UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): June 25, 2024

Rennova Health, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35141	68-0370244
(Commission File Number)	(I.R.S. Employer Identification No.)
400 S. Australian Avenue, Suite 800, West Palm Beach, Florida	33401
(Address of Principal Executive Offices)	(Zip Code)

(561) 855-1626
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered under Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed, on June 10, 2024 Rennova Health, Inc. (the "Company" or "Rennova") entered into two stock exchange agreements, each with FOXO Technologies Inc. ("FOXO").

The first agreement (the "Myrtle Agreement") provided for the Company to exchange all of its equity interest in its subsidiary, Myrtle Recovery Centers, Inc. ("Myrtle") for $500,000, payable in shares of FOXO's Class A Common Stock (the "FOXO Common Stock"). This transaction closed on June 14, 2024. On June 25, 2024, the parties to the Myrtle Agreement entered into a Consent and Waiver (the "Consent and Waiver"), pursuant to which FOXO issued 1,023,629 shares of FOXO Common Stock to the Company on July 17, 2024 (which was the date of approval of the NYSE American, upon which the FOXO Common Stock is listed). Such shares represented $235,434.67 of the purchase price. Pursuant to the Consent and Waiver, the remainder of the purchase price ($264,565.33) is represented by a Note issued by FOXO to the Company. The Note is due on demand and payable in cash or, upon receipt of required approval of the issuance under the rules of the NYSE American, in shares of FOXO Common Stock. There is no guarantee that such approval will be received.

The second agreement (the "RCHI Agreement") provided for the Company to exchange all of the outstanding shares of its subsidiary Rennova Community Health, Inc. ("RCHI") for 20,000 shares of a to be authorized Series A Cumulative Convertible Redeemable Preferred Stock (the "FOXO Preferred Stock"). Closing of the RCHI Agreement was subject to a number of conditions. On September 10, 2024, the parties to the RCHI Agreement entered into an Amended and Restated Securities Exchange Agreement (the "Amendment") which revised the consideration payable to the Company from shares of FOXO Preferred Stock to $100. In addition, RCHI issued to the Company a senior secured note in the principal amount of $22,000,000 (subject to adjustment) (the "RCHI Note"). The RCHI Note matures on September 10, 2026 and accrues

interest on any outstanding principal amount at the rate of 8% per annum for the first six months, increasing to 12% per annum thereafter. Upon an event of default, the interest rate shall increase to 20% per annum. The RCHI Note requires principal repayments equal to 10% of the free cash flow (net cash from operations less capital expenditures) from RCHI and its subsidiary Scott County Community Hospital, Inc. ("Scott County"). The RCHI Note will be reduced by payment of 25% of any net proceeds from sales of equity or assets by FOXO.

The RCHI Note is guaranteed by FOXO and Scott County, pursuant to the terms of a Guaranty Agreement (the "Guaranty"). The RCHI Note is also secured by the assets of RCHI and Scott County pursuant to a Security and Pledge Agreement (the "RCHI Pledge Agreement") and by the "Collateral" owned by FOXO as provided in the Security and Pledge Agreement with FOXO (the "FOXO Pledge Agreement"). The Amendment also provides that the Company may at any time request that FOXO seek approval of its shareholders of the issuance of FOXO Common Stock upon conversion in full of the shares of FOXO Series A Preferred Stock issuable upon exchange of the RCHI Note. At any time after receipt of such approval, the Company shall have the option to exchange, in whole or in part, the RCHI Note for shares of FOXO Series A Preferred Stock. Upon any such exchange, the Company will receive the equivalent of $1.00 stated value of FOXO Series A Preferred Stock for each $1.00 of the aggregate of principal and accrued and unpaid interest, liquidated damages and/or redemption proceeds (or any other amounts owing under the RCHI Note) being exchanged.

Also, pursuant to the Amendment, FOXO expanded the size of its Board of Directors to five, and their Board elected Seamus Lagan and Trevor Langley to fill the vacancies on September 10, 2024. Mr. Lagan is the Chief Executive Officer and a director of Rennova and Mr. Langley is a director of Rennova.

The foregoing descriptions of the Consent and Waiver, Amendment, RCHI Note, Guaranty, RCHI Pledge Agreement, and FOXO Pledge Agreement do not purport to be complete and are qualified by reference to such agreements, copies of which are filed as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Consent and Waiver, dated as of June 25, 2024, among FOXO Technologies Inc., Myrtle Recovery Centers, Inc. and Rennova Health, Inc.
10.2	Amended and Restated Stock Exchange Agreement, dated as of September 10, 2024, among FOXO Technologies Inc., Rennova Community Health, Inc. and Rennova Health, Inc.
10.3	Senior Secured Note, dated September 10, 2024, issued by Rennova Community Health, Inc.
10.4	Guaranty Agreement, dated as of September 10, 2024, made by FOXO Technologies Inc. and Scott County Community Hospital, Inc. in favor of Rennova Health, Inc.
10.5	Security and Pledge Agreement, dated as of September 10, 2024, by Rennova Community Health, Inc. and Scott County Community Hospital, Inc. in favor of Rennova Health Inc.
10.6	Security and Pledge Agreement, dated as of September 10, 2024, by FOXO Technologies Inc. in favor of Rennova Health, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of obtaining approval of the stockholders of the Company of the RCHI transaction (the "Stockholder Approval"). In connection with obtaining the Stockholder Approval, the Company will file with the Securities and Exchange Commission (the "SEC") and furnish to the Company's stockholders a proxy or information statement and other relevant documents. This communication does not constitute a solicitation of any vote or approval. BEFORE MAKING ANY VOTING DECISION, THE COMPANY'S STOCKHOLDERS ARE URGED TO READ ALL DOCUMENTS IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE AND/OR FILED WITH THE SEC IN CONNECTION WITH THE STOCKHOLDER APPROVAL OR INCORPORATED BY REFERENCE IN SUCH DOCUMENTS BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TRANSACTION. Stockholders will be able to obtain free copies of all such documents containing important information about the Company once such documents are filed with the SEC, through the website maintained by the SEC at http://www.sec.gov.

Participants in the Solicitation

The Company and its executive officers, directors, other members of management and employees may be deemed, under SEC rules, to be participants in the solicitation of proxies from the Company's stockholders with respect to the RCHI transaction. Information regarding the executive officers and directors of the Company is set forth in its filings with the SEC, including its prospectus dated May 12, 2023. More detailed information regarding the identity of potential participants, and their direct or indirect interests, by securities holdings or otherwise, will be set forth in the proxy or information statement and other materials to be filed with the SEC in connection with the transaction.

SIGNATURES

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

Date: September 20, 2024

RENNOVA HEALTH, INC.

By: */s/ Seamus Lagan*
Seamus Lagan
Chief Executive Officer
(principal executive officer)

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

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*]

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.

FOXO Technologies, Inc.

Date: June 25, 2024

By: _____
Mark White, Interim CEO

Rennova Health, Inc.

Date: June 25, 2024

By: _____
Seamus Lagan, Chief Executive Officer

Myrtle Recovery Centers, Inc.

Date: June 25, 2024

By: _____
Seamus Lagan, Director

Exhibit 10.2

AMENDED AND RESTATED STOCK EXCHANGE AGREEMENT

THIS AMENDED AND RESTATED STOCK EXCHANGE AGREEMENT (this "**Agreement**") dated as of September 10, 2024, is by and among FOXO Technologies Inc., a Delaware corporation ("**FOXO**"), Rennova Community Health, Inc., a Florida corporation ("**RCHI**"), and Rennova Health, Inc., a Delaware corporation ("**Rennova**" or "**RHI**"). Each of FOXO, RCHI and RHI is referred to herein individually as a "**Party**," or collectively as the "**Parties**." For purposes of this Agreement, all dollar amounts are in U.S. dollars.

WITNESSETH:

WHEREAS, Rennova owns all of the issued and outstanding shares of common stock, par value $0.01 per share (the "**RCHI Common Stock**"), of RCHI.

WHEREAS, RCHI owns all of the issued and outstanding shares of common stock, par value $0.01 per share (the "**Scott County Common Stock**"), of Scott County Community Hospital, Inc., a Tennessee corporation (DBA Big South Fork Medical Center ("**BSF**")), that operates a critical access rural hospital at 18797 Alberta Street, Oneida, Tennessee 37841;

WHEREAS, FOXO desires to acquire all of Rennova's equity interests in RCHI and Rennova desires to sell to FOXO all of Rennova's equity interests in RCHI in an acquisition transaction through the sale to FOXO of all of Rennova's equity interest in RCHI through the exchange of all of the equity interests of RCHI owned by Rennova for the Cash Consideration (as hereinafter defined) and the Senior Secured Promissory Note in the form attached as **Exhibit A** (the "**Note**") to be issued by RCHI and guaranteed by FOXO and Scott County Community Hospital, Inc., a Tennessee corporation ("**Scott County**"), pursuant to the Guaranty (the "**Guaranty**") in the form attached as **Exhibit B** (the "**Exchange**");

WHEREAS, the respective Boards of Directors of FOXO and Rennova have approved this Agreement and declared advisable the Exchange upon the terms and subject to the conditions of this Agreement, and in accordance with corporate laws of the State of Delaware applicable to for-profit corporations (the General Corporation Law of the State of Delaware (the "**DGCL**"));

WHEREAS, on June 10, 2024, the Parties entered into the Stock Exchange Agreement (the "**Original Agreement**"); and

WHEREAS, the Parties wish to enter into this Agreement to amend and restate the Original Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I.
ADOPTION OF AGREEMENT

1.1 The Exchange. Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the Closing (as defined in Section 3.1 herein), in accordance with the relevant provisions of the DGCL, the Parties shall consummate the Exchange. Upon completion of the Exchange, RCHI will become a wholly-owned subsidiary of FOXO.

ARTICLE II.
EXCHANGE OF SHARES

2.1 Transfer of Outstanding RCHI Shares to FOXO. On the Closing Date, Rennova shall transfer to FOXO all of its equity interests of RCHI (the "**RCHI Shares**"), and RCHI shall cause the RCHI Shares to be issued in the name of FOXO.

2.2 Purchase Price and RCHI Shares. In consideration for the transfer of the RCHI Shares pursuant to Section 2.1 hereof, on the Closing Date (as defined below) and contemporaneously with such transfer of the RCHI Shares to it by Rennova: (i) RCHI shall deliver to Rennova the Note, and (ii) FOXO shall deliver to Rennova, by wire transfer to an account designed by Rennova, $100.00 (the "**Cash Consideration**"). If the earnings before interest, taxes, depreciation and amortization ("**EBITDA**") indicated in the audited financial statements of RCHI varies by more than 10% from the RCHI Financial Statements (as defined below), the principal amount of the Note shall increase or decrease on a dollar for dollar basis. For the avoidance of doubt, a $100,000 change in the EBITDA number will result in a $100,000 adjustment. In the event that FOXO, at any time from June 10, 2024 and during the twelve months thereafter, enters into an agreement or settlement agreement with any pre-existing holder of debt or other liability owed by FOXO in excess of $5,000,000 (cumulative) then the principal amount of the Note shall increase on a dollar for dollar basis for the aggregate settlement amount above $5,000.000. For the avoidance of doubt, if FOXO makes payment of $6,000,000 as settlement for pre-existing liabilities then the principal amount of the Note shall increase by $1,000,000.

2.3 [Reserved].

ARTICLE III.
CLOSING

3.1 Closing Date. The closing of the Exchange and the consummation of the other transactions contemplated by this Agreement (the "**Closing**") shall take place electronically and at a time mutually agreed by the Parties (the "**Closing Date**").

3.2 Execution of Exchange Documents. On the Closing Date, the Parties shall cause the Exchange to be consummated by filing any required or related certificates in such form as required by, and executed in accordance with, the relevant provisions of the DGCL. The Exchange shall be effective as of the Closing Date.

3.3 Rennova Closing Deliverables. On or prior to Closing, Rennova must deliver to FOXO the following items to consummate the Closing of this Agreement:

(a) Resolutions of the Board of Directors of Rennova and its shareholders approving and authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby, including the Exchange;

(b) Evidence of transfer of the RCHI Shares from Rennova to FOXO on the transfer books of RCHI;

(c) Unaudited consolidated financial statements (balance sheet as of December 31, 2023 and profit and loss statements for the years ended December 31, 2023 and 2022) of RCHI (the "**RCHI Financial Statements**");

(d) All leases of RCHI and its Subsidiaries;

(e) A certificate dated the Closing Date, executed by an officer of Rennova, that all conditions set forth in Article VIII have been satisfied;

(f) [Reserved];

(g) [Reserved]; and

(h) All other instruments and documents that FOXO or its counsel, in the reasonable exercise of their reasonable discretion, shall deem to be necessary: (i) to fulfill any obligation required to be fulfilled by Rennova on the Closing Date; and (ii) to evidence satisfaction of any conditions to Closing.

3.4 FOXO Deliverables. At the Closing, FOXO must deliver the following items to consummate the Closing of this Agreement:

(a) A certificate dated the Closing Date, executed by an officer of FOXO, that all conditions set forth in Article IX have been satisfied;

(b) Resolutions of the Board of Directors of FOXO approving and authorizing the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and thereby, including the Exchange;

(c) Stock certificates representing all of the outstanding shares of capital stock of RCHI and Scott County and executed blank stock powers;

(d) [Reserved];

(e) [Reserved];

(f) [Reserved].

(g) The Cash Consideration;

(h) The Guaranty executed by FOXO;

(i) A Security and Pledge Agreement in the form attached as **Exhibit C** (the "**FOXO Security Agreement**") executed by FOXO;

(j) An executed Secretary's Certificate of FOXO, in form acceptable to Rennova, attaching and certifying the effectiveness of resolutions adopted by the Board of Directors of FOXO (A) expanding the size of the Board of Directors to five members, and (B) electing Seamus Lagan and Trevor Langley to fill such vacancies; and

(k) All other instruments and documents that Rennova or its counsel, in the reasonable exercise of their reasonable discretion, shall deem to be necessary: (i) to fulfill any obligation required to be fulfilled by FOXO on the Closing Date; and (ii) to evidence satisfaction of any conditions to Closing;

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF FOXO

FOXO represents and warrants to Rennova and RCHI that all of the statements contained in this ARTICLE IV are true as of the date of this Agreement (or, if made as of a specified date, as of such date) except as otherwise provided in this Agreement.

4.1 Due Incorporation; Foreign Qualification. FOXO is a corporation duly organized and validly existing under the laws of the State of Delaware, with all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being owned, leased, operated and conducted. True, correct and complete copies of the Certificate of Incorporation and Bylaws of FOXO have been delivered to Rennova through the FOXO SEC Reports (as defined below). Except as disclosed in the FOXO SEC Reports, FOXO does not have any wholly or partially owned Subsidiaries and does not own any economic, voting or management interests in any other Person. FOXO is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in or cause a FOXO Material Adverse Effect.

4.2 Due Authorization. FOXO has full power and authority to enter into this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by FOXO of this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party have been duly and validly approved and authorized by the Board of Directors of FOXO and no other actions or proceedings on the part of FOXO is necessary to authorize this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party and the transactions contemplated hereby and thereby, other than the consent of its shareholders. FOXO has duly and validly executed and delivered this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party. This Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party constitutes the legal, valid and binding obligation of FOXO, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or other laws from time to time in effect which affect creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Consents; Non-Contravention.

(a) Except for the filing of the Certificate of Designation of the Series A Preferred Stock and filings required by applicable federal and state securities laws, no Permit, consent, authorization or approval of, or filing or registration with, any Governmental Authority or any other Person not a party to this Agreement, is necessary in connection with the execution, delivery and performance by FOXO of this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party or the consummation of the transactions contemplated hereby or thereby, or for the lawful continued operation by FOXO following Closing Date of the business currently conducted by FOXO.

(b) The execution, delivery and performance by FOXO of this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party does not and will not (A) violate any Law or the articles of incorporation or bylaws of FOXO or (B) except as would not result in or cause a FOXO Material Adverse Effect, (i) violate or conflict with, result in a breach or termination of, or constitute a default (or a circumstance which, with or without notice or lapse of time or both, would constitute a default) under any material Contract or Permit; (ii) give any third party any additional right (including a termination right) under, permit cancellation of, or result in the creation of any Lien (except for any Lien for taxes not yet due and payable) upon any of the assets or properties of FOXO under any material Contract to which FOXO is a party or by which FOXO or any of its assets or properties are bound; (iii) permit the acceleration of the maturity of any indebtedness of FOXO or indebtedness secured by FOXO's assets or properties; or (iv) except as disclosed in the FOXO SEC Reports result in the activation of any anti-dilution rights or a reset or repricing of any debt or security instrument of any creditor or equity holder of FOXO.

