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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

**FOXO Technologies Inc.**  
(Name of Issuer)

Class A Common Stock, \$0.0001 par value  
(Title of Class of Securities)

351471305  
Cusip Number

Rennova Health, Inc.  
400 S. Australian Avenue  
Suite 800  
West Palm Beach, Florida 33401  
Attn: Seamus Lagan  
(561) 855-1626

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

July 17, 2024  
(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §§ 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

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).

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1.	NAMES OF REPORTING PERSONS		
	Rennova Health, Inc.		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS)		
	00		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)		<input type="checkbox"/>
6.	CITIZENSHIP OR PLACE OF ORGANIZATION		
	Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER	
		1,023,629	
	8.	SHARED VOTING POWER	
		0	
	9.	SOLE DISPOSITIVE POWER	
		1,023,629	
	10.	SHARED DISPOSITIVE POWER	
		0	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	1,023,629		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		<input type="checkbox"/>
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	7.63% <sup>1</sup>		
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		
	CO		

<sup>1</sup> Based on 11,280,154 shares of Class A Common Stock issued and outstanding on June 27, 2024 as reported on FOXO Technologies Inc.'s Quarterly Report on Form 10-Q for the Three Months Ended March 31, 2024 and the additional 2,132,384 shares issued as reported in the Current Report on Form 8-K filed on July 23, 2024.

Item 1. Security and Issuer

This Schedule 13D relates to the Class A Common Stock, par value \$0.0001 per share (the “Class A Common Stock”), of FOXO Technologies Inc., a Delaware corporation (the “Issuer”), whose principal executive offices are located at 729 N. Washington Avenue, Suite 600, Minneapolis, Minnesota 55401.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed by Rennova Health, Inc., a Delaware corporation (“Rennova”).
- (b) The principal business address of Rennova is 400 S. Australian Avenue, Suite 800, West Palm Beach, Florida 33401.
- (c) Rennova is a publicly-traded (RNVA) provider of health care services.

Attached as Schedule A and incorporated herein by reference is information concerning each director and executive officer of Rennova (collectively, the “Related Persons”) which is required to be disclosed in response to Item 2 and General Instruction C to Schedule 13D.

(d) – (e) During the last five years, Rennova has not, and to the best of Rennova’s knowledge, none of the Related Persons has been, convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or formal 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.

Item 3. Source and Amount of Funds or Other Consideration.

On June 10, 2024, Rennova and its subsidiary, Myrtle Recovery Centers, Inc. (“Myrtle”), entered into a Stock Exchange Agreement (the “Myrtle Agreement”) with the Issuer pursuant to which Rennova agreed to exchange its equity interest in Myrtle for \$500,000. The transaction closed on June 14, 2024. The number of shares of Class A Common Stock issuable to Rennova under the Myrtle Agreement was determined by dividing \$500,000 by the volume weighted average price of the Class A Common Stock on the day prior to closing, which was \$0.23. Upon approval of the NYSE American, upon which the Class A Common Stock is listed, on July 17, 2024 Rennova was issued 1,023,629 shares of Class A Common Stock. Such shares represented \$235,434.67 of the purchase price. The remainder of the purchase price (\$264,565.33) is represented by a Note issued by the Issuer, which is payable in cash or, upon receipt of required approvals, including stockholder approval of the issuance under the rules of the NYSE American, in shares of Class A Common Stock. There is no guarantee that such stockholder approval will be received. The purchase price payable by the Issuer for Rennova’s equity interest in Myrtle is subject to certain post-closing adjustments as provided in the Myrtle Agreement.

