAIO Shares. Prior to the Expiration Time (as defined below), at every meeting of the stockholders of Ludwig, and at every adjournment or postponement thereof, and on every action or approval by written consent or resolution of the stockholders of Ludwig, VASAIO shall, to the extent permissible and consistent with Ludwig’s internal compliance policies (which may require abstention with respect to certain matters), vote, to the extent not voted by the person(s) appointed under the Proxy, the Ludwig Shares owned by it in such manner as is decided by FOXO in its sole and absolute discretion. Accordingly, during the term of this Agreement, VASAIO shall not vote or attempt to vote any of his respective shares of the Ludwig Preferred Stock, or otherwise exercise or attempt to exercise any voting or other approval rights of any of his respective shares of the Ludwig Preferred Stock, in contravention of the foregoing (other than any required abstention per VASAIO’s internal compliance policies), and any such prohibited exercise by VASAIO of voting or approval rights shall be void and of no force or effect.

3. Irrevocable Proxy. Concurrently with the execution and delivery of this Agreement, each of VASAIO shall deliver to FOXO a duly executed proxy in the form attached hereto as Exhibit A (the “Proxy”), which proxy is (and the parties hereby agree that it is) coupled with an interest sufficient in law to support an irrevocable proxy, and, until the Expiration Time, shall be irrevocable to the fullest extent permitted by law, with respect to each and every meeting of stockholders of Ludwig or action or approval by written resolution or consent of stockholders of Ludwig in accordance with Section 2 covering the total number of VASAIO Shares in respect of which VASAIO is entitled to vote at any such meeting or in connection with any such written consent. Upon the execution of this Agreement by VASAIO, (i) VASAIO hereby revokes any and all prior proxies (other than the Proxy) given by it with respect to the subject matter contemplated by Section 2, and (ii) VASAIO shall not grant any subsequent proxies with respect to such subject matter, or enter into any agreement or understanding with any person to vote or give instructions with respect to the VASAIO owned Shares in any manner inconsistent with the terms of Section 2, until after the Expiration Time.

4. Representations, Warranties and Covenants of VASAIO. VASAIO hereby represents, warrants and covenants to FOXO as follows:

(a) As of the Effective Date, he is the beneficial or record owner of, or exercises voting power over the VASAIO owned Shares set forth above. No person not a signatory to this Agreement has a beneficial interest in or a right to acquire or vote any of the VASAIO owned Shares. The VASAIO owned Shares owned by him are and will be at all times (absent the sale or conversion of any VASAIO owned Shares) up until the Expiration Time free and clear of any security interests, liens, claims, pledges, options, rights of first refusal, co-sale rights, agreements, limitations on his voting rights, charges and other encumbrances of any nature that would adversely affect the exercise or fulfillment of his rights and obligations under this Agreement or of the parties to this Agreement.

(b) VASAIO has all requisite power, capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by him and the consummation by him of the transactions contemplated hereby have been duly authorized by all necessary action, if any, on his part, and no other actions or proceedings on his part is necessary to authorize the execution and delivery by it of this Agreement and the consummation by him of the transactions contemplated hereby. This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by the other parties, constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally and to general principles of equity.

(c) The execution and delivery of this Agreement does not, and the performance by it of its agreements and obligations hereunder will not, conflict with, result in a breach or violation of or default under (with or without notice or lapse of time or both), or require notice to or the consent of any person under, any agreement, commitment, law, rule, regulation, judgment, order or decree to which it is a party or by which it is bound.

5. Further Assurances. Each party agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as the other parties may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

6. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, VASAI O hereby authorizes FOXO or its counsel to notify Ludwig's transfer agent that this Agreement places limits on the voting of the Ludwig Preferred Stock, subject to the provisions hereof and provided that any such notice required by the terms of this Agreement will immediately be withdrawn and terminated by FOXO following the Expiration Time or the earlier sale or conversion of any portion of the VASAI O owned Shares.

7. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on (i) the date of delivery, if delivered personally, by electronic transmission, or by commercial delivery service, or (ii) on the date of confirmation of receipt (or the next business day, if the date of confirmation of receipt is not a business day), if sent via facsimile (with confirmation of receipt), to the parties hereto at the address set forth for each party on the signature page hereof (or at such other address for a party as shall be specified by like notice).