4.4 Capitalization. The authorized capital stock of FOXO consists of 500,000,000 shares of FOXO Common Stock and 10,000,000 shares of FOXO Preferred Stock. There are issued and outstanding 13,631,554 shares of FOXO Common Stock and no shares of FOXO Preferred Stock. All of the issued and outstanding shares of FOXO Common Stock are validly issued, fully paid and non-assessable and the issuance thereof was not subject to preemptive rights or was issued in compliance therewith. No shares of FOXO's capital stock are subject to preemptive rights or any other similar rights or any Liens or encumbrances suffered or permitted by FOXO. The FOXO Common Stock is listed on the NYSE MKT. As of the date hereof, except as disclosed in the FOXO SEC Reports, (i) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of FOXO or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which FOXO or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of FOXO or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of FOXO or any of its Subsidiaries, (ii) there are no agreements or arrangements under which FOXO or any of its Subsidiaries is obligated to register the sale of any of their securities under the Securities Act (except the Registration Rights Agreement), (iii) there are no outstanding securities or instruments of FOXO or any of its Subsidiaries which contain any redemption or similar provision, and there are no contracts, commitments, understandings or arrangements by which FOXO or any of its Subsidiaries is or may become bound to redeem a security of FOXO or any of its Subsidiaries, and (iv) FOXO does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement.

4.5 [Reserved].

4.6 SEC Reports; Financial Statements. To the Knowledge of FOXO, it has filed all reports, schedules, forms, statements and other documents required to be filed by FOXO under the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), including pursuant to Section 13(a) or 15(d) thereof, for the two (2) years preceding the date hereof (or such shorter period as FOXO was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "**FOXO SEC Reports**"). As of their respective dates, to the Knowledge of FOXO, the FOXO SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the FOXO SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. To the Knowledge of FOXO, the consolidated financial statements of FOXO included in the FOXO SEC Reports (the "**FOXO Financial Statements**") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP (except (i) as may be otherwise indicated in the FOXO Financial Statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and, to the Knowledge of FOXO, fairly present in all material respects the financial position of FOXO on a consolidated basis as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

4.7 Liabilities. To the Knowledge of FOXO, there are no liabilities of FOXO, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of FOXO, its agents or servants occurring prior to or during the periods covered by the FOXO Financial Statements which are not disclosed by or reflected in the FOXO Financial Statements. To the Knowledge of FOXO, there are no circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may hereafter give rise to liabilities, except in the normal course of business of FOXO.

4.8 Material Changes; Undisclosed Events, Liabilities or Developments. Since the period covered by the FOXO Financial Statements, to the Knowledge of FOXO, unless disclosed in the FOXO SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected, individually or in the aggregate, to result in or cause a FOXO Material Adverse Effect, (ii) FOXO has not incurred any liabilities (contingent or otherwise) other than trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, (iii) FOXO has not altered its method of accounting, (iv) FOXO has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (v) FOXO has not issued any equity securities to any officer, director or Affiliate. FOXO has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any bankruptcy or similar law nor does FOXO have any Knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy or similar proceedings.

4.9 Taxes. To the Knowledge of FOXO, all federal, state, foreign, county, and local income, withholding, profits, franchise, occupation, property, sales, use, gross receipts and other taxes (including any interest or penalties relating thereto) and assessments which are due and payable by FOXO and its Subsidiaries have been duly reported, fully paid and discharged, and there are no unpaid taxes which are, or could become a Lien on the properties and assets of FOXO or its Subsidiaries, except as provided for in the FOXO Financial Statements, or have been incurred in the normal course of business of FOXO since that date. All tax returns of any kind required to be filed by FOXO and its Subsidiaries have been filed and the taxes paid. There are no disputes as to taxes of any nature payable by FOXO or its Subsidiaries.

4.10 Patents and Trademarks. FOXO has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with its business and which the failure to so have could have or cause a FOXO Material Adverse Effect (collectively, the "**FOXO Intellectual Property Rights**"). FOXO has no Knowledge and has not received a notice (written or otherwise) that any of the FOXO Intellectual Property Rights used by FOXO violates or infringes upon the rights of any Person. To the Knowledge of FOXO, all such FOXO Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the FOXO Intellectual Property Rights. FOXO has taken reasonable security measures to protect the secrecy, confidentiality and value of all of its intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have or cause a FOXO Material Adverse Effect.

4.11 Litigation. Except as disclosed in the FOXO SEC Reports, there are no actions, suits, arbitrations, regulatory proceedings or other litigation, proceedings or governmental investigations pending or, to the Knowledge of FOXO, threatened against FOXO or any of its officers or directors in their capacity as such, or any of its properties or businesses, and FOXO has no Knowledge of any facts or circumstances which may reasonably be likely to give rise to any of the foregoing that would result in or cause a FOXO Material Adverse Effect. FOXO is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any court or other Governmental Authority. FOXO has not entered into any agreement to settle or compromise any proceeding pending or threatened in writing against it which has involved any obligation for which FOXO or its properties or business has any continuing obligation. There are no claims, actions, suits, proceedings, or investigations pending or, to the Knowledge of FOXO, threatened by or against FOXO with respect to this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party, or in connection with the transactions contemplated hereby or thereby, and FOXO has no reason to believe there is a valid basis for any such claim, action, suit, proceeding or investigation.

4.12 Consents and Approvals. FOXO has obtained all consents and approvals required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which FOXO is, or RCHI or BSF will be (as of and after the Closing) a party.

4.13 Brokers. Neither FOXO nor any of its agents or representatives has retained any finder, broker, agent, financial advisor or other intermediary in connection with the transactions contemplated by this Agreement.

4.14 Board Approval. The Board of Directors of FOXO, by unanimous written consent, duly adopted resolutions: (a) approving and declaring advisable this Agreement, the Exchange and the transactions contemplated hereby; (b) determining that the terms of the Exchange are fair to and in the best interests of FOXO and its shareholders; (c) adopting this Agreement, (d) recommending that this Agreement be approved by the shareholders, and (e) directing that this Agreement be submitted to the shareholders of FOXO for approval, which resolutions have not been modified, supplemented or rescinded and remain in full force and effect.

4.15 Completion of Due Diligence. Prior to Closing, FOXO or its representatives was granted access to all the facilities, properties, books, Contracts, commitments and records of Rennova and RCHI reasonably requested by FOXO or its representatives, and FOXO was furnished with any and all information concerning Rennova and RCHI which FOXO or its representatives reasonably requested. FOXO (i) is acquiring the RCHI Shares as principal for its own account and not with a view to or for distributing or reselling such RCHI Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such RCHI Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other Persons to distribute or regarding the distribution of such RCHI Shares in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting FOXO's right to sell the RCHI Shares at any time in compliance with applicable federal and state securities laws), (ii) is an "accredited investor" as that term is defined in Rule 501(a)(3) of Regulation D promulgated under the Securities Act, and (iii) understands that the RCHI Shares may be offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that Rennova is relying in part upon the truth and accuracy of, and FOXO's compliance with, the representations, warranties, agreements, acknowledgments and understandings of FOXO set forth herein in order to determine the availability of such exemptions and the eligibility of FOXO to acquire the RCHI Shares.

4.16 Disclosure. All of the disclosure furnished by or on behalf of FOXO to Rennova regarding FOXO, its business and the transactions contemplated hereby, including the disclosure schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V.
REPRESENTATIONS OF RENNOVA AND RCHI

Rennova and RCHI, jointly and severally, represent and warrant to FOXO that all of the statements contained in this ARTICLE V are true as of the date of this Agreement (or, if made as of a specified date, as of such date) except as otherwise provided in this Agreement.

5.1 Due Incorporation; Foreign Qualification. Rennova is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being owned, leased, operated and conducted. True, correct and complete copies of the Articles of Incorporation and Bylaws of Rennova have been delivered to FOXO. Rennova owns all of the equity interests of RCHI. Rennova is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in or cause a Rennova Material Adverse Effect.

RCHI is a corporation duly organized and validly existing and its status is active under the laws of the State of Florida, with all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being owned, leased, operated and conducted. True, correct and complete copies of the Articles of Incorporation and Bylaws of RCHI have been delivered to FOXO. RCHI is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in or cause a Rennova Material Adverse Effect.

BSF is a corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee, with all requisite power and authority to own, lease, and operate its properties and to carry on its business as it is now being owned, leased, operated and conducted. True, correct and complete copies of the Articles of Incorporation and Bylaws of BSF have been delivered to FOXO. RCHI owns all of the equity interests of BSF. BSF is dully qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in or cause a Rennova Material Adverse Effect.

5.2 Due Authorization. Each of Rennova and RCHI has full power and authority to enter into this Agreement and the other Transaction Documents to which Rennova is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each of Rennova and RCHI of this Agreement and the other Transaction Documents to which Rennova is a party have been duly and validly approved and authorized by its Board of Directors, and, except for the approval of the shareholders of Rennova, no other actions or proceedings on the part of Rennova or RCHI is necessary to authorize this Agreement and the other Transaction Documents to which Rennova is a party and the transactions contemplated hereby and thereby. Each of Rennova and RCHI has duly and validly executed and delivered this Agreement and the other Transaction Documents to which Rennova is a party. This Agreement and the other Transaction Documents to which Rennova is a party constitutes the legal, valid and binding obligation of each of Rennova and RCHI enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or other laws from time to time in effect which affect creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3 Consents; Non-Contravention.

(a) Except for the approval of the shareholders of Rennova and filings required by applicable federal and state securities laws, no Permit, consent, authorization or approval of, or filing or registration with, any Governmental Authority or any other Person not a party to this Agreement and the other Transaction Documents to which Rennova is a party, that has not been provided at closing, is necessary in connection with the execution, delivery and performance by Rennova or RCHI of this Agreement and the other Transaction Documents to which Rennova is a party or the consummation of the transactions contemplated hereby or thereby.

(b) The execution, delivery and performance by Rennova and RCHI of this Agreement and the other Transaction Documents to which Rennova is a party do not and will not (A) violate any Law or the articles of incorporation or bylaws of Rennova or RCHI, or (B) except as would not result in a Rennova Material Adverse Effect; (i) violate or conflict with, result in a breach or termination of, or constitute a default (or a circumstance which, with or without notice or lapse of time or both, would constitute a default) under any material Contract or Permit; (ii) give any third party any additional right (including a termination right) under, permit cancellation of, or result in the creation of any Lien (except for any Lien for taxes not yet due and payable) upon any of the assets or properties of Rennova or RCHI under any material Contract to which Rennova or RCHI is a party or by which Rennova or RCHI or any of their assets or properties are bound; (iii) permit the acceleration of the maturity of any indebtedness of Rennova or RCHI or indebtedness secured by such entity's assets or properties; or (iv) result in the activation of any anti-dilution rights or a reset or repricing of any debt or security instrument of any creditor or equity holder of Rennova or RCHI, except as provided for in this Agreement and the other Transaction Documents to which Rennova is a party.

5.4 Capitalization. The authorized capital stock of RCHI consists of 100 shares of RCHI Common Stock and no shares of preferred stock. As of the date of this Agreement and Closing, there are issued and outstanding 100 shares of RCHI Common Stock. Rennova is the owner of record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all of the outstanding shares of RCHI Common Stock. The authorized capital stock of BSF consists of 100 shares of common stock, par value $0.01 per share (the "BSF Common Stock"), and no shares of preferred stock. As of the date of this Agreement and Closing, there are issued and outstanding 100 shares of BSF

Common Stock. RCHI is the owner and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all of the outstanding shares of BSF Common Stock. All of the issued and outstanding shares of RCHI Common Stock and BSF Common Stock are validly issued, fully paid and non-assessable and the issuances thereof were not subject to preemptive rights or were issued in compliance therewith. No shares of RCHI's or BSF's capital stock are subject to preemptive rights or any other similar rights or any Liens or encumbrances suffered or permitted by Rennova, RCHI or BSF. As of the date hereof, (i) there are no outstanding debt securities issued by RCHI or BSF; (ii) there are no outstanding shares of capital stock, options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of RCHI or BSF, or contracts, commitments, understandings or arrangements by which RCHI or BSF is or may become bound to issue additional shares of capital stock of RCHI or BSF or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of RCHI of BSF; (iii) there are no agreements or arrangements under which RCHI or BSF is obligated to register the sale of any of its securities under the Securities Act; (iv) there are no outstanding securities of RCHI or BSF which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which Rennova, RCHI or BSF is or may become bound to redeem a security of RCHI or BSF; (v) each of RCHI and BSF has no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the shares as described in this Agreement; and (vi) there is no dispute as to the class of any shares of RCHI's or BSF's capital stock.

5.5 Financial Statements. The RCHI Financial Statements do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The RCHI Financial Statements fairly present in all material respects the consolidated financial positions of RCHI as of and for the dates thereof and the results of operations and cash flows for the periods then ended. To the extent required by Item 9.01(a) and (b) of Form 8-K promulgated by the SEC, the RCHI Financial Statements are capable of audit under U.S. auditing standards and Rennova, RCHI and BSF, cumulatively have sufficient financial records to prepare the financial statements and financial information required under Item 9.01(a) and (b) of Form 8-K.

5.6 Liabilities. There are no liabilities of RCHI or BSF, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of RCHI or BSF, their agents or servants occurring prior to or during the periods covered by the RCHI Financial Statements which are not disclosed by or reflected in the RCHI Financial Statements. There are no circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may hereafter give rise to liabilities, except in the normal course of business of RCHI and BSF.

5.7 Material Changes; Undisclosed Events, Liabilities or Developments. Except for the transactions contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to RCHI or BSF, or their business, prospects, properties, operations, assets or financial condition that would result in or cause a Rennova Material Adverse Effect. Neither Rennova, RCHI nor BSF has taken any steps, and do not currently expect to take any steps, to seek protection pursuant to any bankruptcy or similar law nor does Rennova, RCHI or BSF have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy or similar proceedings.

5.8 Taxes. All federal, state, foreign, county, and local income, withholding, profits, franchise, occupation, property, sales, use, gross receipts and other taxes (including any interest or penalties relating thereto) and assessments which are due and payable by RCHI and BSF have been duly reported, fully paid and discharged, and there are no unpaid taxes which are, or could become a Lien on the properties and assets of RCHI or BSF, except as provided for in the RCHI Financial Statements, or have been incurred in the normal course of business of RCHI or BSF, since that date. All tax returns of any kind required to be filed have been filed by RCHI or BSF and except as included in Myrtle financial statements the taxes paid. There are no disputes as to taxes of any nature payable by RCHI or BSF.

5.9 Patents and Trademarks. Each of RCHI and BSF has rights to use all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with its business and which the failure to so have could have or cause a Rennova Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). Neither Rennova, RCHI nor BSF has received a notice (written or otherwise) that any of the Intellectual Property Rights used by RCHI or BSF violates or infringes upon the rights of any Person. All such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. Rennova, RCHI and BSF have taken reasonable security measures to protect the secrecy, confidentiality and value of all of its intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have or cause a Rennova Material Adverse Effect.

5.10 Litigation. There are no actions, suits, arbitrations, regulatory proceedings or other litigation, proceedings or governmental investigations pending or, to the Knowledge of Rennova, threatened against Rennova, RCHI or BSF, or any of their officers or directors in their capacity as such, or any of their properties or businesses, and there are no facts or circumstances which may reasonably be likely to give rise to any of the foregoing. Neither Rennova, RCHI nor BSF is subject to any order, judgment, decree, injunction, stipulation or consent order of or with any court or other Governmental Authority. Neither Rennova, RCHI nor BSF, has entered into any agreement to settle or compromise any proceeding pending or threatened in writing against it which has involved any obligation for which Rennova, RCHI or BSF or their properties or business has any continuing obligation. There are no claims, actions, suits, proceedings, or investigations pending or, to the Knowledge of Rennova, threatened by or against Rennova, RCHI or BSF with respect to this Agreement and the other Transaction Documents to which Rennova is a party, or in connection with the transactions contemplated hereby or thereby and neither Rennova, RCHI nor BSF has any reason to believe there is a valid basis for any such claim, action, suit, proceeding or investigation.

5.11 Consents and Approvals. Except for the approval of the Rennova shareholders, Rennova, RCHI and BSF have obtained all consents and approvals required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which Rennova is a party.