Item 4. Purpose of Transaction

In addition to the Myrtle Agreement, on June 10, 2024 Rennova and its subsidiary Rennova Community Health, Inc. (“RCHI”), entered into a Stock Exchange Agreement (the “RCHI Agreement”) with the Issuer. Pursuant to the RCHI Agreement, Rennova’s equity interest in RCHI (which predominantly consists of Rennova’s critical access hospital, d/b/a Big South Fork Medical Center) will be exchanged for \$20 million of convertible preferred stock in the Issuer (subject to certain adjustments). Closing of the RCHI Agreement is subject to a number of conditions, including approval by the stockholders of each of Rennova and the Issuer. If the RCHI Agreement closes, Rennova expects that, with the shares of preferred stock issuable to Rennova (which will vote as a single class with the Class A Common Stock) and the shares of Class A Common Stock issued and issuable under the Myrtle Agreement, it will be the controlling stockholder of the Issuer. As part of its stockholder approval of the RCHI Agreement, the Issuer has agreed to seek stockholder approval to expand its Board of Directors to five members and that five persons proposed by Rennova (which shall include two current Issuer directors) be elected as directors of the Issuer and that all other directors of the Issuer be deemed to have been removed. There is no assurance that the RCHI Agreement will close, that any shares of preferred stock will be issued to Rennova or that there will be any change in the Board of Directors of the Issuer.

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Pending the closing of the RCHI Agreement, if it occurs, and afterwards if it does not, Rennova will continue to review its investment in the Issuer on a continuing basis. Any actions Rennova might undertake may be made at any time and from time to time without prior notice and will depend on Rennova's review of numerous factors, including, but not limited to, an ongoing evaluation of the Issuer's business, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; and other future developments.

Rennova may acquire additional securities of the Issuer or retain or sell all or a portion of the securities then held. In addition, Rennova, in addition to what is provided in the RCHI Agreement, may engage in discussions with management or the Board of Directors of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer to consider or explore extraordinary corporate transactions, such as a merger, reorganization, sales or acquisitions of assets or businesses, changes to the capitalization or dividend policy of the Issuer, or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board of Directors of the Issuer.

Item 5. Interest in Securities of the Issuer

(a) – (c) As of the date of this Schedule 13D, Rennova beneficially owns 1,023,629 shares of Class A Common Stock, representing 7.63% of the shares of Class A Common Stock outstanding (based on 11,280,154 shares of Class A Common Stock issued and outstanding on June 27, 2024 as reported on the Issuer's Quarterly Report on Form 10-Q for the Three Months Ended March 31, 2024 and the additional 2,132,384 shares issued as reported in the Current Report on Form 8-K filed on July 23, 2024). Rennova has sole power to vote and the sole power to dispose of such shares. To Rennova's knowledge, none of the Related Persons beneficially owns any Class A Common Stock. Except as described in Item 4, during the past 60 days, none of Rennova or, to Rennova's knowledge, none of the Related Persons has effected any transaction in the Class A Common Stock.

(d) Except as set forth in this Schedule 13D, no other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A Common Stock beneficially owned by Rennova.

(e) Not applicable.

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

Item 4 above summarizes certain provisions of the Myrtle Agreement and the RCHI Agreement and is incorporated herein by reference. In addition, the Issuer and Rennova entered into a Registration Rights Agreement in connection with the shares of Class A Common Stock issued to Rennova in connection with the Myrtle Agreement. This agreement grants certain piggyback registration rights to Rennova for such shares. A copy of each of the Myrtle Agreement, the RCHI Agreement and the Registration Rights Agreement is attached as an exhibit to this Schedule 13D and is incorporated herein by reference.

Except as set forth herein, none of Rennova or the Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
1	<a href="#"><u>Stock Exchange Agreement, dated as of June 10, 2024, among FOXO Technologies Inc., Myrtle Recovery Centers, Inc. and Rennova Health, Inc. (incorporated by reference to Exhibit 10.1 to Rennova's Current Report on Form 8-K filed with the SEC on June 17, 2024).</u></a>
2	<a href="#"><u>Consent and Waiver, dated as of June 25, 2024, among FOXO Technologies Inc., Myrtle Recovery Centers, Inc., and Rennova Health, Inc.</u></a>
3	<a href="#"><u>Stock Exchange Agreement, dated as of June 10, 2024, among FOXO Technologies Inc., Rennova Community Health, Inc. and Rennova Health, Inc. (incorporated by reference to Exhibit 10.2 to Rennova's Current Report on Form 8-K filed with the SEC on June 17, 2024).</u></a>
4	<a href="#"><u>Registration Rights Agreement, dated June 14, 2024, between FOXO Technologies Inc. and Rennova Health, Inc.</u></a>