(b) Interpretation. When a reference is made in this Agreement to sections or exhibits, such reference shall be to a section of or an exhibit to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the Effective Date. Unless the context of this Agreement otherwise requires:

(i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement.

(c) Specific Performance; Injunctive Relief. The parties hereto acknowledge that a party may be irreparably harmed and that there may be no adequate remedy at law for a violation of any of the covenants or agreements of any other party set forth herein or in the Proxy. Therefore, it is agreed that, in addition to any other remedies that may be available to such party upon any such violation of this Agreement or the Proxy, such party shall have the right to seek to enforce such covenants and agreements and the Proxy by specific performance, injunctive relief or any other means available to such party at law or in equity and each other party hereby waives any and all defenses that could exist in its favor in connection with such enforcement and waives any requirement for security or the posting of any bond in connection with such enforcement.

(d) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto; it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

(e) Entire Agreement; Non-assignability; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto (including, without limitation, the Proxy) (i) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) are not intended to confer, and shall not be construed as conferring, upon any person other than the parties hereto any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by a party without the prior written consent of the other parties, and any such assignment or delegation that is not consented to shall be null and void ab initio. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, any person to whom any VASAIOW owned Shares are sold, transferred or assigned). All authority conferred herein shall survive the death, dissolution or incapacity of a party and in the event of a party's death, dissolution or incapacity, any obligation of such party hereunder shall be binding upon the heirs, personal representatives, successors and assigns of such party.

(f) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the purposes of such void or unenforceable provision.

(g) Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts sitting in Palm Beach County, Florida, in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined in such courts.

(i) Termination. This Agreement shall terminate and shall have no further force or effect from and after the Expiration Time, and thereafter there shall be no liability or obligation on the part of either party, provided, that no such termination shall relieve any party from liability for any willful breach of this Agreement prior to such termination. For purposes of this Agreement, Expiration Time shall mean Closing of the SPA or 120 days from the date of signing the SPA.

(j) Amendment. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against which the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right hereunder.

(k) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the Effective Date.

FOXO:

FOXO TECHNOLOGIES, INC.

By:



Name: Seamus Lagan

Title: CEO

Address:

Vasaio Capital, Inc.:

By:



Name:

Title:

Address:

EXHIBIT B

**IRREVOCABLE PROXY
TO VOTE PREFERRED STOCK OF
LUDWIG ENTERPRISES, INC.**

The undersigned stockholder (“***Stockholder***”) of Ludwig Enterprises, Inc., a Nevada corporation (the “***Company***”), hereby irrevocably (to the fullest extent permitted by applicable law) appoints FOXO TECHNOLOGIES, INC. (“***FOXO***”), as the sole and exclusive attorney and proxy of the Stockholder, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the fullest extent that the Stockholder is entitled to do so) with respect to all of the Stockholder’s VASAIO owned Shares, (collectively, the “***Shares***”) in accordance with the terms of this Irrevocable Proxy and the Voting Agreement. Capitalized terms used but not otherwise defined in this Irrevocable Proxy shall have the meanings assigned to such terms in the Voting Agreement and Irrevocable Proxy dated on or about the date hereof among VASAIO and FOXO.

The Ludwig Preferred Stock beneficially owned by the Stockholder as of the date of this Irrevocable Proxy is listed on the final page of this Irrevocable Proxy. Upon the Stockholder’s execution of this Irrevocable Proxy, any and all prior proxies (other than this Irrevocable Proxy) given by the Stockholder with respect to the subject matter contemplated by this Irrevocable Proxy are hereby revoked with respect to such subject matter and the Stockholder agrees not to grant any subsequent proxies with respect to such subject matter or enter into any agreement or understanding with any person to vote or give instructions with respect to such subject matter in any manner inconsistent with the terms of this Irrevocable Proxy until after the Expiration Time.