5.12 Brokers. Neither Rennova, RCHI nor BSF, nor any of their agents or representatives, has retained any finder, broker, agent, financial advisor or other intermediary in connection with the transactions contemplated by this Agreement.

5.13 Board of Directors Approval. The Board of Directors of Rennova and RCHI have duly adopted resolutions: (a) approving and declaring advisable this Agreement, the Exchange and the transactions contemplated hereby; (b) determined that the terms of the Exchange are fair to and in the best interests of it and its shareholders; and (c) adopting this Agreement, which resolutions have not been modified, supplemented or rescinded and remain in full force and effect. The Board of Directors of Rennova has duly adopted resolutions, (a) recommending that this Agreement be approved by the shareholders, and (b) directing that this Agreement be submitted to the shareholders of Rennova for approval, which resolutions have not been modified, supplemented or rescinded and remain in full force and effect.

5.14 Completion of Due Diligence. Prior to Closing, Rennova and its representatives were granted access to all the facilities, properties, books, Contracts, commitments and records of FOXO reasonably requested by such parties, and were furnished with any and all information concerning FOXO which Rennova or its representatives reasonably requested.

5.15 Permits. Each of RCHI and BSF has Permits that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted, except for such Permits that are not, individually or in the aggregate, material to RCHI and BSF, taken as a whole (the "**Material Permits**"). Except as could not reasonably be expected to be material to RCHI and BSF, taken as a whole, (i) each Material Permit is in full force and effect in accordance with its terms, (ii) no written notice of revocation, cancellation or termination of any Material Permit has been received by RCHI or BSF, and (iii) there are, and have been, no actions or proceedings pending or threatened relating to the suspension, revocation or material and adverse modification of any of such Material Permit. Neither the execution, delivery or performance by Rennova or RCHI of this Agreement nor the consummation of the transactions contemplated hereby or thereby will, directly or indirectly, require the provision of any notice to any Governmental Authority or the approval of any Material Permit for the continued conduct of the business of RCHI or BSF as currently conducted.

5.16 Material Contracts. Rennova, and RCHI have provided FOXO with copies of all contracts that are material to RCHI and BSF (the "**Material Contracts**"). Each Material Contract is valid and binding on RCHI or BSF and is in full force and effect and enforceable in accordance with its terms against RCHI or BSF and the counterparties thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), (ii) RCHI and BSF and the counterparties thereto are not in material breach of, or default under, any Material Contract, and (iii) no event has occurred that (with or without due notice or lapse of time or both) could reasonably be expected to result in a material breach of, or default under, any Material Contract by RCHI, BSF or the counterparties thereto.

5.17 Absence of Changes. During the period beginning on January 1, 2024 and ending on the date of this Agreement, (a) no Rennova Material Adverse Effect has occurred and (b) except as expressly contemplated by this Agreement or in connection with the transactions contemplated hereby and thereby, (i) each of RCHI and BSF has conducted its business in the ordinary course in all material respects and (ii) neither RCHI or BSF has taken any action that would require the consent of FOXO if taken during the period from the date of this Agreement until the Closing.

5.18 Compliance with Applicable Law. Each of RCHI and BSF currently conducts (and for the past three (3) years, has conducted) its business in accordance in all material respects with all Laws and is not in violation of any such Law, including those concerning RCHI's or BSF's liability in the event of possible misuse of public funds granted by any Governmental Authority, and (b) has not received any written or oral communications from a Governmental Authority that alleges that it is not in compliance with any such Law. Except as could not reasonably be expected to be material to RCHI and BSF, taken as a whole,, without limiting the foregoing, neither RCHI nor BSF has violated or is under investigation with respect to, or has been threatened in writing or charged with or given notice of any violation of any provisions of: (i) Laws applicable to lending activities; (ii) the U.S. Foreign Corrupt Practices Act (FCPA); (iii) any comparable or similar Law of any jurisdiction; or (iv) any Law regulating or covering conduct in, or the nature of, the workplace, including regarding sexual harassment or, on any impermissible basis, a hostile work environment.

5.19 Environmental Matters. Except as could not reasonably be expected to have a Rennova Material Adverse Effect:

(a) Neither RCHI nor BSF has received any written notice or communication from any Governmental Authority or any other Person regarding any actual, alleged, or potential violation in any respect of, or a failure to comply in any respect with, or liability under, any applicable Laws and orders concerning pollution, hazardous substances, restoration or protection of the environment or natural resources, public health, and workplace health or safety (the "**Environmental Laws**").

(b) There is (and since January 1, 2021 there has been) no proceeding pending or threatened in writing against RCHI and BSF pursuant to applicable Environmental Laws.

(c) Each of RCHI and BSF is in compliance with Environmental Laws. There has been no manufacture, release, treatment, storage, disposal, arrangement for disposal, transport or handling of, contamination by, or exposure of any Person to, any hazardous substances by RCHI or BSF, in violation of, or which could reasonably be expected to give rise to liability under, applicable Environmental Laws.

(d) Each of RCHI and BSF is in compliance with and has all Permits required pursuant to applicable Environmental Laws with respect to the operation of its business as currently conducted.

(e) RCHI has made available to FOXO copies of all material environmental, health and safety reports and documents that are in its or Rennova's possession or control relating to the current operations, properties or facilities of RCHI or BSF.

5.20 Labor Matters.

(a) Each of RCHI and BSF has provided to FOXO a complete and accurate list of each of its employees as of the date of this Agreement, setting forth for each employee: (i) the employee's position or title; (ii) whether classified as exempt or non-exempt for wage and hour purposes; (iii) whether paid on a salary, hourly or commission basis; (iv) the employee's actual annual base salary (if paid on a salary basis), hourly rate (if paid on an hourly basis), or commission rate (if paid on a commission-only basis), as applicable; (v) bonus and commission potential; (vi) date of hire; (vii) work location; (viii) status (i.e., active or inactive and if inactive, the type of leave and estimated duration); and (ix) the total amount of change of control payment to be paid to such employee at the Closing or otherwise in connection with the transactions contemplated hereby.

(b) Each of RCHI and BSF has provided to FOXO a complete and accurate list of any independent contractor, consultant, contractor, subcontractor, temporary employee, leased employee or other agent used by it and classified by it as other than an employee, or compensated other than through wages paid by RCHI or BSF through RCHI's or BSF's payroll function (the "**Contingent Workers**"), showing for each such individual: (i) a description of his, her, or its services rendered; (ii) fees and other compensation paid and accrued to such Contingent Worker during calendar year 2023; (iii) fees and other compensation accrued and/or paid, whichever is greater, to such Contingent Worker thus far during calendar year 2024; (iv) actual or estimated hours worked per week; and (v) the primary location (e.g., U.S. state) from which services are performed.

(c) Each of RCHI and BSF currently classifies and has properly classified for the last three (3) years each of its employees as exempt or non-exempt for the purposes of the Fair Labor Standards Act and state, provincial, local and foreign wage and hour Laws (as applicable), except as has not and could not reasonably be expected to result in material liability to RCHI and BSF, taken as a whole, and is and has been otherwise in material compliance with such Laws. To the extent that any Contingent Workers are or were engaged by RCHI or BSF, it currently classifies and treats them, and has properly classified and treated them for the last three years, as Contingent Workers (as distinguished from employees) in accordance with applicable Law and for the purpose of all employee benefit plans and perquisites.

(d) Each of RCHI and BSF is, and for the past three (3) years has been, in material compliance with all applicable Laws and regulations respecting labor and employment matters, including but not limited to fair employment practices, pay equity, the classification of independent contractors, and/or consultants and/or agents, the classification of employees as exempt or non-exempt for wage and hour purposes, workplace safety and health, work authorization and immigration, unemployment compensation, workers' compensation, accommodation of disabilities, discrimination, harassment, whistleblowing, retaliation, affirmative action, background checks, prevailing wages, terms and conditions of employment, child labor, reductions in force, employee leave and wages and hours, including payment of minimum wages and overtime. Neither RCHI nor BSF is delinquent in any payments to any employee or Contingent Worker for any wages, salaries, commissions, bonuses, severance, fees or other direct compensation due with respect to any services performed for it or amounts required to be reimbursed to such employees or Contingent Workers.

(e) In the last three (3) years, (i) neither RCHI nor BSF (A) has or has had any material liability for any arrears of wages or other compensation for services (including salaries, wage premiums, commissions, fees or bonuses), or any penalty or other sums for failure to comply with any of the foregoing, and (B) has or has had any material liability for any failure to pay into any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security, social insurances or other benefits or obligations for any employees of RCHI or BSF (other than routine payments to be made in the normal course of business and consistent with past practice); and (ii) each of RCHI and BSF has withheld all amounts required by applicable Law or by agreement to be withheld from wages, salaries and other payments to employees or independent contractors or other service providers of RCHI or BSF, except as has not and could not reasonably be expected to result in, individually or in the aggregate, material liability to RCHI and BSF, taken as a whole.

(f) In the last three (3) years, neither RCHI nor BSF has experienced a "mass layoff" or "plant closing" as defined by the Worker Adjustment Retraining and Notification Act of 1988 ("**WARN**"), and neither RCHI nor BSF has incurred any material liability under WARN nor will they incur any liability under WARN as a result of the transactions contemplated by this Agreement.

(g) Neither RCHI nor BSF is a party to, bound by, or negotiating any collective bargaining agreements, work rules or practices, or other agreements or contracts with any labor organization, labor union, works council or other Person purporting to act as exclusive bargaining representative ("**Union**") of any employees or Contingent Workers with respect to the wages, hours or other terms and conditions of employment of any employee or Contingent Worker, nor is there any duty on the part of RCHI or BSF to bargain with any Union. In the last three (3) years, there has been no actual or threatened unfair labor practice charges, material grievances, arbitrations, strikes, lockouts, work stoppages, slowdowns, picketing, hand billing or other material labor disputes against or affecting RCHI or BSF. In the last three (3) years, there have been no labor organizing activities with respect to any employees of RCHI or BSF nor has RCHI or BSF engaged in any unfair labor practice.

(h) No employee layoff, facility closure or shutdown (whether voluntary or by order), reduction-in-force, furlough, temporary layoff, material work schedule change or reduction in hours, or reduction in salary or wages, or other workforce changes affecting employees of RCHI or BSF has occurred within the past six (6) months or is currently contemplated, planned or announced.

(i) In the past twelve (12) months (i) no director, officer, or management-level or key employee's employment with RCHI or BSF has been terminated or furloughed for any reason; and (ii) no director, officer, or management-level or key employee, or group of employees or Contingent Workers, has indicated an intention to terminate his, her or their employment or service arrangement with RCHI or BSF.

(j) Currently and, within the three (3) years preceding the date of this Agreement, neither RCHI or BSF has been a party to any form of litigation, arbitration, mediation, investigation (including but not limited to material internal investigations), audit, administrative agency proceeding, other private dispute resolution proceeding, settlement, or out-of-court or pre-charge or pre-litigation arrangement, in each case relating to employment or labor matters concerning the employees or Contingent Workers of RCHI or BSF (including but not limited to those concerning allegations of employment discrimination, retaliation, breach of contract, noncompliance with wage and hour Laws, the misclassification of employees, independent contractors, consultants or agents, violation of restrictive covenants, sexual or other harassment or misconduct, other unlawful harassment, or unfair labor practices), and no such matters are pending or threatened against RCHI, BSF or any employees or Contingent Workers of RCHI or BSF (in their respective capacity as employees or Contingent Workers of RCHI or BSF), as applicable.

(k) Each employee of RCHI or BSF is employed at-will and no employee is subject to any employment contract with RCHI or BSF, whether oral or written, for a fixed term of employment with RCHI or BSF.

(l) In the last three (3) years, no allegations of sexual harassment or sexual misconduct have been made to RCHI or BSF against any employee, officer, or director of RCHI or BSF and neither RCHI nor BSF has otherwise become aware of any such allegations. There are no facts that could reasonably be expected to give rise to a claim of sexual harassment or misconduct, other unlawful harassment or unlawful discrimination or retaliation against or involving RCHI or BSF or any employee, officer, or director of RCHI or BSF. In the last three (3) years, there have not been any internal investigations by or on behalf of RCHI or BSF with respect to any claims or allegations of sexual harassment, misconduct or abuse against or involving any employee, officer, or director of RCHI or BSF, nor have there been any settlements or out-of-court or pre-charge or pre-litigation arrangements relating to such matters.

(m) Neither RCHI nor BSF (i) is subject to any affirmative action obligations under any Law, including, without limitation, Executive Order 11246, and/or (ii) is a government contractor or subcontractor for purposes of any Law with respect to the terms and conditions of employment, including, without limitation, the Service Contracts Act or prevailing wage Laws.

(n) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation and neither RCHI nor BSF has been reassessed in any material respect under such legislation during the past three (3) years and no audit of RCHI or BSF is currently being performed pursuant to any applicable workplace safety and insurance legislation.

(o) True and complete copies of all work permits and labor market impact assessment opinion confirmations relating to employees of each of RCHI and BSF have been made available to FOXO. Each of RCHI and BSF is in compliance with all terms and conditions of the work permits and the labor market impact assessment confirmations. No audit by a Governmental Authority is being conducted or is pending in respect of any foreign workers.

5.21 Real and Personal Property.

(a) Neither RCHI nor BSF owns any real property.

(b) Rennova and RCHI have provided FOXO with a true and complete list (including street addresses) of all real property leased by RCHI or BSF (the "**Leased Real Property**") and all real property leases pursuant to which RCHI or BSF is a tenant as of the date of this Agreement (the "**Real Property Leases**"). True and complete copies of all such Real Property Leases have been made available to FOXO. Each Real Property Lease is in full force and effect and is a valid, legal and binding obligation of RCHI or BSF, enforceable in accordance with its terms against RCHI or BSF and each other party thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). There is no material breach or default by RCHI or BSF or any third party under any Real Property Lease, and no event has occurred which (with or without notice or lapse of time or both) would constitute a material breach or default or would permit termination of, or a material modification or acceleration thereof by any party to such Real Property Leases in each case if such event could reasonably be expected to have a material adverse impact on the ability to use the Leased Real Property for the operation of the business as currently conducted.

(c) Each of RCHI or BSF has good, marketable and indefeasible title to, or a valid leasehold interest in or license or right to use, all of the material assets and properties of reflected in the RCHI Financial Statements or thereafter acquired by BCHI or BSF, used or held for use in the operation of RCHI's or BSF's business, except for assets disposed of in the ordinary course of business, and such material assets and properties constitute all of the material assets and properties of, or used by, BCHI or BSF necessary to operate the business of RCHI or BSF in the same manner as presently conducted.

5.22 Insurance. Rennova and RCHI have provided to FOXO a list of all material policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by RCHI or BSF as of the date of this Agreement. All such policies are in full force and effect, all premiums due and payable thereon as of the date of this Agreement have been paid in full as of the date of this Agreement, and true and complete copies of all such policies have been made available to FOXO. No claim by RCHI or BSF is pending under any such policies as to which coverage has been denied or disputed, or rights reserved to do so, by the underwriters thereof, except as is not and could not reasonably be expected to be, individually or in the aggregate, material to RCHI and BSF, taken as a whole.

5.23 Disclosure. All of the disclosure furnished by or on behalf of Rennova or RCHI to FOXO regarding RCHI, BSF, their business and the transactions contemplated hereby, including the disclosure schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

ARTICLE VI.
COVENANTS

6.1 Access to Information and Facilities; Confidentiality.

(a) From and after the date of this Agreement, Rennova and RCHI shall allow FOXO and its representatives access during normal business hours to all of the facilities, properties, books, Contracts, commitments and records of RCHI and BSF and shall make the officers and employees of RCHI and BSF available to FOXO and its representatives as such party or its representatives shall from time to time reasonably request. FOXO and its representatives shall be furnished with any and all information concerning RCHI and BSF, which FOXO or its representatives reasonably request and can be obtained by Rennova or RCHI without unreasonable effort or expense.

(b) From and after the date of this Agreement, FOXO shall allow Rennova and its representatives access during normal business hours to all of the facilities, properties, books, Contracts, commitments and records of FOXO and shall make the officers and employees of FOXO available to Rennova and its representatives as Rennova or its representatives shall from time to time reasonably request. Rennova and its representatives shall be furnished with any and all information concerning FOXO which Rennova or its representatives reasonably request and can be obtained by FOXO without unreasonable effort or expense.

(c) With respect to the information disclosed pursuant to this Section, the Parties shall maintain the confidentiality of any material non-public information furnished by the other Party.