**SIGNATURES**

After reasonable inquiry and to the best of the undersigned’s knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

**RENNOVA HEALTH, INC.**

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

August 5, 2024

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SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS

The names of the directors and the name and title of the executive officer of Rennova Health, Inc., and their principal occupations are set forth below. The business address of each of the directors and executive officer is 400 S. Australian Avenue, Suite 800, West Palm Beach, Florida 33401.

Name	Present Principal Employment	Citizenship
Seamus Lagan	Chief Executive Officer Rennova Health, Inc.	Ireland
Trevor Langley	Principal, Avanti Capital Group LLC	England
Gary L. Blum	Retired Lawyer	United States

## CONSENT AND WAIVER

This Consent and Waiver (this “**Consent and Waiver**”) dated as of June 25, 2024, by, between, and among FOXO Technologies Inc., a Delaware corporation (“**FOXO**”), Myrtle Recovery Centers, Inc., a Tennessee corporation (“**Myrtle**”), and Rennova Health, Inc., a Delaware corporation (“**Rennova**” or “**RHI**”). Each of FOXO, Myrtle and RHI is referred to herein individually as a “**Party**,” or collectively as the “**Parties**.”

WHEREAS, FOXO, Myrtle, and Rennova executed and delivered that certain SEA, dated as of June 10, 2024 (the “**SEA**”). Capitalized terms used by not otherwise defined in this Consent and Waiver have the meanings ascribed to them in the SEA;

WHEREAS, pursuant to Section 2.1 of the SEA, on the Closing Date, Rennova shall transfer to FOXO all of its equity interests of Myrtle (the “**Myrtle Shares**”), and Myrtle shall cause the Myrtle Shares to be issued in the name of FOXO;

WHEREAS, pursuant to Section 2.2 of the SEA, in consideration for the transfer of the Myrtle Shares, FOXO shall on the Closing Date and contemporaneously with such transfer of the Myrtle Shares to it by Rennova, pay Rennova \$500,000 (the “**Purchase Price**”), which payment shall be made: (a) by the issuance of a number of shares of FOXO Common Stock (the “**FOXO Shares**”);

WHEREAS, pursuant to Section 3.4(d) of the SEA, at the Closing FOXO must deliver irrevocable instructions to the transfer agent directing the issuance of the FOXO Shares;

WHEREAS, pursuant to Section 9.7 of the SEA, the obligations of Rennova and Myrtle under the SEA are subject to the FOXO Shares having been approved for listing on the NYSE MKT in accordance with all applicable rules and regulations, subject only to official notice of issuance;

WHEREAS, FOXO, Myrtle, and Rennova acknowledge and agree that, despite the transaction closing on June 14, 2024 and despite the best efforts of FOXO, and due to events beyond their individual or collective control, the FOXO Shares have yet to be issued due to the FOXO Shares having yet to be approved for listing on the NYSE MKT;

WHEREAS, having given consideration to the foregoing, FOXO, Myrtle, and Rennova agree that the provisions of Sections 2.2, 3.4(d), and 9.7 of the SEA shall be waived, and that FOXO, Myrtle, and Rennova shall consent to the FOXO Shares being issued post-Closing upon the approval for listing on the NYSE MKT; and

WHEREAS, pursuant to Section 12.7 of the SEA, no waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in the SEA shall be effective unless in writing.

**NOW, THEREFORE**, FOXO, Myrtle, and Rennova hereby agree as follows:

1. FOXO, Myrtle, and Rennova hereby waive any and all of the FOXO’s obligations with respect to the issuance of the FOXO Shares prior to Closing, including the requirements of Sections 2.2, 3.4(d), and 9.7 of the SEA.