Until the Expiration Time, this Irrevocable Proxy is irrevocable (to the fullest extent permitted by applicable law), is coupled with an interest sufficient in law to support an irrevocable proxy, and is granted pursuant to the Voting Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the Stockholder, at any time prior to the Expiration Time or the earlier sale or conversion of any portion of the VASAIO owned Shares, to act as the Stockholder’s attorney and proxy to vote his Ludwig Preferred Stock, and to exercise all voting and other rights of the Stockholder with respect to the VASAIO owned Shares (including, without limitation, the power to execute and deliver written consents), at every annual, special or adjourned meeting of the stockholders of Ludwig and in every written consent in lieu of such meeting in such manner as is decided by FOXO in its sole and absolute discretion. Accordingly, until the Expiration Time or the earlier sale or conversion of any portion of the VASAIO owned Shares, the Stockholder shall not vote or attempt to vote any of his respective shares of the VASAIO owned Shares, or otherwise exercise or attempt to exercise any consent, voting or other approval rights of any of his respective shares of the VASAIO owned Shares, in contravention of the foregoing, and any such prohibited exercise by the Stockholder of voting or approval rights shall be void and of no force or effect.

All authority herein conferred shall survive the dissolution or bankruptcy of the Stockholder and any obligation of the Stockholder hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the Stockholder. The power of attorney granted by the Stockholder herein is a durable power of attorney and shall survive the dissolution or bankruptcy of the Stockholder.

This Irrevocable Proxy is coupled with an interest as aforesaid and is irrevocable. This Irrevocable Proxy may not be amended or otherwise modified without the prior written consent of FOXO. This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Time.

Dated: October 22, 2026

Vasaio Capital, Inc.

By:

A handwritten signature in blue ink, consisting of stylized, cursive letters, likely representing the name of an authorized representative of Vasaio Capital, Inc.

NOTE PURCHASE AGREEMENT

By and Among

Thomas E. Terwilliger

and

FOXO Technologies Inc.

October 25, 2026

THIS NOTE PURCHASE AGREEMENT (this “Agreement”), dated as of October 25, 2026, is by and among **Thomas E. Terwilliger** (herein referred to as the “Seller”) and **FOXO Technologies Inc.**, a Delaware corporation (herein referred to as “FOXO”). The Seller, and FOXO are sometimes referred to herein collectively as the “Parties” and each individually as a “Party.”

WHEREAS, FOXO is a healthcare services and technology company that currently operates four synergistic divisions: epigenetic diagnostics, a rural hospital, mental and behavioural health facility and biosource collection and sale businesses.

FOXO is a fully compliant, reporting public company with all filings and financial information available at www.sec.gov

FOXO is currently traded on the OTC and has in July 2026 retained D. Boral Capital, LLC., as exclusive investment bankers to advise and assist the Company get re-listed on NYSE American (or alternative Stock Exchange) as soon as practical.

FOXO has initiated a Corporate Action to complete a reverse split of its common stock to qualify for a listing

FOXO has filed a confidential Draft Registration Statement (DRS) with the SEC and has received confirmation from the SEC on September 28th that this DRS can be made effective

FOXO has in October 2026 submitted an application to Nasdaq to have its common stock listed on a Nasdaq Exchange

WHEREAS, the Seller is the lawful registered owner and beneficiary of, and desires to sell, transfer, assign and convey to FOXO, all right, title and interest in and to in excess of \$1 million of Notes issued by Ludwig Enterprises, Inc., a Nevada corporation. (Ludwig), in exchange for the consideration and upon the terms and conditions set forth herein, the referenced notes payable exchange above specifically excludes approximately \$200,000 of debt owed to Seller under the category “accounts payable” in Ludwig; as well as additional monies paid by Thomas Terwilliger, individually, during approximately the past 3 months for the benefit of Ludwig being approximate \$50,000. The parties agree that the approximate \$50,000 will be reimbursed at closing and the approximate \$200,000 of accounts payable liabilities paid by or owed to Seller will be paid in additional consideration shares as described herein.