6.2 Preservation of Business. Subject to the terms of this Agreement, from the date of this Agreement until the Closing Date, each of FOXO and RCHI and BSF, as the case may be, shall operate only in the ordinary and usual course of business consistent with past practice, and shall use reasonable commercial efforts to: (a) preserve intact its present business organization, as the case may be; (b) preserve the good and advantageous relationships of FOXO and RCHI and BSF, as the case may be, with employees and other Persons material to the operation of their respective businesses; and (c) not permit any action or omission within its control which would cause any of the representations or warranties of Rennova, RCHI or FOXO, as the case may be, contained herein to become inaccurate in any material respect or any of the covenants of Rennova, RCHI or FOXO, as the case may be, to be breached in any material respect.

6.3 Conduct of Business. Neither Rennova, RCHI nor FOXO shall engage in any extraordinary transactions affecting the transactions contemplated by this Agreement without the other Party or Parties' prior written consent, including, without limitation the following: (i) Rennova and RCHI shall not transfer or dispose of its shares of RCHI or BSF, grant any options or rights to such shares, or in any way encumber the shares; (ii) RCHI and BSF shall not issue any equity shares or rights to purchase or instruments convertible into the equity shares of RCHI or BSF; (iii) neither RCHI, BSF nor FOXO shall pay any dividends or redeem any securities; (iv) neither RCHI, BSF nor FOXO shall borrow any funds or incur any debt or other obligations; and (v) no Party hereto shall take any action which would have a material negative effect on the proposed Exchange.

6.4 Certain Notices. From and after the date of this Agreement until the Closing Date, each Party hereto shall promptly notify the other party hereto of: (a) the occurrence, or non-occurrence, of any event that would be likely to cause any condition to the obligations of any party to effect the Exchange and the other transactions contemplated by this Agreement not to be satisfied; or (b) the failure of FOXO or Rennova, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which would reasonably be expected to result in any condition to the obligations of any party to effect the Exchange and the other transactions contemplated by this Agreement not to be satisfied; *provided, however*, that the delivery of any notice pursuant to this Section 6.4 shall not cure any breach of any representation or warranty requiring disclosure of such matter prior to the date of this Agreement or otherwise limit or affect the remedies available hereunder to the party receiving such notice.

6.5 Consents and Approvals.

(a) Each of Rennova and RCHI shall use commercially reasonable efforts to obtain all consents, approvals, certificates and other documents required in connection with the performance by it or them of this Agreement and the consummation of the transactions contemplated hereby. Rennova and RCHI shall make all filings, applications, statements and reports to all Governmental Authorities and other Persons that are required to be made prior to the Closing Date by or on behalf of Rennova or RCHI, as applicable, pursuant to Applicable Law in connection with this Agreement and the transactions contemplated hereby.

(b) FOXO shall use commercially reasonable efforts to obtain all consents, approvals, certificates and other documents required in connection with the performance by it of this Agreement and the consummation of the transactions contemplated hereby. FOXO shall make all filings, applications, statements and reports to all Governmental Authorities and other Persons that are required to be made prior to the Closing Date by or on behalf of FOXO pursuant to Applicable Law or otherwise in connection with this Agreement and the transactions contemplated hereby.

6.6 Supplemental Information. From time to time prior to the Closing, Rennova and RCHI, on the one hand, and FOXO, on the other hand, shall promptly disclose in writing to the other any matter hereafter arising which, if existing, occurring or known at the date of this Agreement would have been required to be disclosed to the other parties hereto or which would render inaccurate any of the representations, warranties or statements set forth in ARTICLE IV and ARTICLE V, respectively, hereof.

6.7 Exclusive Dealing. From the date of this Agreement until Closing or termination hereof pursuant to Section 10.1, Rennova shall not directly or indirectly, through any representative or otherwise, solicit, negotiate with or in any manner encourage, discuss or accept any proposal of any other Person relating to the acquisition of RCHI or BSF, shares of RCHI's capital stock purchased from Rennova, or RCHI's or BSF's assets or business, in whole or in part, whether through direct purchase, merger, consolidation, or other business combination.

6.8 Implementing Agreement. Subject to the terms and conditions hereof, each Party hereto shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action required of it to consummate and make effective the transactions contemplated by this Agreement.

6.9 Financial Statements. Following Closing, to the extent required under applicable securities rules and regulations, Rennova shall prepare and furnish audited consolidated financial statements in compliance with Item 9.01(a) of Form 8-K (the "**Rennova 8-K Financial Statements**") for RCHI and BSF, and shall furnish consolidated financial information of RCHI and BSF for compliance with Item 9.01(b) of Form 8-K for filing by FOXO not later than seventy-five (75) days following the Closing Date.

6.10 Restrictions While Note Outstanding. As long as the Note is outstanding, FOXO and RCHI agree that:

(i) FOXO will not incur any debt without the written consent of Rennova;

(ii) FOXO will not sell, transfer, pledge, hypothecate or otherwise dispose of any capital stock of RCHI; and

(iii) RCHI will not declare, pay or set aside any dividend on any shares of its capital stock.

6.11 Proxy Statements. Rennova and FOXO (if requested by Rennova under Section 11.2 hereof) shall, as promptly as reasonably practicable following the date of this Agreement, prepare and file with the SEC a proxy statement (or, if applicable, an information statement) relating to the meeting of their respective shareholders (or written consent of shareholders) to be held in connection with this Agreement and the transactions contemplated hereby. Each of Rennova and FOXO shall furnish to the other Party all information as may be reasonably necessary or advisable in connection with their respective proxy statement or information statement. Each of Rennova and FOXO shall use its reasonable best efforts to provide the other Party copies of any written comments and advise the other Party of any oral comments from the SEC and shall use its reasonable best efforts to respond to any such comments as promptly as practicable. Each of Rennova and FOXO shall mail or deliver their proxy statement or information statement to its respective shareholders as promptly as reasonably practicable. Each of FOXO and Rennova shall cooperate and provide the other with reasonable opportunity to review and comment on any filing with the SEC relating to this Agreement and the transactions contemplated hereby. All filings by Rennova and FOXO with the SEC shall be in compliance with its respective charter documents and applicable Law.

6.12 Shareholder Meetings. In the event Rennova or FOXO (if requested by Rennova under Section 11.2 hereof) holds a meeting of its shareholders to obtain its required approval hereunder, it shall establish a record date for, duly call, give notice of, convene, and hold a meeting of its shareholders for the purpose of obtaining the requisite shareholder approval in connection with this Agreement and shall use its reasonable best efforts to cause such meeting to occur as soon as reasonably practicable. In connection with such meeting, FOXO or Rennova, as the case may be, shall use its reasonable best efforts to solicit and obtain approval of its shareholders of this Agreement and the transactions contemplated hereby. Neither FOXO nor Rennova shall postpone or adjourn any shareholder meeting except to the extent required by applicable Law or to solicit additional proxies to vote in favor of this Agreement and the transactions contemplated hereby, if sufficient votes have not been obtained. Unless this Agreement has been validly terminated in accordance with its terms, each of FOXO (if requested by Rennova under Section 11.2 hereof) and Rennova shall submit this Agreement and the transactions contemplated hereby to its respective shareholders for approval.

6.13 No Solicitation. Neither FOXO nor Rennova, nor any of their respective officers, directors, employees, or representatives, shall solicit, initiate or knowingly take any action to facilitate or encourage the submission of any proposal relating to any direct or indirect acquisitions of assets (other than in the ordinary course) of FOXO, on the one hand, or RCHI and BSF, on the other hand, or any securities issued or issuable by FOXO, RCHI or BSF; or provide non-public information relating to FOXO, RCHI or BSF to any Person other than a Party .. Each Party shall, and shall cause its Subsidiaries to, cease immediately and cause to be terminated any discussions or negotiations with any third party involving any of the activities discussed in this Section 6.13.

6.14 Takeover Statutes. Each of FOXO and Rennova shall use its reasonable best effects (a) to take all actions necessary so that no "control share", "fair price", "interested stockholder" or similar Laws are or become applicable to this Agreement or the transactions contemplated hereby and (b) if any such Law is or becomes applicable, to take all actions necessary so this Agreement and the transactions contemplated hereby may be consummated as promptly as reasonably practicable on the terms contemplated by this Agreement.

6.15 [Reserved].

ARTICLE VII.
MUTUAL INDEMNIFICATION

7.1 Indemnification.

(a) Rennova covenants and agrees to defend, indemnify and hold harmless FOXO, its officers, directors, and each person who controls FOXO within the meaning of the Securities Act from and against any damages (including reasonable attorneys', accountants', and experts' fees, disbursements of counsel, and other related costs and expenses) arising out of or resulting from: (A) any inaccuracy in or breach of any representation or warranty made by Rennova in this Agreement; or (B) the failure of Rennova to perform or observe fully any covenant, agreement or provision to be performed or observed by such party pursuant to this Agreement.

(b) FOXO covenants and agrees to defend, indemnify and hold harmless Rennova, its officers, directors, and each person who controls Rennova within the meaning of the Securities Act from and against any damages (including reasonable attorneys', accountants', and experts' fees, disbursements of counsel, and other related costs and expenses) arising out of or resulting from: (A) any inaccuracy in or breach of any representation or warranty made by FOXO in this Agreement; or (B) the failure by FOXO to perform or observe any covenant, agreement or condition to be performed or observed by it pursuant to this Agreement.

7.2 Third Party Claims.

(a) If any party entitled to be indemnified pursuant to Section 7.1 (an "**Indemnified Party**") receives notice of the assertion by any third party of any claim or of the commencement by any such third person of any actual or threatened claim, action, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any governmental entity or arbitrator and an appeal from any of the foregoing (any such claim or Action being referred to herein as an "**Indemnifiable Claim**") with respect to which another party hereto (an "**Indemnifying Party**") is or may be obligated to provide indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing (the "**Claim Notice**") of the Indemnifiable Claim; provided, that the failure to provide such notice shall not relieve or otherwise affect the obligation of the Indemnifying Party to provide indemnification hereunder, except to the extent that any damages directly resulted or were caused by such failure.

(b) The Indemnifying Party shall have thirty (30) days after receipt of the Claim Notice to undertake, conduct and control, through counsel of its own choosing, and at its expense, the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith; provided, that (A) the Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnified Party (subject to the consent of the Indemnifying Party, which consent shall not be unreasonably withheld), provided that the reasonable fees and expenses of such counsel shall not be borne by the Indemnifying Party, and (B) the Indemnifying Party shall not settle any Indemnifiable Claim without the Indemnified Party's consent, which consent shall not be unreasonably withheld. So long as the Indemnifying Party is vigorously contesting any such Indemnifiable Claim in good faith, the Indemnified Party shall not pay or settle such claim without the Indemnifying Party's consent, which consent shall not be unreasonably withheld.

(c) If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days after receipt of the Claim Notice that it elects to undertake the defense of the Indemnifiable Claim described therein, the Indemnified Party shall have the right to contest, settle, or compromise the Indemnifiable Claim in the exercise of its reasonable discretion; provided, that the Indemnified Party shall notify the Indemnifying Party of any compromise or settlement of any such Indemnifiable Claim.

7.3 Maximum Liability. In no event shall the aggregate liability of all Indemnifying Parties under either 7.2(a) or 7.2(b) this Article VII exceed Fifty Thousand Dollars ($50,000).

7.4 Indemnification Non-Exclusive. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable, or common-law remedy any party may have for breach of representation, warranty, covenant or agreement.

ARTICLE VIII.
CONDITIONS PRECEDENT TO OBLIGATIONS OF FOXO

The obligations of FOXO under this Agreement are subject to the satisfaction (or waiver by FOXO) of the following conditions precedent on or before the Closing Date:

8.1 Representations and Warranties. Without supplementation after the date of this Agreement, the representations and warranties of Rennova and RCHI contained in this Agreement shall be, with respect to those representations and warranties qualified by any materiality standard, true and correct in all respects, as of the Closing Date, and with respect to all other representations and warranties, true and correct in all material respects, as of the Closing Date, with the same force and effect as if made as of the Closing Date.

8.2 Compliance with Agreements and Covenants. Rennova and RCHI shall have performed and complied in all material respects with all of their covenants, obligations and agreements contained in this Agreement to be performed and complied with by them on or prior to the Closing Date.

8.3 Consents and Approvals. Rennova and RCHI shall have received written evidence satisfactory to FOXO that all consents and approvals required for the consummation of the transactions contemplated hereby have been obtained, and all required filings have been made.

8.4 No Material Adverse Change. At the Closing Date, there shall have been no material adverse change in the assets, liabilities, prospects, financial condition or business of Rennova or RCHI and BSF, taken as a whole. Between the date of this Agreement and the Closing Date, there shall not have occurred an event that would reasonably be expected to constitute a Rennova Material Adverse Effect.

8.5 Actions or Proceedings. No action or proceeding by any Governmental Authority or other Person shall have been instituted or threatened which: (a) is likely to constitute a Rennova Material Adverse Effect; or (b) could enjoin, restrain or prohibit, or could result in substantial damages in respect of, any provision of this Agreement or the consummation of the transactions contemplated hereby.

8.6 Approval of Exchange. Rennova shall have approved this Agreement and the Exchange contemplated hereby in according with the DGCL.

ARTICLE IX.
CONDITIONS PRECEDENT TO OBLIGATIONS OF RENNOVA

The obligations of Rennova and RCHI under this Agreement are subject to the satisfaction (or waiver by Rennova) of the following conditions precedent on or before the Closing Date:

9.1 Representations and Warranties. Without supplementation after the date of this Agreement, the representations and warranties of FOXO contained in this Agreement shall be, with respect to those representations and warranties qualified by any materiality standard, true and correct in all respects, as of the Closing Date, and with respect to all other representations and warranties, true and correct in all material respects, as of the Closing Date, with the same force and effect as if made as of the Closing Date.

9.2 Compliance with Agreements and Covenants. FOXO shall have performed and complied in all material respects with all of its covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.

9.3 No Material Adverse Change. At the Closing Date, there shall have been no material adverse change in the assets, liabilities, financial condition or business of FOXO. Between the date of this Agreement and the Closing Date, there shall not have occurred an event that would reasonably be expected to constitute a FOXO Material Adverse Effect.

9.4 Actions or Proceedings. No action or proceeding by any Governmental Authority or other Person shall have been instituted or threatened which: (a) is likely to constitute an FOXO Material Adverse Effect; or (b) could enjoin, restrain or prohibit, or could result in substantial damages in respect of, any provision of this Agreement or the consummation of the transactions contemplated hereby. No action or proceeding by any current or former officer, director or employee of FOXO or any Subsidiary shall have been instituted or threatened against FOXO, any Subsidiary or any of their assets.

9.5 Approval of Exchange. FOXO shall have approved this Agreement and the transactions contemplated hereby, including the Exchange, in accordance with the DGCL.

9.6 [Reserved].

9.7 [Reserved].

9.8 Securities Filings. FOXO shall have filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Act and the Exchange Act.

9.9 [Reserved].

ARTICLE X.
PRE-CLOSING TERMINATION

10.1 Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Exchange contemplated hereby may be abandoned at any time prior to the Closing Date, only as follows:

(a) by mutual written agreement of FOXO and Rennova;

(b) by FOXO (if FOXO is then not in material breach of its obligations under this Agreement) if: (i) a material default or breach shall be made by Rennova or RCHI with respect to the due and timely performance of any of its covenants and agreements contained herein and such default is not cured within thirty (30) days; (ii) Rennova makes an amendment or supplement to any schedule hereto and such amendment or supplement reflects a Rennova Material Adverse Effect after the date of this Agreement; (iii) a Rennova Material Adverse Effect shall have occurred after the date of this Agreement; or (iv) Closing shall not have occurred on or before December 1, 2024;

(c) by Rennova (if Rennova or RCHI is then not in material breach of its obligations under this Agreement) if: (i) a material default or breach shall be made by FOXO with respect to the due and timely performance of any of its covenants and agreements contained herein and such default is not cured within thirty (30) days; (ii)

FOXO makes an amendment or supplement to any schedule hereto and such amendment or supplement reflects a FOXO Material Adverse Effect after the date of this Agreement; (iii) an FOXO Material Adverse Effect shall have occurred after the date of this Agreement; or (iv) Closing shall not have occurred on or before December 1, 2024.