2. In consideration of the waiver set forth above and except as set forth below, FOXO hereby agrees to use reasonable commercial efforts to issue to Rennova the FOXO Shares payable, post-Closing and upon the approval for listing on the NYSE MKT. In the event that NYSE determine the total number

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of shares payable cannot be issued prior to receipt of shareholder approval, FOXO agrees to issue the maximum number of shares permissible and provide a Note for the balance payable, that can be paid in cash at any time or in shares upon receipt of required approvals.

3. The consents and waivers set forth herein are limited precisely as written and shall not be deemed (a) to be a consent to, or waiver of, any other term or condition of the SEA or any of the agreements, instruments and documents referred to therein or executed in connection therewith or (b) to prejudice any contractual, legal or other right or rights which the undersigned may have or may have in the future under or in connection with the SEA or any agreements, instruments and documents referred to therein or executed in connection therewith. Except as set forth herein, the undersigned parties hereby reserve all of their rights and remedies under applicable law and under the SEA or any of the agreements, instruments and documents referred to therein or executed in connection therewith with respect to any matters other than those addressed in this Consent and Waiver.

4. The execution, delivery and performance by FOXO, Myrtle, and Rennova of this Consent and Waiver has been duly authorized by all necessary action on the part of FOXO, Myrtle, and Rennova. This Consent and Waiver has been duly executed by FOXO, Myrtle, and Rennova.

5. This Consent and Waiver and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Florida (without giving effect to any choice or conflict of law provisions), and any and all actions to enforce the provisions of this Consent and Waiver shall be brought in a court of competent jurisdiction in the State of Florida and in no other place.

6. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Consent and Waiver, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Consent and Waiver, the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

7. This Consent and Waiver is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

8. This Consent and Waiver shall be binding upon and inure to the benefit of the parties and their respective successors and assigns in accordance with the terms of the Consent and Waiver.

9. This Consent and Waiver may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmissions of any signed original document, or transmission of any signed facsimile document, shall constitute delivery of an executed original. At the request of any of the parties, the parties shall confirm facsimile transmission signatures by signing and delivering an original document.

10. By their signatures, the parties acknowledge that they have carefully read and fully understand the terms and conditions of this Consent and Waiver, that each party has had the benefit of counsel, or has been advised to obtain counsel, and that each party has freely agreed to be bound by the terms and conditions of this Consent and Waiver. To the extent that a party elects not to consult with such counsel, the party hereby waives any defense to inadequate representation by counsel.

*[Signature Page To Follow]*

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, each of the parties hereto has caused this Consent and Waiver to be executed and delivered on the respective day and year set forth below.

Date: June 25, 2024

**FOXO Technologies, Inc.**

By: 

Mark White, Interim CEO

Date: June 25, 2024

**Rennova Health, Inc.**

By: 

Seamus Lagan, Chief Executive Officer

Date: June 25, 2024

**Myrtle Recovery Centers, Inc.**

By: 

Seamus Lagan, Director

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## REGISTRATION RIGHTS AGREEMENT

This the Registration Rights Agreement dated June 14, 2024 (the “**Agreement**”) by and between Foxo Technologies Inc., a Delaware corporation (the “**Company**”) and Rennova Health, Inc., a Delaware corporation (“**Rennova**”). Terms used with initial capital letters are used as defined in Section 7 of this Agreement.

### Background

Rennova is acquiring on the date of this Agreement 1,119,955 shares of the Company’s Class A Common Stock (the “**Shares**”) pursuant to the Share Exchange Agreement dated June 10, 2024 by, between, and among the Company, Rennova, and Myrtle Recovery Centers, Inc., a Tennessee corporation. The Company is granting to Rennova certain rights to register the resales of the Shares when the Company is registering securities with the U.S. Securities Exchange Commission (“**SEC**”).