Ludwig is listed on the OTC and until August 19, 2026 was a fully reporting company with public filings and information until the company ceased to comply as a reporting company, available at www.sec.gov

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale of Notes

Subject to the terms and conditions of this Agreement, at the closing of the transaction contemplated hereby (the “Closing”), Seller shall sell to FOXO and FOXO shall purchase from the Seller, approximately \$1 million of Notes issued to Seller by Ludwig Enterprises, Inc. The Notes being sold and purchased will;

- i) Be free and clear of all liens, restrictions and encumbrances of every kind other than restrictions imposed solely by applicable securities laws;
 - ii) Include all rights, conversion rights, dividend rights, liquidation rights and other rights and preferences attaching thereto; and
-

- iii) Have full legal and beneficial title passing to FOXO at Closing.
- iv) Be 100% of the Notes issued by Ludwig to the Seller with the Seller having no further liability, right or entitlement to receive any additional consideration or Notes in Ludwig after closing except as disclosed to FOXO as part of this agreement regardless if additional interest or penalties is not included in the current estimated value of the Notes being sold.
- v) The above specifically excludes approximately \$200,000 of “accounts payable” as described above.
- vi) The above specifically excludes approximately \$50,000 which Seller has paid to maintain Ludwig during the past approximate 3 months, as described above.

1.2 FOXO is purchasing only the Purchased Notes from the Seller.

Nothing contained in this Note Purchase Agreement shall constitute an assumption, guarantee or undertaking by FOXO of any liability or obligation of Ludwig, including without limitation:

- promissory notes;
- convertible notes;
- warrants;
- accrued compensation;
- accounts payable
- taxes;
- litigation liabilities;
- regulatory liabilities;
- contingent liabilities; or
- Contractual obligations.

Any liability of Ludwig following signing this agreement and separate voting Proxys granting FOXO voting control of Ludwig before closing, shall remain a liability solely of Ludwig unless FOXO comes to agreement with any holder of debt or any other liability that results in settlement of that debt or liability by FOXO.

ARTICLE 2 PURCHASE CONSIDERATION

2.1 Consideration

The aggregate consideration payable by FOXO for the Purchased Notes shall be **US\$1 million**, payable as follows.

- i) \$250,000 cash payment paid at closing.
- ii) \$250,000 cash payment paid within 90 days of closing
- iii) 500,000 newly created FOXO Class F Convertible Preferred stock (the “**FOXO Consideration Shares**”) at closing.

Series F Preferred Stock will have the following terms included in the certificate of designation

- i) Series F Convertible Preferred Stock will have a stated value of \$1 (one dollar) per share.
 - ii) Voting rights of Series F Convertible Preferred Stock will be equal to the number of common shares the Preferred stock can be converted into
-

- iii) The conversion price of Series F Convertible Preferred Stock will be equal to the lower of (C1) the price at which common shares are sold in a public offering at the time of an up-listing to Nasdaq or (C2) the price at which common shares are sold in the most recent public offering prior to conversion if such price is lower than (C1) which reset expires six months after FOXO completes an up-listing to Nasdaq (Closing)
- iv) Conversion of Series F Preferred Stock will be limited to 8.33% in any one calendar month, of the value of Preferred Stock issued initially to the holder unless such restriction is waived in writing by FOXO

2.2 Registration Rights

FOXO shall use commercially reasonable efforts to cause the FOXO common stock underlying the FOXO Consideration Shares to be registered for resale under the Securities Act pursuant to an effective registration statement as soon as reasonably practicable following Closing

ARTICLE 3 CLOSING

Obligation to complete the Closing shall be subject to satisfaction or written waiver by FOXO of each of the following conditions.

3.1 FOXO shall be satisfied that

- i) the Notes being purchased are recorded in the books and records of Ludwig
- ii) all required transfer approvals for the Notes have been obtained;
- iii) Ludwig recognizes FOXO as the legal and beneficial holder of the Notes at Closing; and
- iv) no other agreement or instrument modifies the rights of the Notes as represented above

3.2 FOXO shall have satisfied itself with certain information including but not limited to the following regarding Ludwig Enterprises Limited

3.2.1

Capitalization and debt structure of Ludwig

- i) the number of common shares issued and outstanding;
- ii) the number of preferred shares issued and outstanding;
- iii) all other preferred securities;
- iv) options;
- v) warrants;
- vi) convertible notes;
- vii) convertible debt;
- viii) securities exchangeable for common stock;
- ix) contractual obligations to issue securities included in Notes or other agreements;
- x) voting agreements;
- xi) proxies; and
- xii) all other instruments capable of affecting voting power.