10.2 Effect of Termination. In the event of termination of this Agreement authorized pursuant to Section 10.1 hereof, written notice thereof shall be given to the other parties and all obligations of the parties shall terminate and, except as otherwise provided in this Section, no party shall have any right against any other party hereto for any loss, damage, expense (including out-of-pocket expenses) or liability, including, without limitation, reasonable attorneys' fees and disbursements arising out of the preparation and execution of this Agreement, fulfilling in whole in part its obligations under this Agreement or otherwise incurred by a party in any action or proceeding between such party and the other party hereto or between such party and a third party, which is determined to have been sustained, suffered or incurred by a party and to have arisen from or in connection with an event or state of facts which is subject to claim under this Agreement.

ARTICLE XI.
NOTE

11.1 Exchange Option. From and after a request by Rennova pursuant to Section 11.2 hereof and the date of approval by FOXO's shareholders of the issuance of shares of FOXO common stock upon conversion of the Series A Preferred Stock, at any time and from time to time Rennova shall have the option to exchange in whole or in part, the Note for shares of Series A Preferred Stock. With respect to any such exchange, Rennova will receive the equivalent of $1.00 stated value of Series A Preferred Stock for each $1.00 of the aggregate of principal and accrued and unpaid interest, liquidated damages and/or redemption proceeds (or any other amounts owing under the Note) being exchanged. Rennova shall exercise the option to exchange by delivering written notice to FOXO, specifying the amount under the Note being exchanged and the shares of Series A Preferred Stock to be issued. FOXO covenants and agrees to seek approval, promptly following the receipt of written notice of exchange from Rennova, for listing by the NYSE MRKT of the shares of FOXO common stock issuable upon conversion in full of the shares of Series A Preferred Stock to be issued to Rennova.

11.2 Request to Seek Shareholder Approval. At any time after the Closing, Rennova may deliver to FOXO a written request to seek approval of its shareholders of the issuance of shares of FOXO common stock upon conversion in full of the shares of Series A Preferred Stock issuable to Rennova upon exchange of the Note, and sufficient to meet all requirements of the NYSE MRKT and the DGCL.

11.3 Note Repayments. FOXO agrees that 25% of any and all net proceeds it receives upon any issuance of capital stock or sale of assets for cash will promptly be paid by wire transfer to an account designated by Rennova. The Parties agree that any and all such payments received by Rennova shall constitute a principal repayment under Section 1 of the Note (but that any such payment by FOXO pursuant to this Section 11.3 shall not lessen any other principal repayment amount payable by RCHI under Section 1 of the Note).

ARTICLE XII.
MISCELLANEOUS

12.1 Certain Definitions. As used herein, the following terms shall have the meanings set forth below:

"**Affiliate**" shall mean any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"**Applicable Law**" shall mean all Laws, to the extent applicable to any Person.

"**Contract**" shall mean any contract, lease, commitment or understanding, sales order, purchase order, agreement, indenture, mortgage, note, bond, instrument or license, whether written or verbal, which is intended or purports to be a binding and enforceable agreement.

"**FOXO Material Adverse Effect**" shall mean any change or effect that is, or is reasonably likely to be, materially adverse to the business, assets and liabilities (taken together), financial condition or operations or results of operations of FOXO and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed (either alone or in combination) to constitute such a change or effect: (a) (i) any adverse change attributable to the announcement or pendency of the transactions contemplated by this Agreement; or (ii) any adverse change attributable to or conditions generally affecting the United States economy or financial markets in general; (b) any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities anywhere in the world, any threat or escalation of armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing; or (c) any action by FOXO approved or consented to in writing by Rennova.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Governmental Authority**" shall mean: (a) the government of the United States; (b) the government of any foreign country; (c) the government of any state or political subdivision of the government of the United States or the government of any foreign country; or (d) any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Intellectual Property Rights**" shall have the meaning in Section 5.9 hereto.

"**Knowledge**" shall mean, as it relates to Rennova or RCHI, the actual knowledge of its officers and directors, in each case upon reasonable inquiry; and as it relates to FOXO, the actual knowledge of its officers and directors, in each case upon reasonable inquiry.

"**Law**" shall mean any law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority.

"**Lien**" shall mean any mortgage, lien, charge, restriction, pledge, security interest, option, lease or sublease, claim, right of any third party, easement, encroachment or encumbrance upon any of the assets or properties of any Person.

"**Material**" or "**materially**" (whether or not capitalized) except as otherwise specifically defined in this Agreement, when used in this Agreement refer, with respect to a given Person, to a level of significance that would have affected any decision of a reasonable person in that Person's position regarding whether to enter into this Agreement or would affect any decision of a reasonable person in that Person's position regarding whether to consummate the transactions contemplated by this Agreement.

"**Permit**" shall mean a permit, license, registration, certificate of occupancy, approval or other authorization issued by any Governmental Authority.

"**Person**" shall mean any corporation, proprietorship, firm, partnership, limited partnership, trust, association, individual or other entity.

"**Rennova Material Adverse Effect**" shall mean any change or effect that is, or is reasonably likely to be, materially adverse to the business, assets and liabilities

(taken together), financial condition or operations or results of operations of Rennova or RCHI and BSF (taken as a whole); provided, however, that none of the following shall be deemed (either alone or in combination) to constitute such a change or effect: (a)(i) any adverse change attributable to the announcement or pendency of the transactions contemplated by this Agreement; or (ii) any adverse change attributable to or conditions generally affecting the United States economy or financial markets in general; (b) any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities anywhere in the world, any threat or escalation of armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing; or (c) any action by Rennova or RCHI approved or consented to in writing by FOXO.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Subsidiary**" shall mean any Person that an entity wholly-owns or controls, or in which such entity, directly or indirectly, owns a majority of the voting stock or similar voting interest.

"**Transaction Documents**" shall mean the Original Agreement, as amended and restated, the Note, the Guaranty, the RCHI Security Agreement and the FOXO Security Agreement.

12.2 Expenses. Except as otherwise expressly provided herein, each Party hereto shall bear its own expenses with respect to this Agreement and the transactions contemplated hereby.

12.3 Amendment. This Agreement may only be amended, modified or supplemented pursuant to a written agreement signed by each of the Parties hereto.

12.4 Survival of Representations and Warranties. All covenants, representations and warranties made herein shall survive the Closing of this Agreement and shall continue in full force and effect for a period of one (1) year from the Closing Date, at the end of which period no claim may be made with respect to any such covenant, representation, or warranty unless such claim shall have been asserted in writing to the other party during such period.

12.5 Press Release; Public Announcements. The Parties shall not make any public announcements in respect of this Agreement or the transactions contemplated herein without prior consultation and written approval by the other party as to the form and content thereof, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, any party may make any disclosure which its counsel advises is required by Applicable Law or regulation, including the intended filing of a report on Form 8-K with the SEC, in which case the other party shall be given such reasonable advance notice as is practicable in the circumstances and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

12.6 Notices. Any notice, demand, request, waiver or other communication required or permitted to be given pursuant to this Agreement must be in writing (including electronic format) and will be deemed by the parties to have been received (i) upon delivery in person (including by reputable express courier service) at the address set forth below; (ii) upon delivery by electronic mail (as verified by a printout showing satisfactory transmission) at the electronic mail address set forth below (if sent on a business day during normal business hours where such notice is to be received and if not, on the first business day following such delivery where such notice is to be received); or (iii) upon three business days after mailing with the United States Postal Service if mailed from and to a location within the continental United States by registered or certified mail, return receipt requested, addressed to the address set forth below. Any party hereto may from time to time change its physical or electronic address for notices by giving notice of such changed address or number to the other party in accordance with this section.

If to FOXO at:	FOXO Technologies, Inc. 729 Washington Avenue N., Suite 600 Minneapolis, Minnesota 55401 Attention: Mark White, Interim CEO Email Address: mark@kr8.ai
With an electronic copy (which will not constitute notice) to:	Business Legal Advisors, LLC Attention: Brian Higley, Esq. Email Address: brian@businesslegaladvisor.com
If to Rennova or RCHI at:	Rennova Health, Inc. 400 South Australian Avenue, Suite 800 West Palm Beach, Florida 33401 Attention: Seamus Lagan Email Address: slagan@rennovahealth.com
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: tcookson@shutts.com

12.7 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

12.8 Interpretation. The headings preceding the text of Articles and Sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively.

12.9 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.

12.10 Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, 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.

12.11 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns;*provided, however*, that no assignment of any rights or obligations shall be made by any party without the prior written consent of all the other parties hereto.

12.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective directors, officers, employees, agents and representatives, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

12.13 Further Assurances. Upon the reasonable request of the parties hereto, the other parties hereto shall, on and after the Closing Date, execute and deliver such other documents, releases, assignments and other instruments as may be required to effectuate completely the transactions contemplated by this Agreement.

12.14 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall remain in full force and shall not be affected thereby, and there shall be deemed substituted for such invalid, illegal or unenforceable provision a valid, legal and enforceable provision as similar as possible to the provision at issue.

12.15 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available by law, in equity or otherwise.

12.16 Entire Understanding. This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes all prior agreements, letters of intent, arrangements and understandings between the parties.

12.17 Exhibits and Schedules. Each of the exhibits, schedules, or similar attachments referenced in this Agreement is annexed hereto and is incorporated herein by this reference and expressly made a part hereof.

12.18 Counterparts. This Agreement 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.

12.19 Full Knowledge. By their signatures, the parties acknowledge that they have carefully read and fully understand the terms and conditions of this Agreement, 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 Agreement. 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 FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended and Restated Stock Exchange Agreement to be executed and delivered on the respective day and year set forth below.

FOXO Technologies Inc.

Date: September 10, 2024

By: */s/ Mark White*
Mark White, Interim CEO

Rennova Health, Inc.

Date: September 10, 2024

By: */s/ Seamus Lagan*
Seamus Lagan, Chief Executive Officer

Rennova Community Health, Inc.

Date: September 10, 2024

By: */s/ Seamus Lagan*
Seamus Lagan, Chief Executive Officer

Exhibit 10.3

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

RENNOVA COMMUNITY HEALTH, INC.

SENIOR SECURED NOTE

Issuance Date: September 10, 2024 Principal Amount: $22,000,000

FOR VALUE RECEIVED, Rennova Community Health, Inc., a Florida corporation (the "**Company**"), hereby promises to pay to Rennova Health, Inc., a Delaware corporation. or registered assigns (the "**Holder**") in cash the amount set forth above as the Principal Amount (as adjusted pursuant to the terms hereof pursuant to redemption or otherwise, the "**Principal**") when due, whether upon the Maturity Date (as defined below), acceleration, redemption or otherwise (in each case in accordance with the terms hereof) and to pay periodic interest, on any outstanding Principal as described in Section 2 and interest at the applicable Default Rate ("**Interest**") at any time during the occurrence and continuance of an Event of Default occurring from the date set out above as the Issuance Date (the "**Issuance Date**") until the same becomes due and payable, whether upon the Maturity Date, acceleration, redemption or otherwise (in each case in accordance with the terms hereof). This Note is secured by all the assets of the Company and its Subsidiaries pursuant to a Security and Pledge Agreement, dated as of the date hereof. Certain capitalized terms used herein are defined in Section 25.

(1) PAYMENTS OF PRINCIPAL; MANDATORY REPAYMENT . On the Maturity Date, if any portion of this Note remains outstanding, the Company shall pay to the Holder an amount in cash representing all outstanding Principal, and any accrued and unpaid Interest, and any other amounts then owing under this Note. The "**Maturity Date**" shall be September 10, 2026 as may be extended at the option of the Holder in the event that, and for so long as, an Event of Default (as defined in Section 3(a)) shall have occurred and be continuing on the Maturity Date (as may be extended pursuant to this Section 1) or any event shall have occurred and be continuing on the Maturity Date (as may be extended pursuant to this Section 1) that with the passage of time and the failure to cure would result in an Event of Default The Note shall require principal repayments equal to ten percent (10.0%) of the free cash flow (net cash from operations less capital expenditures) from the Company (including its Subsidiaries). Such principal repayments shall be paid on the 15th day of each month (if a Business Day, or the next Business Day thereafter), in arrears, beginning October 2024, along with an Officer's Certificate of the Company, certifying the calculation of such amount of free cash flow.

(2) INTEREST. Interest shall accrue hereunder at a rate of eight percent (8.0%) per annum for the first six months and twelve percent (12.0%) per annum thereafter until the Maturity Date unless and until an Event of Default has occurred. From and after the occurrence and during the continuance of any Event of Default, Interest shall accrue hereunder at twenty percent (20.0%) per annum (the "**Default Rate**"). Interest shall be computed on the basis of a 360-day year and twelve 30-day months and shall be payable, if applicable, on the Maturity Date to the record holder of this Note in cash by wire transfer of immediately available funds pursuant to wire instructions provided by the Holder in writing to the Company. Accrued and unpaid Interest, if any, may also be payable, at the election of the Holder, by way of inclusion of the Interest in the Note Amount (as defined below) upon any redemption hereunder occurring prior to the Maturity Date, including, without limitation, upon a Bankruptcy Event of Default redemption. In the event that an Event of Default is subsequently cured (and no other Event of Default then exists (including, without limitation, for the Company's failure to pay such Interest at the Default Rate on the Maturity Date)), Default Interest shall cease to accrue hereunder as of the calendar day immediately following the date of such cure; provided that the Interest as calculated and unpaid during the continuance of such Event of Default shall continue to apply to the extent relating to the days after the occurrence of such Event of Default through and including the date of such cure of such Event of Default; provided, further, that for the purpose of this Section 2, such Event of Default shall not be deemed cured unless and until any accrued and unpaid Interest shall be paid to the Holder. As used herein, " **Note Amount**" means the sum of (x) the portion of the Principal to be redeemed or otherwise with respect to which this determination is being made, and (y) accrued and unpaid Interest, if any, with respect to such Principal.

(3) RIGHTS UPON EVENT OF DEFAULT.

(a) Event of Default. Each of the following events or failure to comply therewith shall constitute an "**Event of Default**" and each of the events described in clauses (iii) and (iv) shall also constitute a "**Bankruptcy Event of Default**":

(i) the Company's failure to pay to the Holder any amount of Principal, Interest, Redemption Price or other amounts when and as due under this Note, except, in the case of a failure to pay Interest when and as due, in which case only if such failure continues for a period of at least an aggregate of two (2) Business Days;

(ii) any default under, redemption of or acceleration prior to maturity of any Indebtedness of the Company or any of its Subsidiaries other than with respect to this Note;

(iii) the Company or any of its Subsidiaries, pursuant to or within the meaning of Title 11, U.S. Code, or any similar federal, foreign or state law for the relief of debtors (collectively, "**Bankruptcy Law**"), (A) commences a bankruptcy voluntary case, (B) consents to the entry of an order for relief against it in an involuntary bankruptcy case or any involuntary bankruptcy case is not dismissed within 30 days, (C) consents to the appointment of a receiver, trustee, assignee, liquidator or similar official (a "**Custodian**"), (D) makes a general assignment for the benefit of its creditors or (E) admits in writing that it is generally unable to pay its debts as they become due;

(iv) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against the Company or any of its Subsidiaries in an involuntary case, (B) appoints a Custodian of the Company or any of its Subsidiaries or (C) orders the liquidation of the Company or any of its Subsidiaries;

(v) a final judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against the Company or any of its Subsidiaries and which judgments are not, within sixty (60) days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within sixty (60) days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a credit worthy party shall not be included in calculating the $250,000 amount set forth above so long as the Company provides the Holder a written statement from such insurer or indemnity provider (which written statement shall be reasonably satisfactory to the Holder) to the effect that such judgment is covered by insurance or an indemnity and the Company or such Subsidiary (as the case may be) will receive the proceeds of such insurance or indemnity within thirty (30) days of the issuance of such judgment;

(vi) any breach or failure in any respect to comply with any provision of this Note, including Sections 9 and 10 of this Note;

(vii) any material damage to, or loss, theft or destruction of a material amount of property of the Company or any of its Subsidiaries, whether

or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than fifteen (15) consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of the Company or any Subsidiary, if any such event or circumstance would reasonably be expected to have a Material Adverse Effect;

(viii) any Material Adverse Effect occurs;

(ix) the Company shall no longer be the direct wholly-owned subsidiary of FOXO Technologies Inc., or Scott County Community Hospital, Inc. shall no longer be a direct wholly-owned subsidiary of the Company;

(x) the Company or any Subsidiary shall sell or otherwise transfer any of its assets other than in its normal course of business consistent with past practices.

(xi) the Company or any Subsidiary shall merge, consolidate, or combine with or into any other Pension; or

(xii) the occurrence of any Event of Default as defined in any of the Transaction Documents (as defined in the RCHI Stock Exchange Agreement).

