SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)

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)

11/23/2026

(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: This Amendment No. 1 (this "Amendment") amends and supplements the Schedule 13D filed by FOXO Technologies Inc. (the "Reporting Person") on October 29, 2026 (the "Original Schedule 13D"), with respect to the Common Stock, par value $0.001 per share, of Ludwig Enterprises, Inc. (the "Issuer"). Except as expressly amended or supplemented herein, the information contained in the Original Schedule 13D remains unchanged. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Original Schedule 13D.

Item 2. Identity and Background

(c) Item 2(c) of the Original Schedule 13D is hereby amended and supplemented to disclose that, effective November 23, 2026, Mark White, a director of FOXO, was appointed interim Chief Executive Officer of the Issuer. Mr. White has not been appointed to the Issuer's board of directors. Except as set forth in this Item 2(c), Item 2 of the Original Schedule 13D remains unchanged.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Original Schedule 13D is not amended by this Amendment and remains unchanged.

Item 4. Purpose of Transaction

Item 4 of the Original Schedule 13D is hereby amended and supplemented by superseding the portion of the seventh paragraph thereof beginning with "The Issuer's interim Chief Executive Officer has offered to resign from that position" and ending with "there can be no assurance that any of these changes will occur." in its entirety with the following:

On November 23, 2026, the Issuer and Mark White, a director of FOXO, entered into a consulting agreement pursuant to which Mr. White was appointed interim Chief Executive Officer of the Issuer, effective as of such date. The Issuer's previous Chief Executive Officer has transitioned to a vice president position with the Issuer. The appointment of Mr. White was independently approved by the Issuer's board of directors, and FOXO did not exercise its rights under the Voting Agreements to effect such appointment. Mr. White has not been appointed to the Issuer's board of directors.
Under the consulting agreement, Mr. White serves as an independent consultant to the Issuer for a fee of $7,500 per month. The fee accrues monthly and is payable only from (i) funding provided to the Issuer for that purpose by FOXO in connection with the transactions contemplated by the Purchase Agreements or (ii) the proceeds of a financing secured by the Issuer through Mr. White's efforts that the Issuer's board of directors determines to be adequate to fund the Issuer's business strategy and the accrued fee. If the transactions contemplated by the Purchase Agreements are terminated or abandoned, or the consulting agreement terminates before those transactions are completed, Mr. White has waived all accrued and unpaid fees. Mr. White is not entitled to any other compensation under the consulting agreement unless approved in writing by the Issuer's board of directors. FOXO is not a party to the consulting agreement and has not made any formal commitment to provide funding for Mr. White's fees. FOXO may, however, provide limited financial support to the Issuer to assist in maintaining its operations pending the closing of the transactions contemplated by the Purchase Agreements.

The transactions contemplated by the Purchase Agreements and the Note Purchase Agreement have not closed and remain subject to the applicable closing conditions described in the Original Schedule 13D. There have been no material changes to the Voting Agreements or FOXO's beneficial ownership of the Issuer's securities as previously reported.

Except as set forth above, Item 4 of the Original Schedule 13D remains unchanged, including the disclosure that FOXO may in the future seek other changes to the Issuer's board of directors or management and FOXO's other previously disclosed plans and proposals with respect to the Issuer.

Item 5. Interest in Securities of the Issuer

(a) Item 5 of the Original Schedule 13D is not amended by this Amendment and remains unchanged.

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

Item 6 of the Original Schedule 13D is not amended by this Amendment and remains unchanged.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Original Schedule 13D is not amended by this Amendment and remains unchanged. Exhibits 99.1 through 99.5 were previously filed with the Original Schedule 13D.

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: **11/25/2026**