### Agreement

The Company and Rennova agree:

#### 1. Registration Rights.

(a) Right to Piggyback. Whenever the Company proposes to register any of its equity securities under the Securities Act (excluding registrations on Forms S-4 or S-8) and the registration form to be used may be used for the registration of the Shares, whether a sale for the Company’s own account or for selling security holders (a “Piggyback Registration”), the Company will give written notice to Rennova prior to the filing of the registration statement of the Company’s intention to effect such a registration and, subject to **Section 1(b)** below, will include in such registration all Shares with respect to which the Company has received written request for inclusion therein within ten (10) days after the sending of the Company’s notice.

(b) Priority. If a Piggyback Registration is an underwritten registration, and the managing underwriters advise the Company that, in their opinion, the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing, distribution method or probability of success of such offering, then the Company will include in such registration (i) first, the securities that the Company proposes to sell, (ii) second, securities the Company is required to register under agreements entered into in 2024 (or earlier) that are not subject to cutback, and (iii) third, Shares requested to be included either by Rennova and other Company securities requested to be included by other holders that have registration rights which in the opinion of such underwriters can be sold without adverse effect, pro rata among the holders of such securities on the basis of the number of such securities owned by each such holder. To facilitate the allocation of shares in accordance with the above provisions, the underwriters may round the number of shares allocated to any holder to the nearest one hundred (100) shares.

(c) Selection of Underwriters. If any Piggyback Registration is an underwritten offering, the selection of the investment banker(s) and manager(s) for the offering will be made by the Company, in its sole and absolute discretion.

(d) Withdrawal by Company. If, at any time after giving notice of its intention to register any of its securities as set forth in **Section 1(a)** and before the effective date of the registration statement filed in connection with such registration, the Company determines, for any reason, not to register

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such securities, the Company will give written notice of its determination to Rennova and will promptly return any materials provided by Rennova to the Company in connection with such registration.

2. [Reserved].

3. Registration Procedures.

(a) The Company will use commercially reasonable efforts to effect the registration and the sale of such Shares in accordance with the requirements of **Section 1** and the Company will:

(i) prepare and file with the SEC a registration statement with respect to the Shares that are to be included in the offering and thereafter use commercially reasonable efforts to cause such registration statement to become effective;

(ii) prepare and file with the SEC such amendments and supplements or take such other action to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for such period as will terminate when all of the securities covered by such registration statement during such period have been disposed of in accordance with the intended methods of disposition by the seller thereof set forth in such registration statement (but, in any event, not before the expiration of any longer period required under the Securities Act, or, if such registration statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sales of Shares by an underwriter or dealer), and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the seller thereof set forth in such registration statement;

(iii) furnish to Rennova such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), and such other documents as Rennova may reasonably request in order to facilitate the disposition of the Shares included in the registration statement;

(iv) use commercially reasonable efforts to register or qualify the Shares under such other securities or blue sky laws of such jurisdictions as Rennova reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Shares owned by Rennova, *except* that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction;

(v) unless the Company has suspended the offering under Section 3(b), notify Rennova, at any time when a prospectus relating to any Shares is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, at the request of Rennova the Company will prepare and furnish to Rennova a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Shares, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

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(vi) use commercially reasonable efforts to cause Shares covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller thereof to consummate the disposition of such Shares; and

(vii) cooperate with Rennova and each underwriter or agent participating in the disposition of Shares and their respective counsel in connection with any filings required to be made with the FINRA.

(b) At any time, if the Company reasonably believes that there is or may be in existence material nonpublic information or events involving the Company, the failure of which to be disclosed in the prospectus included in the registration statement could constitute a material misstatement or omission, then, upon written notice to Rennova and until Rennova receive copies of the supplemented or amended prospectus, such period not to exceed sixty (60) days (the "**Suspension Period**"), the Company may suspend the use or effectiveness of any registration statement (and Rennova hereby agrees not to offer or sell any Shares pursuant to such registration statement during the Suspension Period). If the Company exercises its right to delay or suspend the use or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective will be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of Rennova, which will not be unreasonably withheld. If so directed by the Company, Rennova will (i) not offer to sell any Shares pursuant to the registration statement during the period in which the delay or suspension is in effect after receiving notice of such delay or suspension and (ii) use commercially reasonable efforts to deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in Rennova's possession, of the prospectus relating to Shares current at the time of receipt of such notice.