(b) Redemption Right. Subject to Section 3(c), at any time after the earlier of the Holder's receipt of an Event of Default Notice (as defined in Section 3 and the Holder becoming aware of an Event of Default, the Holder may require the Company to redeem (an "**Event of Default Redemption**") all or any portion of this Note by delivering written notice thereof (the "**Event of Default Redemption Notice**") to the Company, which Event of Default Redemption Notice shall indicate the portion of this Note the Holder is electing to require the Company to redeem. Each portion of this Note subject to redemption by the Company pursuant to this Section 3 shall be redeemed by the Company in cash by wire transfer of immediately available funds at a price equal to the product of (A) the Redemption Premium and (B) the Note Amount being redeemed (the "**Event of Default Redemption Price**"). To the extent redemptions required by this Section 3 are deemed or determined by a court of competent jurisdiction to be prepayments of the Note by the Company, such redemptions shall be deemed to be voluntary prepayments. The parties hereto agree that in the event of the Company's redemption of any portion of the Note under this Section the Holder's damages would be uncertain and difficult to estimate because of the parties' inability to predict future interest rates and the uncertainty of the availability of a suitable substitute investment opportunity for the Holder. Accordingly, any Redemption Premium with respect to an Event of Default due under this Section 3 is intended by the parties to be, and shall be deemed, a reasonable estimate of the Holder's actual loss of its investment opportunity and not as a penalty.

(c) Redemption upon Bankruptcy Event of Default. Notwithstanding anything to the contrary herein upon any Bankruptcy Event of Default, whether occurring prior to or following the Maturity Date, the Company shall immediately pay to the Holder an amount in cash representing 100% of all outstanding Principal, and all accrued and unpaid Interest, if any, in addition to any and all other amounts due hereunder (the "**Bankruptcy Event of Default Redemption Price**"), without the requirement for any notice or demand or other action by the Holder or any other Person; provided that the Holder may, in its sole discretion, waive such right to receive payment upon a Bankruptcy Event of Default, in whole or in part, and any such waiver shall not affect any other rights of the Holder hereunder, including any other rights in respect of such Bankruptcy Event of Default, and any right to payment of the Event of Default Redemption Price or any other Redemption Price, as applicable.

(4) OPTIONAL PREPAYMENT . The Company may prepay (each, an '**Optional Prepayment**") this Note in whole or in part at any time or from time to time by paying the Holder in cash by wire transaction of immediately available funds 100% of the Note Amount being prepaid. The Company may exercise its right to prepay under this Section 4 by delivering a written notice thereof by electronic mail and overnight courier to the Holder (an "**Optional Prepayment Notice**" and the date the Holder of the Note received such notice is referred to as the "**Optional Prepayment Notice Date**"). Each Optional Prepayment Notice shall be irrevocable. Each Optional Prepayment Notice shall (i) state the date on which the Optional Prepayment shall occur (the "**Optional Prepayment Date**"), which date shall not be less than two (2) Business Days following the applicable Optional Prepayment Notice Date, and (ii) state the aggregate Note Amount which the Company has elected to be subject to Optional Prepayment from the Holder pursuant to this Section on the related Optional Prepayment Date.

(5) NONCIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its Certificate of Incorporation or Bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all of the provisions of this Note and take all action as may be required to protect the rights of the Holder of this Note.

(6) REDEMPTIONS. The Company shall deliver the applicable Event of Default Redemption Price to the Holder within three (3) Business Days after the Company's receipt of the Holder's Event of Default Redemption Notice; provided that upon a Bankruptcy Event of Default, the Company shall deliver the applicable Bankruptcy Event of Default Redemption Price in accordance with Section 3 (as applicable, the "**Event of Default Redemption Date**"). The Company shall deliver the applicable Note Amount being prepaid to the Holder on the applicable Optional Prepayment Date. The Company shall pay the applicable Redemption Price to the Holder in cash by wire transfer of immediately available funds pursuant to wire instructions provided by the Holder in writing to the Company on the applicable due date. In the event of a redemption of less than all of the Note Amount of this Note, the Company shall promptly cause to be issued and delivered to the Holder a new Note (in accordance with Section 18(d)) representing the outstanding Principal which has not been redeemed and any accrued Interest on such Principal which shall be calculated as if no Redemption Notice has been delivered. In the event that the Company does not pay a Redemption Price to the Holder within the time period required, at any time thereafter and until the Company pays such unpaid Redemption Price in full, the Holder shall have the option, in lieu of redemption, to require the Company to promptly return to the Holder all or any portion of this Note representing the Note Amount that was submitted for redemption and for which the applicable Redemption Price has not been paid. Upon the Company's receipt of such notice, (x) the applicable Redemption Notice shall be null and void with respect to such Note Amount, and (y) the Company shall immediately return this Note, or issue a new Note (in accordance with Section 13) to the Holder representing such Note Amount to be redeemed.

(7) VOTING RIGHTS. The Holder shall have no voting rights as the holder of this Note.

(8) RANK. All payments due under this Note shall be senior to all other Indebtedness of the Company and its Subsidiaries.

(9) NEGATIVE COVENANTS. Except as noted below, until all of this Note has been redeemed or otherwise satisfied in full in accordance its terms, the Company shall not, and the Company shall not permit any of its Subsidiaries without the prior written consent of the Holder to, directly or indirectly by merger or otherwise:

(a) while the Note remains outstanding, incur or guarantee, assume or suffer to exist any Indebtedness, other than Permitted Indebtedness;

(b) allow or suffer to exist any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by the Company or any of its Subsidiaries (collectively, "**Liens**") other than Permitted Liens;

(c) redeem, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any Indebtedness (other than this Note), whether by way of payment in respect of principal of (or premium, if any) or interest on, such Indebtedness if at the time such payment is due or is otherwise made or, after giving effect to such payment, an event constituting, or that with the passage of time and without being cured would constitute, an Event of Default has occurred and is continuing;

(d) redeem, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any Indebtedness (including, without limitation Permitted Indebtedness other than this Note), by way of payment in respect of principal of (or premium, if any) such Indebtedness. For clarity, such restriction shall not preclude the payment of regularly scheduled interest payments which may accrue under such Permitted Indebtedness;

(e) redeem or repurchase any Equity Interest of the Company;

(f) declare or pay any cash dividend or distribution on any Equity Interest of the Company or of its Subsidiaries other than wholly-owned Subsidiaries;

(g) make, any change in the nature of its business as currently conducted or modify its corporate structure or purpose;

(h) encumber, license or otherwise allow any Liens on any Intellectual Property Rights, including, without limitation, any claims for damage by way of past, present, or future infringement of any of the foregoing, in each case, other than Permitted Liens.

(i) enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, license, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof; or

(j) issue any notes or issue any other securities that would cause a breach or default under the Note.

(10) AFFIRMATIVE COVENANTS. Until all of this Note has been redeemed or otherwise satisfied in full in accordance with its terms, the Company shall, and the Company shall cause each Subsidiary to, unless otherwise agreed to by the Holder, directly and indirectly:

(a) maintain and preserve its existence, rights and privileges, and become or remain duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary;

(b) maintain and preserve all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted, and comply at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder;

(c) take all action necessary or advisable to maintain all of the Intellectual Property Rights that are necessary or material to the conduct of its business in full force and effect;

(d) maintain insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any governmental authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated; and

(e) promptly, but in any event within one (1) Business Day, notify the Holder in writing whenever an Event of Default (an "**Event of Default Notice**") occurs.

(11) CHANGE THE TERMS OF THE NOTE. The written consent of the Holder shall be required for any exchange, change or amendment or waiver of any provision to this Note.

(12) TRANSFER. This Note may be offered, sold, assigned or transferred by the Holder without the consent of the Company.

(13) REISSUANCE OF THIS NOTE.

(a) Transfer. If this Note is to be transferred, the Holder shall surrender this Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Note, registered as the Holder may request, representing the outstanding Principal being transferred by the Holder and, if less than the entire outstanding Principal is being transferred, a new Note to the Holder representing the outstanding Principal not being transferred. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that following redemption of any portion of this Note, the outstanding Principal represented by this Note may be less than the Principal stated on the face of this Note.

(b) Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form (but without any obligation to post a surety or other bond) and, in the case of mutilation, upon surrender and cancellation of this Note, the Company shall execute and deliver to the Holder a new Note representing the outstanding Principal.

(c) Note Exchangeable for Different Denominations. This Note is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Note or notes (representing in the aggregate the outstanding Principal of this Note), and each such new Note will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

(d) Issuance of New Notes. Whenever the Company is required to issue a new Note pursuant to the terms of this Note, such new Note (i) shall be of like tenor with this Note, (ii) shall represent, as indicated on the face of such new Note, the Principal remaining outstanding (or in the case of a new Note being issued, the Principal designated by the Holder which, when added to the principal represented by the other new Notes issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Note immediately prior to such issuance of new Notes), (iii) shall have an issuance date, as indicated on the face of such new Note, which is the same as the Issuance Date of this Note, (iv) shall have the same rights and conditions as this Note, and (v) shall represent accrued and unpaid Interest, if any, from the Issuance Date.

(14) REMEDIES, CHARACTERIZATIONS, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note at law or in equity (including a decree of specific performance and/or other injunctive relief). No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothingherein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, redemption and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(15) PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note or (b) there occurs any bankruptcy, reorganization, receivership of the Company or other proceedings affecting Company creditors' rights and involving a claim under this Note, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

(16) CONSTRUCTION; HEADINGS. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

(17) FAILURE OR INDULGENCE NOT WAIVER. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(18) DISPUTE RESOLUTION. In the case of a dispute as to the determination of any Redemption Price, the Company shall pay the applicable Redemption Price that is not disputed, and the Company shall submit the disputed determinations or arithmetic calculations via electronic mail within one (1) Business Day of receipt, or deemed receipt, of the Redemption Notice or other event giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation within one (1) Business Day of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within one (1) Business Day submit via electronic mail the disputed arithmetic calculation of any Redemption Price to an independent, outside accountant, selected by the Holder and approved by the Company, such approval not to be unreasonably withheld, conditioned or delayed. The Company, at the Company's expense, shall cause the accountant to perform the determinations or calculations and notify the Company and the Holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(19) NOTICES; PAYMENTS.

(a) Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the RCHI Stock Exchange Agreement. The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Note, including in reasonable detail a description of such action and the reason therefor.

(b) Payments. Whenever any payment of cash is to be made by the Company to any Person pursuant to this Note, such payment shall be made in lawful money of the United States of America via wire transfer of immediately available funds to an account designated by the Holder; provided, that the Holder, upon written notice to the Company, may elect to receive a payment of cash in lawful money of the United States of America by a check drawn on the account of the Company and sent via overnight courier service to such Person at such address as previously provided to the Company in writing. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day, the same shall instead be due on the next succeeding day which is a Business Day.

(20) CANCELLATION. After all Principal, any accrued Interest and any other amounts at any time owed on this Note have been paid in full, this Note shall automatically be deemed canceled and shall not be reissued, sold or transferred.

(21) WAIVER OF NOTICE. To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

(22) GOVERNING LAW; JURISDICTION; JURY TRIAL. This Note shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Palm Beach County, Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Company hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to the Company pursuant to Section 19(a) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to the Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holder. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(23) SEVERABILITY. If any provision of this Note is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Note so long as this Note as so modified continues to express, without material change, the original intentions of the Company and the Holder as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the Company or the Holder or the practical realization of the benefits that would otherwise be conferred upon the Company or the Holder. The Company and the Holder will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(24) USURY. This Note is subject to the express condition that at no time shall the Company be obligated or required to pay interest hereunder at a rate or in an amount which could subject the Holder to either civil or criminal liability as a result of being in excess of the maximum interest rate or amount which the Company is permitted by applicable law to contract or agree to pay. If by the terms of this Note, the Company is at any time required or obligated to pay interest hereunder, including by way of an original issue discount, at a rate or in an amount in excess of such maximum rate or amount, the rate or amount of interest under this Note shall be deemed to be immediately reduced to such maximum rate or amount and the interest payable shall be computed at such maximum rate or be in such maximum amount and all prior interest payments in excess of such maximum rate or amount shall be applied and shall be deemed to have been payments in reduction of the principal balance of this Note.

(25) CERTAIN DEFINITIONS. For purposes of this Note, the following terms shall have the following meanings:

(a) "**Affiliate**" shall have the meaning ascribed to such term in Rule 405 of the Securities Act.

(b) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York, New York generally are open for use by customers on such day.

(c) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any Indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(d) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(e) "**GAAP**" means United States generally accepted accounting principles, consistently applied during the periods involved.

(f) "**Group**" means a "group" as that term is used in Section 13(d) of the Exchange Act and as defined in Rule 13d-5 thereunder.

(g) "**Indebtedness**" of any Person means, without duplication (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services, including (without limitation) "finance leases" in accordance with GAAP (other than trade payables entered into in the ordinary course of business consistent with past practice), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, is classified as a finance lease, (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, deed of trust, lien, pledge, charge, security interest or other encumbrance of any nature whatsoever in or upon any property or assets (including accounts and contract rights) with respect to any asset or property owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (vii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above.

(h) "**Intellectual Property Rights**" shall have the meaning ascribed to such term in the RCHI Stock Exchange Agreement.

(i) "**Material Adverse Effect**" means any change or effect that is, or is reasonably likely to be; materially adverse to the business, assets and liabilities (taken together), financial condition or operations or results of operations of the Company and its Subsidiaries taken as a whole; provided, however, that none of the following shall be deemed (either alone or in combination) to constitute such a change or effect: (a) any adverse change attributable to or conditions generally affecting the United States economy or financial markets in general, (b) any act or threat of terrorism or war anywhere in the world; any armed hostilities or terrorist activities anywhere in the world, any threat of escalation of armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing, or (c) any action approved in writing by the Holder,

(j) "**Permitted Indebtedness**" means (i) Indebtedness evidenced by this Note, (ii) trade payables incurred in the ordinary course of business and consistent with past practice and (iii) unsecured Indebtedness incurred by the Company that is made expressly subordinate in right of payment to the Indebtedness evidenced by this Note, as reflected in a written agreement acceptable to the Holder and approved by the Holder in writing, and which Indebtedness (a) does not provide at any time for the payment, prepayment, repayment, repurchase or defeasance, directly or indirectly, of any principal or premium, if any, thereon until ninety-one (91) days after the Maturity Date or later and (b) includes terms and conditions acceptable to the Holder.

(k) "**Permitted Liens**" means (i) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent, (iii) any Lien created by operation of law, such as materialmen's liens, mechanics' liens and other similar liens, arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (iv) Liens (A) upon or in any equipment acquired or held by the Company or any of its Subsidiaries to secure the purchase price of such equipment or Indebtedness incurred solely for the purpose of financing the acquisition or lease of such equipment, or (B) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, (v) leases or subleases and licenses and sublicenses granted to others in the ordinary course of the Company's business, not interfering in any material respect with the business of the Company and its Subsidiaries taken as a whole, (vi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of custom duties in connection with the importation of goods and (vii) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 3(a)(v).

(l) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

(m) "**Redemption Dates**" means, collectively, the Event of Default Redemption Dates and the Optional Prepayment Date, as applicable, each of the foregoing, individually, a Redemption Date.

(n) "**Redemption Notices**" means, collectively, the Event of Default Redemption Notices and the Optional Prepayment Notice, each of the foregoing, individually, a Redemption Notice.

(o) "**Redemption Premium**" means 125%.

(p) "**Redemption Prices**" means, collectively, the Event of Default Redemption Prices and the Note Amount being prepaid upon any Optional Prepayment, each of the foregoing, individually, a Redemption Price.

(q) "**RCHI Stock Exchange Agreement**" means that Stock Exchange Agreement among the Company, FOXO Technologies Inc., and Rennova Health, Inc., dated as of June 10, 2024, as amended and restated as of September 10, 2024.

(r) "**Securities Act**" means the Securities Act of 1933, as amended.

(s) "**Subsidiary**" shall have the meaning ascribed to such term in the RCHI Stock Exchange Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed as of the Issuance Date set out above.

Rennova Community Health, Inc.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: CEO

Exhibit 10.4

GUARANTY AGREEMENT

This GUARANTY AGREEMENT is dated and effective as of September 10, 2024 (as amended, restated or modified from time to time, the "Guaranty"), and is made by FOXO Technologies Inc., a corporation incorporated under the laws of the State of Delaware ("FOXO"), and Scott County Community Hospital, Inc., a corporation incorporated under the laws of the State of Tennessee ("Scott County" and, collectively with FOXO, the "Guarantors"), in favor of Rennova Health, Inc., a corporation organized and existing under the laws of the State of Delaware ("Rennova").