3.2.2

Any provision if applicable that could be triggered by:

- i) acquisition of the Notes by FOXO;
-

- ii) acquisition of control of Ludwig by FOXO;
- iii) changes to Ludwig's board;
- iv) any future financing by Ludwig; or
- v) a subsequent merger, recapitalization or asset transaction involving Ludwig and FOXO.

3.3 No Material Adverse Change

There shall have occurred no event between signing this agreement and Closing that materially impairs:

- i) the Notes
- ii) their conversion rights;
- iii) the principal assets and business of Ludwig as represented in publicly available information and SEC filings or other non-public information that has been provided by Ludwig.

3.5 Nasdaq Listing and Financing

FOXO's common stock shall have been approved for listing on Nasdaq and FOXO shall have completed a financing satisfactory to Foxo's Board of Directors

3.6 Other agreements

Closing of the Note purchase as described herein will be subject to and simultaneous with the Closing of the separate Share Purchase Agreement between the Seller and FOXO.

4. Closing

Closing shall occur on or after the date FOXO's common stock shall have been approved for listing on Nasdaq and FOXO shall have completed a public offering in conjunction with the up-listing (which public offering could be a number of days after FOXO's common stock starts trading on the Nasdaq Exchange), or such other date agreed by the Parties, following satisfaction or waiver of the conditions precedent.

5. Taxes

The Seller shall be responsible for its own taxes arising from receipt of the cash payment and FOXO Consideration Shares.

6. Governing Law

This Agreement and all disputes arising hereunder shall be governed by Delaware law, without giving effect to conflicts-of-law principles; provided, however, that matters concerning Ludwig's internal corporate affairs, validity of the Preferred Stock, voting rights, transfer registration and other matters governed mandatorily by Nevada corporate law shall be governed by Nevada law.

7. Entire Agreement

This Agreement and its schedules constitute the entire agreement among the Parties concerning the subject matter hereof.

8. Accredited investor

The Seller represents that they are an accredited investor as defined by the SEC and have sufficient financial and professional wherewithal to assess and access the risk of the transaction contemplated herein. The Seller also represents that they have reviewed all publicly information available and asked for and received answers to any inquiries they have with regard to FOXO, its business strategy and financial condition before completing this agreement and that no information sought has been incomplete or withheld.

9. Termination

This agreement can be terminated

- a. by FOXO in the event that any of Closing Conditions as defined Article 3 in this agreement are not met unless FOXO expressly waives such deficiency.
- b. by the Seller in the event that FOXO does not achieve a Nasdaq listing of its common stock or complete a public offering as contemplated in this agreement, within 120 days from signing unless the Seller expressly waives such deficiency.

10. Amendments

No amendment shall be effective unless in writing signed by FOXO, the affected Seller and, where the amendment affects its obligations, Ludwig.

11. Assignment

Seller may not assign its rights or obligations without FOXO's written consent.

FOXO may assign this Agreement or the Purchased Notes to a wholly owned subsidiary, provided FOXO remains responsible for its payment obligations.

12. Confidentiality and Announcements

No public announcement concerning this transaction shall be issued before the Parties agree upon its contents, except where disclosure is required by law, SEC rule or Nasdaq rule.

13. Counterparts and Electronic Signatures

This Agreement may be executed electronically and in counterparts.

14. The parties acknowledge and agree that Seller holds Ludwig common stock in CEDE and in Book form which are outside this agreement.

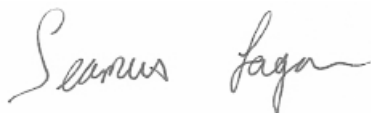
15. The parties acknowledge that Seller is not an officer nor director nor empowered to represent Ludwig and as such the corporate information contained herein is provided on a best knowledge basis.

Signature



On behalf of Seller
Thomas E. Terwilliger

Signature



On behalf of Purchaser
FOXO Technologies Inc.