4. **Registration Expenses.** All expenses incident to the filing of any Piggyback Registration and to the Company's performance of or compliance with this Agreement (all such expenses being herein called "**Registration Expenses**") will be borne or paid by the Company, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, fees and disbursements of counsel for the Company, and all independent certified public accountants, underwriters (excluding discounts and commissions), and other Persons retained by the Company, including, without limitation, the Company's internal expenses (e.g., salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or, if none are so listed, on a securities exchange. The Company will not be responsible for any discounts, commissions, transfer taxes or other similar fees incurred by Rennova in connection with the sale of the Shares.

5. **Indemnification.**

(a) The Company agrees to indemnify and hold harmless, to the full extent permitted by law, Rennova, its respective officers, directors, members, agents, and employees and each Person who controls Rennova (within the meaning of the Securities Act) against any and all losses, claims, damages, liabilities, joint or several, together with reasonable costs and expenses (including reasonable attorney's fees), to which such indemnified party may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of, are based upon, are caused by, or result from (i) any untrue or alleged untrue statement of material fact contained (A) in any registration statement, prospectus, or preliminary prospectus

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or any amendment thereof or supplement thereto, or (B) in any application or other document or communication (in this Section 5 collectively called an “**application**”) executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration statement under the “blue sky” or securities laws thereof, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will reimburse Rennova and each such director, officer, member, agent and employee for any legal or any other expenses incurred by them in connection with investigating or defending any such loss, claim, liability, action, or proceeding; *except* that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof), or expense arises out of, is based upon, is caused by, or results from an untrue statement or alleged untrue statement, or omission or alleged omission, made in such registration statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished to the Company by Rennova or other indemnified party expressly for use therein or by Rennova’s failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished Rennova with a sufficient number of copies of the same.

(b) In connection with any registration statement in which Rennova is participating, Rennova will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the full extent permitted by law, will indemnify and hold harmless the Company, and its directors, officers, members, agents, and employees and each other Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities, joint or several, together with reasonable costs and expenses (including reasonable attorney’s fees), to which such indemnified party may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of, are based upon, are caused by, or result from (i) any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or in any application, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such registration statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with written information prepared and furnished to the Company by Rennova expressly for use therein. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (except that the failure to give prompt notice will not impair any Person’s right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party), and (ii) unless in such indemnified party’s reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(c) The indemnifying party will not, except with the approval of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to each indemnified party of a release

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from all liability in respect to such claim or litigation without any payment or consideration provided by such indemnified party.

(d) If the indemnification provided for in this **Section 5** is unavailable to, or is insufficient to hold harmless, an indemnified party under the provisions above in respect to any losses, claims, damages, or liabilities referred to therein, then each indemnifying party will contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, or liabilities in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and of Rennova and any other sellers participating in the registration statement on the other hand in connection with the registration statement on the other in connection with the statement or omissions which resulted in such losses, claims, damages, or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of Rennova and any other sellers participating in the registration statement on the other hand will be determined by reference to, among other things, whether the untrue or alleged omission to state a material fact relates to information supplied by or relating to the Company or whether it relates to information supplied by or relating to Rennova or other sellers participating in the registration statement and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) The Company and Rennova agree that it would not be just and equitable if contribution pursuant to this **Section 5** were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, and liabilities referred to in the immediately preceding paragraph will be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(f) The indemnification and contribution by any such party provided for under this Agreement will be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract and will remain in full force and effect regardless of any investigation made or omitted by or on behalf of the indemnified party or any officer, director, employee or controlling Person of such indemnified party and will survive the transfer of securities.

#### **6. Participation in Underwritten Registrations.**

(a) No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriter(s); *except* that Rennova will not be required to sell more than the number of Shares that Rennova has requested the Company to include in any registration), and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, and other documents reasonably required under the terms of such underwriting arrangements.