WHEREAS, Rennova Community Health, Inc., a corporation incorporated under the laws of the State of Florida (the "Company"), issued an Amended and Restated Senior Secured Note, dated and effective as of even date herewith (the "Note") to Rennova, in connection with that certain Securities Exchange Agreement, dated as of June 10, 2024, and as amended and restated as of September 10, 2024, by and among the Guarantor, the Company and Rennova (the "Exchange Agreement"); and

WHEREAS, in order to induce Rennova to accept the Note, and with full knowledge that Rennova would not accept the Note without this Guaranty, Guarantors have agreed to execute and deliver this Guaranty to Rennova, for the benefit of Rennova, as security for the Obligations of the Company; and

WHEREAS, the Guarantors are affiliates of the Company and/or will significantly benefit from Rennova's acceptance of the Note from the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties each intending to be legally bound, hereby do agree as follows:

1. OBLIGATIONS GUARANTEED

Guarantors hereby guaranty and become surety to Rennova for the full, prompt and unconditional payment and performance of the Obligations, when and as the same shall become due, whether at the stated maturity date, by acceleration or otherwise, and the full, prompt and unconditional performance of each term and condition to be performed by Company under the Note and the other Transaction Documents. This Guaranty is a primary obligation of Guarantors and shall be a continuing inexhaustible Guaranty. This is a guaranty of payment and not of collection. Rennova may require Guarantors to pay and perform their liabilities and obligations under this Guaranty and may proceed immediately against Guarantors without being required to bring any proceeding or take any action against Company or any other Person prior thereto; the liability of Guarantors hereunder being independent of and separate from the liability of Company, any other Person, and the availability of other collateral security for the Note and the other Transaction Documents.

2. DEFINITIONS

All capitalized terms used in this Guaranty that are defined in the Exchange Agreement shall have the meanings assigned to them in the Exchange Agreement, unless the context of this Guaranty requires otherwise. For the avoidance of doubt, "Obligations" shall include all obligations evidenced by the Note, as it may be supplemented, replaced, restated, revised or amended.

3. REPRESENTATIONS AND WARRANTIES. Guarantors represent and warrant to Rennova as follows:

3.1 Organization, Powers. (i) Each Guarantor is duly formed and organized and has the power and authority (a) to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (b) to execute, deliver and perform (and the officer executing this Guaranty on behalf of each Guarantor has been duly authorized to so act and execute this Guaranty on behalf of such Guarantor), and (ii) each Guarantor has by all necessary action authorized the execution, delivery and performance of all of its obligations under this Guaranty and any other Transaction Documents to which it is a party.

3.2 Execution of Guaranty. This Guaranty, and each other Transaction Document to which each Guarantor is a party, have been duly executed and delivered by such Guarantor. Execution, delivery and performance of this Guaranty and each other Transaction Document to which each Guarantor is a party will not: (i) violate any provision of any law, rule or regulation, any judgment, order, writ, decree or other instrument of any governmental authority, or any provision of any contract or other instrument to which such Guarantor is a party or by which such Guarantor or any of its properties or assets are bound; (ii) result in the creation or imposition of any lien, claim or encumbrance of any nature, other than the liens created by the Transaction Documents; and (iii) require any consent from, exemption of, or filing or registration with, any governmental authority or any other Person, other than any filings in connection with the liens created by the Transaction Documents.

3.3 Obligations of Guarantor. This Guaranty and each other Transaction Document to which any Guarantor is a party are the legal, valid and binding obligations of such Guarantor, enforceable against such Guarantor in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by equitable principles which may affect the availability of specific performance and other equitable remedies. The issuance of the Note by the Company and the assumption by Guarantors of their obligations hereunder and under any other Transaction Document to which any Guarantor is a party will result in material benefits to the Guarantors.

3.4 Litigation. There is no demand, claim, suit, action, litigation, investigation, audit, study, arbitration, administrative hearing, or any other proceeding of any nature whatsoever at law or in equity or by or before any governmental authority now pending or, to the knowledge of Guarantors, threatened, against or affecting any Guarantor or any of its properties, assets or rights which, if adversely determined, would materially impair or affect such Guarantor's capacity to consummate and perform its obligations under this Guaranty or any other Transaction Document to which such Guarantor is a party.

4. LIABILITY

4.1 The Guarantors acknowledge that the obligations undertaken herein involve the guaranty of obligations of a Person other than the Guarantors and, in full recognition of that fact, the Guarantors consent and agree that Rennova may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness of this Guaranty: (i) change the manner, place or terms of payment of (including, without limitation, any increase or decrease in the principal amount of the Obligations or the interest rate), and/or change or extend the time for payment of, or renew, supplement or modify, any of the Obligations, any security therefor, or any of the Transaction Documents evidencing same, and the Guaranty herein made shall apply to the Obligations and the Transaction Documents as so changed, extended, renewed, supplemented or modified; (ii) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order, any property securing the Obligations; (iii) supplement, modify, amend or waive, or enter into or give any agreement, approval, waiver or consent with respect to, any of the Obligations, or any part thereof, or any of the Transaction Documents, or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iv) exercise or refrain from exercising any rights against Company or other Persons (including any Guarantor) or against any security for the Obligations; (v) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Transaction Documents or the Obligations, or any part thereof; (vi) accept partial payments on the Obligations; (vii) receive and hold additional security or guaranties for the Obligations, or any part thereof; (viii) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale

thereof as Rennova, in its sole and absolute discretion, may determine; (ix) add, release, settle, modify or discharge the obligation of any maker, endorser, Guarantor, surety, obligor or any other Person who is in any way obligated for any of the Obligations, or any part thereof; (x) settle or compromise any Obligations, whether in a Proceeding or not, and whether voluntarily or involuntarily, dispose of any security therefor (with or without consideration and in whatever manner Rennova deems appropriate), and subordinate the payment of any of the Obligations, whether or not due, to the payment of liabilities owing to creditors of Company other than Rennova and the Guarantors; (xi) consent to the merger, change or any other restructuring or termination of the corporate existence of Company or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of the Guarantors or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations; (xii) apply any sums it receives, by whomever paid or however realized, to any of the Obligations and/or (xiii) take any other action which might constitute a defense available to, or a discharge of, Company or any other Person (including the Guarantors) in respect of the Obligations.

4.2 The invalidity, irregularity or unenforceability of all or any part of the Obligations or any Transaction Document, or the impairment or loss of any security therefor, whether caused by any action or inaction of Rennova, or otherwise, shall not affect, impair or be a defense to any Guarantor's obligations under this Guaranty.

4.3 Upon the occurrence and during the continuance of any Event of Default, Rennova may enforce this Guaranty independently of any other remedy, guaranty or security Rennova at any time may have or hold in connection with the Obligations, and it shall not be necessary for Rennova to marshal assets in favor of Company, or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. The Guarantors expressly waive any right to require Rennova to marshal assets in favor of Company or any other Person, or to proceed against Company or any other Guarantor of the Obligations or any collateral provided by any Person, and agree that Rennova may proceed against any obligor and/or the collateral in such order as Rennova shall determine in its sole and absolute discretion. The Guarantors agree that Rennova and Company may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

4.4 Each Guarantor expressly waives, to the fullest extent permitted by applicable law, any and all defenses which such Guarantor shall or may have as of the date hereof arising or asserted by reason of: (i) any disability or other defense of the Company, with respect to the Obligations; (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of the Company or any other Guarantor (other than by reason of the full payment and performance of all Obligations (other than contingent indemnification obligations)); (iv) any failure of Rennova to marshal assets in favor of the Company or any other Person; (v) any failure of Rennova to give notice of sale or other disposition of collateral to Company or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of Rennova to comply with applicable laws in connection with the sale or other disposition of any collateral or other security for any Obligations, including, without limitation, any failure of Rennova to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligations; (vii) any act or omission of Rennova or others that directly or indirectly results in or aids the discharge or release of the Company or any other Guarantor, or of any security or guaranty therefor by operation of law or otherwise; (viii) any law which provides that the obligation of a surety or any Guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or such Guarantor's obligation in proportion to the principal obligation; (ix) any failure of Rennova to file or enforce a claim in any bankruptcy or other proceeding with respect to any other Person; (x) the election by Rennova, in any bankruptcy proceeding of any other Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code in any bankruptcy proceeding of any other Person; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code in any bankruptcy proceeding of any other Person; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any other Person; (xiv) the avoidance of any lien or security interest in favor of Rennova for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any other Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Rennova that is authorized by this Section or any other provision of any Transaction Document. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

4.5 This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until such date as all amounts owing by the Company to Rennova shall have been paid in full in cash and all obligations of the Company with respect to any of the Obligations shall have terminated or expired (other than contingent indemnification obligations) (such date is referred to herein as the "Termination Date").

4.6 Notwithstanding any provision herein contained to the contrary, each Guarantor's liability hereunder shall be limited to an amount not to exceed as of any date of determination the greater of:

(i) the amount of all Obligations; and

(ii) the amount which could be claimed by Rennova from the Guarantor under this Guaranty without rendering such claim voidable or avoidable under the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Guarantor's right of contribution and indemnification.

5. LIMITATION ON SUBROGATION

Until the Termination Date, each Guarantor waives any present or future right to which such Guarantor is or may become entitled to be subrogated to Rennova's rights against Company or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of Rennova against Company or any security which Rennova now has or hereafter acquires, whether or not such claim, right or remedy arises under contract, in equity, by statute, under common law or otherwise. If, notwithstanding such waiver, any funds or property shall be paid or transferred to any Guarantor on account of such subrogation, contribution, reimbursement, or indemnification at any time when all of the Obligations have not been paid in full, such Guarantor shall hold such funds or property in trust for Rennova and shall forthwith pay over to Rennova such funds and/or property to be applied by Rennova to the Obligations.

6. COVENANTS

6.1 Subordination of Other Debts. Each Guarantor hereby: (a) subordinates the obligations now or hereafter owed by Company to such Guarantor ("Subordinated Debt") to any and all obligations of Company to Rennova now or hereafter existing while this Guaranty is in effect, and hereby agrees that such Guarantor will not request or accept payment of or any security for any part of the Subordinated Debt, and any proceeds of the Subordinated Debt paid to such Guarantor, through error or otherwise, shall immediately be forwarded to Rennova by such Guarantor, properly endorsed to the order of Rennova, to apply to the Obligations.

6.2 Security for Guaranty. Each obligation and liability of each Guarantor evidenced by this Guaranty is also secured by all of the Collateral of the Guarantors pursuant to that certain Security Agreement by and between FOXO and Rennova, dated as of September 10, 2024, and that certain Security Agreement by and among the Company,

Scott County and Rennova, dated as of September 10, 2024 (together with any amendments thereto, collectively, the "Security Agreements"). All of the agreements, conditions, covenants, provisions, representations, warranties and stipulations contained in the Security Agreements or any other Transaction Documents to which a Guarantor is a party which are to be kept and performed by the Guarantors are hereby made a part of this Guaranty to the same extent and with the same force and effect as if they were fully set forth herein, and each Guarantor covenants and agrees to keep and perform them, or cause them to be kept or performed, strictly in accordance with their terms.

7. EVENTS OF DEFAULT

Each of the Events of Default by any party in the Note, Security Agreements or any other Transaction Document shall constitute an Event of Default hereunder. Each of the following shall also constitute an Event of Default hereunder:

(i) any Guarantor fails to pay any amount payable under this Guaranty when the same becomes due and payable;

(ii) any Guarantor fails to perform or observe any other term, covenant or agreement contained in this Guaranty, if such failure remains unremedied for five days after written notice thereof has been given to such Guarantor;

(iii) any representation or warranty made or deemed made by any Guarantor herein proves to have been incorrect in any material respect when made or deemed made;

(iv) any Guarantor, pursuant to or within the meaning of Title 11, U.S. Code, or any similar federal, foreign or state law for the relief of debtors (collectively, "Bankruptcy Law"), (A) commences a bankruptcy voluntary case, (B) consents to the entry of an order for relief against it in an involuntary bankruptcy case or any involuntary bankruptcy case is not dismissed within 30 days, (C) consents to the appointment of a receiver, trustee, assignee, liquidator or similar officer (a "Custodian"), (D) makes a general assignment for the benefit of its creditors, or (E) admits in writing that it is generally unable to pay its debts as they become due;

(v) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against any Guarantor in an involuntary case, (B) appoints a Custodian of any Guarantor or (C) orders the liquidation of any Guarantor; or

(vi) a final judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against any Guarantor and which judgments are not, within sixty (60) days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within sixty (60) days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a creditworthy party shall not be included in calculating the $250,000 amount set forth above so long as such Guarantor provides Rennova a written statement from such insurer or indemnity provider (which written statement shall be reasonably satisfactory to Rennova) to the effect that such judgment is covered by insurance or an indemnity and such Guarantor will receive the proceeds of such insurance or indemnity within thirty (30) days of the issuance of such judgment.

8. REMEDIES

8.1 Upon an Even of Default, which is not timely cured, all liabilities and obligations of any Guarantor hereunder shall become immediately due and payable without demand or notice and, in addition to any other remedies provided by law or in equity, Rennova may:

8.1.1 Enforce the obligations of the Guarantors under this Guaranty.

8.1.2 To the extent not prohibited by and in addition to any other remedy provided by law or equity, setoff against any of the Obligations any sum owed by Rennova in any capacity to any Guarantor whether due or not.

8.1.3 Perform any covenant or agreement of any Guarantor in default hereunder (but without obligation to do so) and in that regard pay such money as may be required or as Rennova may reasonably deem expedient. Any costs, expenses or fees, including reasonable attorneys' fees and costs, incurred by Rennova in connection with the foregoing shall be included in the Obligations guaranteed hereby, and shall be due and payable on demand, together with interest at the highest non-usurious rate permitted by applicable law, such interest to be calculated from the date of such advance to the date of repayment thereof. Any such action by Rennova shall not be deemed to be a waiver or release of any Guarantor hereunder and shall be without prejudice to any other right or remedy of Rennova.

8.2 Settlement of any claim by Rennova against Company, whether in any Proceeding or not, and whether voluntary or involuntary, shall not reduce the amount due under the terms of this Guaranty, except to the extent of the amount actually paid by Company or any other obligated Person and legally retained by Rennova in connection with the settlement (unless otherwise provided for herein or therein).

9. MISCELLANEOUS

9.1 Remedies Cumulative. The rights and remedies of Rennova, as provided herein and in any other Transaction Document, shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Rennova at law or in equity. The failure, at any one or more times, of Rennova to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Rennova shall have the right to take any action it deems appropriate without the necessity of resorting to any collateral securing this Guaranty.

9.2 Integration. This Guaranty and the other Transaction Documents constitute the sole agreement of the parties with respect to the transactions contemplated hereby and thereby and supersede all oral negotiations and prior writings with respect thereto.

9.3 Attorneys' Fees and Expenses. If Rennova retains the services of counsel by reason of a claim of an Event of Default hereunder or under any of the other Transaction Documents, or on account of any matter involving this Guaranty, or for examination of matters subject to Rennova's approval under the Transaction Documents, all costs of suit and all reasonable attorneys' fees and such other reasonable expenses so incurred by Rennova shall forthwith, on demand, become due and payable and shall be secured hereby.

9.4 No Implied Waiver. Rennova shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Rennova, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

9.5 Waiver. Except as otherwise provided herein or in any of the Transaction Documents, each Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations and waives notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest or dishonor, and all other notices to which any Guarantor might otherwise be entitled or which might be required by law to be given by Rennova. Each Guarantor waives the right to any stay of execution and the benefit of all exemption laws, to the extent permitted by law, and any other protection granted by law to any Guarantor, now or hereafter in effect with respect to any action or proceeding brought by Rennova against it. Each Guarantor irrevocably waives all claims of waiver, release, surrender, alteration or compromise and the right to assert against Rennova any

defenses, set-offs, counterclaims, or claims that any Guarantor may have at any time against Company or any other party liable to Rennova.

9.6 No Third-Party Beneficiary. Except as otherwise provided herein, no party hereto intends the benefits of this Guaranty to inure to any third party and no third party (including Company) shall have any status, right or entitlement under this Guaranty.