(b) Each Person that is participating in any registration hereunder agrees that, upon receipt of any notice from the Company of the initiation of a Suspension Period, such Person will forthwith discontinue the disposition of its Shares pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus.

#### **7. Definitions.**

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“Board” means the board of directors of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations promulgated thereunder, all as amended, modified or supplemented from time to time.

“Person” means an individual, a corporation, a limited liability company, an association, a joint-stock company, a business trust or other similar organization, a partnership, a joint venture, a trust, an unincorporated organization or a government or any agency, instrumentality or political subdivision thereof.

“Securities Act” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations promulgated thereunder, all as amended, modified or supplemented from time to time.

“Shares” has the meaning set forth in the Background section

“Suspension Period” has the meaning set forth in **Section 3(b)**.

#### **8. Miscellaneous.**

(a) Amendment and Waiver. No modification, amendment, or waiver of any provision of this Agreement will be effective unless such modification, amendment, or waiver is approved in writing by the parties. The failure of any party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(b) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) Entire Agreement. Except as otherwise expressly set forth herein, this Agreement is the complete agreement and understanding among the parties related to the subject matter hereof.

(d) Successors and Assigns. Neither party may assign this Agreement without the consent of the other party. Subject to the foregoing, all of the terms and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

(e) Counterparts. This Agreement may be executed in any number of counterparts and delivered via facsimile or attachment to electronic mail, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

(f) Remedies. Any Person having rights under any provision of this Agreement will be entitled to enforce their rights under this Agreement specifically to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor; except that

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the parties hereto stipulate that the remedies at law of any party hereto in the event of any default or threatened default by any other party hereto in the performance of or compliance with the terms hereof are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced (without posting a bond or other security) by a decree for the specific performance thereof, whether by an injunction against violation thereof or otherwise.

(g) Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder will be in writing and will be deemed given (i) on the date established by the sender as having been delivered personally, (ii) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, or (iii) on the seventh day after the date mailed return receipt requested, postage prepaid with a confirming e-mail or phone call made when the notice is sent. Such communications, to be valid, must be addressed as follows:

If to FOXO at:	Foxo Technologies, Inc. 729 Washington Avenue N., Suite 600 Minneapolis, Minnesota 55401 Attention: Mark White, Interim CEO Email Address: <a href="mailto:mark@kr8.ai">mark@kr8.ai</a>
With an electronic copy (which will not constitute notice) to:	Business Legal Advisors, LLC Attention: Brian Higley, Esq. Email Address: <a href="mailto:brian@businesslegaladvisor.com">brian@businesslegaladvisor.com</a>
If to Rennova at:	Rennova Health, Inc. 400 South Australian Avenue, Suite 800 West Palm Beach, Florida 33401 Attention: Seamus Lagan Email Address: <a href="mailto:slagan@rennovahealth.com">slagan@rennovahealth.com</a>
With a copy (which will not constitute notice) to:	Shutts & Bowen LLP 200 South Biscayne Boulevard Suite 4100 Miami, Florida 33131 Attention: J. Thomas Cookson Email Address: <a href="mailto:jcookson@shutts.com">jcookson@shutts.com</a>

or to such other address or to the attention of such person or persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above will control.

(h) Applicable Law and Venue. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Florida (without giving effect to any choice or conflict of law provisions), and any and all actions to enforce the provisions of this Agreement shall be brought in a court of competent jurisdiction in the State of Florida and in no other place.

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(i) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(j) Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the state in which the Company's chief executive office is located, the time period will automatically be extended to the business day immediately following such Saturday, Sunday or legal holiday.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement on the day and year first above written.


**FOXO Technologies, Inc.**

Date: June 14, 2024

By:   
Mark White, Interim CEO

**Rennova Health, Inc.**

Date: June 14, 2024

By:   
Seamus Lagan, Chief Executive Officer

[Signature Page to Registration Rights Agreement]

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