9.7 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Guaranty shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.8 Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Guaranty shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that this Guaranty cannot be assigned by any Guarantor without the prior written consent of Rennova, and any such assignment or attempted assignment by any Guarantor shall be void and of no effect with respect to Rennova.

9.9 Modifications. This Guaranty may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.10 Sales or Participations. Rennova may from time to time sell or assign the Note, in whole or in part, or grant participations in the Note and/or the obligations evidenced thereby without the consent of Company or any Guarantor, provided, however, Rennova shall provide written notice to Company and Guarantors of any such assignment or grant of participations. The holder of any such sale, assignment or participation, if the applicable agreement between Rennova and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Rennova (to the extent of such holder's interest or participation); and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Guarantors (to the extent of such holder's interest or participation), in each case as fully as though Guarantors are directly indebted to such holder. Rennova may in its discretion give notice to Guarantors of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Rennova's or such holder's rights hereunder.

9.11 MANDATORY FORUM SELECTION. ANY DISPUTE ARISING UNDER, RELATING TO, OR IN CONNECTION WITH THIS GUARANTY OR RELATED TO ANY MATTER WHICH IS THE SUBJECT OF OR INCIDENTAL TO THIS GUARANTY, ANY OTHER TRANSACTION DOCUMENT, OR THE COLLATERAL (WHETHER OR NOT SUCH CLAIM IS BASED UPON BREACH OF CONTRACT OR TORT) SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA; PROVIDED, HOWEVER, RENNOVA MAY, AT ITS SOLE OPTION, ELECT TO BRING ANY ACTION IN ANY OTHER JURISDICTION. THIS PROVISION IS INTENDED TO BE A "MANDATORY" FORUM SELECTION CLAUSE AND GOVERNED BY AND INTERPRETED CONSISTENT WITH FLORIDA, DELAWARE OR TENNESSEE LAW, AS APPLICABLE. GUARANTORS HEREBY WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENT THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GUARANTORS, AS SET FORTH HEREIN OR IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

9.12 Notices. All notices, requests and demands to or upon Rennova or Guarantors, to be effective, shall be delivered in the manner and addressed at the applicable address set forth in the Exchange Agreement. The Guarantors agree and acknowledge that notice may be sent and delivered to the Company, as required under the Exchange Agreement, and such notice to the Company shall be deemed valid and effective notice to Guarantors hereunder.

9.13 Governing Law. Except in the case of the Mandatory Forum Selection clause set forth in Section 9.11 hereof, this Guaranty shall be governed by and construed in accordance with the substantive laws of the State of Delaware without reference to conflict of laws principles.

9.14 Joint and Several Liability. The word "Guarantor" or "Guarantors" shall mean all of the undersigned persons, if more than one, and their liability shall be joint and several.

9.15 Continuing Enforcement. If, after receipt of any payment of all or any part of the Obligations, Rennova is compelled or reasonably agrees, for settlement purposes, to surrender such payment to any person or entity which is not an Affiliate of Rennova for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Guaranty shall continue in full force and effect or be reinstated, as the case may be, and Guarantors shall be liable for, and shall indemnify, defend and hold harmless Rennova with respect to the full amount so surrendered. The provisions of this Section shall survive the termination of this Guaranty and shall remain effective notwithstanding the payment of the Obligations, the cancellation, exchange or redemption of the Note, this Guaranty or any other Transaction Document, the release of any security interest, lien or encumbrance securing the Obligations or any other action which Rennova may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the Obligations having become final and irrevocable.

9.16 WAIVER OF JURY TRIAL. GUARANTORS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY RENNOVA OR ANY GUARANTOR ON OR WITH RESPECT TO THIS GUARANTY OR ANY OTHER TRANSACTION DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. RENNOVA AND GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, RENNOVA AND GUARANTORS WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GUARANTORS ACKNOWLEDGE AND AGREE THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS GUARANTY AND THAT RENNOVA WOULD NOT ACCEPT THE NOTE IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS GUARANTY.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed and delivered this Guaranty Agreement as of the day and year first above written.

FOXO TECHNOLOGIES INC.

By: */s/ Mark White*
Name: Mark White

Title: Interim CEO

SCOTT COUNTY COMMUNITY HOSPITAL, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: CEO

Exhibit 10.5

SECURITY AND PLEDGE AGREEMENT

SECURITY AND PLEDGE AGREEMENT, dated as of September 10, 2024 (this "**Agreement**"), made by Rennova Community Health, Inc., a Florida corporation, with offices located at 109 Peterson Road, Farragut, Tennessee 37934 (the "**Company**"), and each of the undersigned direct and indirect Subsidiaries of the Company from time to time, if any (each a **"Grantor"** and together with the Company, collectively, the **"Grantors"),** in favor of the Noteholders (as hereinafter defined).

WITNESSETH:

WHEREAS, the Company, FOXO Technologies Inc., a Delaware corporation ("**FOXO**"), and Rennova Health, Inc., a Delaware corporation ("**Rennova**"), are parties to the Securities Exchange Agreement, dated as of June 10, 2024, as amended and restated as of September 10, 2024 (the "**Exchange Agreement**"), pursuant to which the Company shall be required to issue, and Rennova shall accept, the "Note" issued pursuant thereto (as such Note may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms thereof, the **"Note"**);

WHEREAS, certain Grantors (other than the Company) from time to time and FOXO (each a **"Guarantor"** and, collectively, the **"Guarantors"**) may execute and deliver one or more guarantees (each, a **"Guaranty"** and collectively, the **"Guaranties"**) for the benefit of the Noteholders, with respect to the Company's obligations under the Exchange Agreement, the Notes and the other Transaction Documents (as defined in the Exchange Agreement);

WHEREAS, it is a condition precedent to Rennova's obligation to accept the Notes issued pursuant to the Exchange Agreement that the Grantors shall have executed and delivered to the Noteholders this Agreement providing for the grant to the Noteholders, of a valid, enforceable, and perfected security interest in all personal property of each Grantor to secure all of the Company's obligations under the Transaction Documents and the Guarantors' obligations under the Guaranties, as applicable; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of, such Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce Rennova to perform under the Exchange Agreement, each Grantor agrees with the Noteholders, as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Exchange Agreement and the Notes for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Exchange Agreement, the Notes or in the Code (as defined below), and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of the Code except as the Noteholders may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangibles", "Proceeds", "Promissory Notes", "Security", "Record", "Security Account", "Software", and "Supporting Obligations".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Affiliate" of any Person means any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Bankruptcy Code" means Chapter 11 of Title 11 of the United States Code, 11 U.S.C §§ 101 et seq. (or other applicable bankruptcy, insolvency or similar laws).

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Capital Stock" means (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock (including, without limitation, any warrants, options, rights or other securities exercisable or convertible into equity interests or securities of such Person), and (ii) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Closing Date" means the date the Company initially issues the Note pursuant to the terms of the Exchange Agreement.

"Code" means Articles 8 or 9 of the Uniform Commercial Code as in effect from time to time in the State of Florida; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Florida, "Code" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Collateral" shall have the meaning set forth in Section 2(a) of this Agreement.

"Company" shall have the meaning set forth in the preamble hereto.

"Event of Default" means (a) any failure by any Grantor to perform or observe any term, covenant or agreement contained in this Agreement; (b) any representation or warranty made or deemed made by any Grantor in this Agreement proves to have been incorrect in any material respect when made or deemed made; or (c) any Event of Default as defined in Section 3(a) of the Note.

"Exchange Agreement" shall have the meaning set forth in the recitals hereto.

"GAAP" means U.S. generally accepted accounting principles consistently applied.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local, foreign or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantor" or **"Guarantors"** shall have the meaning set forth in the recitals hereto.

"**Guaranty**" or "**Guaranties**" shall have the meaning set forth in the recitals hereto.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Lien" means any mortgage, lien, pledge, charge, security interest, adverse claim or other encumbrance upon or in any property or assets.

"Note" shall have the meaning set forth in the recitals hereto.

"Noteholders" means, at any time, the holders of the Notes at such time.

"Obligations" shall have the meaning set forth in Section 3 of this Agreement.

"Paid in Full" or **"Payment in Full"** means the indefeasible payment in full in cash of all of the Obligations.

"Perfection Requirement" or **"Perfection Requirements"** shall have the meaning set forth in Section 4(j) of this Agreement.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Pledged Entity" means, each Person listed from time to time on Schedule III hereto as a "Pledged Entity," together with each other Person, any right in or interest in or to all or a portion of whose Capital Stock is acquired or otherwise owned by a Grantor after the date hereof.

"Pledged Equity" means all of each Grantor's right, title and interest in and to all of the Securities and Capital Stock now or hereafter owned by such Grantor, regardless of class or designation, including all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Securities and/or Capital Stock, the right to receive any certificates representing any of the Securities and/or Capital Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof, and the right to receive dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

"Subsidiary" means any Person in which a Grantor directly or indirectly, (i) owns any of the outstanding Capital Stock or holds any equity or similar interest of such Person or (ii) controls or operates all or any part of the business, operations or administration of such Person, and all of the foregoing, collectively, **"Subsidiaries".**

SECTION 2. Grant of Security Interest.

(a) As collateral security for the due and punctual payment and performance of all of the Obligations, as and when due, each Grantor hereby pledges and assigns to the Noteholders, and grants to the Noteholders, a continuing security interest in, all personal property and assets of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind, nature and description, whether tangible or intangible (collectively, the **"Collateral"**), including, without limitation, the following:

(i) all Accounts;

(ii) all Chattel Paper (whether tangible or Electronic Chattel Paper);

(iii) all Commercial Tort Claims;

(iv) all Documents;

(v) all Equipment;

(vi) all Fixtures;

(vii) all General Intangibles (including, without limitation, all Payment Intangibles);

(viii) all Goods;

(ix) all Instruments (including, without limitation, each certificated Security);

(x) all Inventory;

(xi) all Investment Property (and, regardless of whether classified as Investment Property under the Code, all Pledged Equity);

(xii) all Letter-of-Credit Rights;

(xiii) all Supporting Obligations;

(xiv) all other tangible and intangible personal property of each Grantor (whether or not subject to the Code), including, without limitation, all accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of any Grantor described in the preceding clauses of this Section 2(a) (including, without limitation, any proceeds of insurance thereon and all causes of action,

claims and warranties now or hereafter held by each Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of any Grantor or any other Person from time to time acting for any Grantor, in each case, to the extent of such Grantor's rights therein, that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2(a) or are otherwise necessary or helpful in the collection or realization thereof; and

(xv) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever any Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Rennova as aforesaid, each Grantor hereby grants to the Noteholders, a right of set-off against the property of such Grantor held by the Noteholders, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Noteholders, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power; provided that such right shall only to be exercised after an Event of Default has occurred and is continuing.

SECTION 3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether direct or indirect, absolute or contingent, and whether now existing or hereafter incurred (collectively, the "**Obligations**"):

(a) (i) the payment by the Company and each other Grantor, as and when due and payable (by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Exchange Agreement, this Agreement, the Notes and the other Transaction Documents, and (ii) in the case of the Guarantors, the payment by such Guarantors, as and when due and payable of all Obligations under the Guaranties, including, without limitation, in both cases, (A) all principal of, interest, make-whole and other amounts on the Notes (including, without limitation, all interest, make-whole and other amounts that accrue after the commencement of any Insolvency Proceeding of any Grantor, whether or not the payment of such interest is enforceable or is allowable in such Insolvency Proceeding), and (B) all fees, interest, premiums, penalties, contract causes of action, costs, commissions, expense reimbursements, indemnifications and all other amounts due or to become due under this Agreement or any of the Transaction Documents; and

(b) the due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of any of the Transaction Documents, including without limitation, with respect to any conversion, exchange or redemption rights of the Noteholders under the Notes.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) Schedule I hereto sets forth (i) the exact legal name of each Grantor, and (ii) the state of incorporation, organization or formation and the organizational identification number of each Grantor in such state. The information set forth in Schedule I hereto with respect to such Grantor is true and accurate in all respects. Such Grantor has not previously changed its name (or operated under any other name), jurisdiction of organization or organizational identification number from those set forth in Schedule I hereto except (i) as disclosed in Schedule I hereto, (ii) the Company changed its name from Medytox Medical Marketing & Sales, Inc. on April 29, 2019, and (iii) Scott County Community Hospital, Inc. does business as Big South Fork Medical Center.

(b) There is no pending or, to its knowledge, written notice threatening any action, suit, proceeding or claim affecting any Grantor before any Governmental Authority or any arbitrator, or any order, judgment or award issued by any Governmental Authority or arbitrator, in each case, that may adversely affect the grant by any Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or the exercise by the Noteholders of any of its rights or remedies hereunder.

(c) All Equipment, Fixtures, Goods and Inventory of each Grantor now existing are, and all Equipment, Fixtures, Goods and Inventory of each Grantor hereafter existing will be, located and/or based at the addresses specified therefor in Schedule II hereto, except that each Grantor will give the Noteholders written notice of any change in the location of any such Collateral within 20 days of such change, other than delivery of inventory to customers of the Company in the ordinary course of business consistent with past practice or to locations set forth on Schedule II hereto (and with respect to which the Noteholders have filed financing statements and otherwise fully perfected their Liens thereon). Each Grantor's principal place of business and chief executive office, the place where each Grantor keeps its Records concerning the Collateral and all originals of all Chattel Paper are located and will continue to be located at the addresses specified therefor in Schedule II hereto. None of the Accounts is or will be evidenced by Promissory Notes or other Instruments.

(d) Each Grantor is and will be at all times the sole and exclusive owner of the Collateral pledged by such Grantor hereunder free and clear of any Liens, except for Permitted Liens (as defined in the Note) thereon. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office.

(e) The exercise by the Noteholders of any of their rights and remedies hereunder will not contravene any law or any contractual restriction binding on or otherwise affecting each Grantor or any of its properties and will not result in or require the creation of any Lien, upon or with respect to any of its properties.

(f) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority, is required for (i) the grant by each Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or (ii) the exercise by the Noteholders of any of their rights and remedies hereunder, except for (A) the filing under the Code as in effect in the applicable jurisdiction of the financing statements described in Schedule IV hereto, (B) with respect to Investment Property constituting certificated securities or instruments, such items to be delivered to and held by or on behalf of the Noteholders pursuant hereto in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Noteholders, (C) with respect to any action that may be necessary to obtain control of Collateral constituting Commodity Contracts, Electronic Chattel Paper or Letter of Credit Rights, the taking of such actions, and (D) the Noteholders having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral (subclauses (A) through (D) each a "**Perfection Requirement**" and collectively, the "**Perfection Requirements**").

(g) This Agreement creates in favor of the Noteholders a legal, valid and enforceable security interest in the Collateral, as security for the Obligations. The performance of the Perfection Requirements results in the perfection of such security interest in the Collateral. Such security interest is (or in the case of Collateral in which each Grantor obtains rights after the date hereof, will be), subject only to Permitted Liens and the Perfection Requirements, a first priority, valid, enforceable and perfected security interests in all personal property of each Grantor. Such recordings and filings and all other action necessary to perfect and protect such security interest have been duly taken (and, in the case of Collateral in which any Grantor obtains rights after the date hereof, will be duly taken), except for the Noteholders having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral after the date hereof and the other actions, filings and recordations described above, including the Perfection Requirements.

(h) As of the date hereof, no Grantor holds any Commercial Tort Claims or has knowledge of any pending Commercial Tort Claims.

(i) All of the Pledged Equity is presently owned by the applicable Grantor as set forth in Schedule III, and is presently represented by the certificates listed on Schedule III hereto (if applicable). As of the date hereof, there are no existing options, warrants, calls or commitments of any character whatsoever relating to the Pledged Equity other than as contemplated and permitted by the Transaction Documents. Each Grantor is the sole holder of record and the sole beneficial owner of the Pledged Equity,

as applicable. None of the Pledged Equity has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject. The Pledged Equity constitutes 100% or such other percentage as set forth on Schedule III of the issued and outstanding shares of Capital Stock of the applicable Pledged Entity.

(j) Such Grantor (i) is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (ii) has all requisite corporate power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Agreement and each other Transaction Document to which such Grantor is a party, and to consummate the transactions contemplated hereby and thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to be so qualified would not result in a Material Adverse Effect.

(k) The execution, delivery and performance by each Grantor of this Agreement and each other Transaction Document to which such Grantor is a party (i) have been duly authorized by all necessary corporate, limited liability company or limited partnership action, (ii) do not and will not contravene its charter or by-laws, limited liability company or operating agreement, certificate of partnership or partnership agreement, as applicable, or any applicable law or any contractual restriction binding on such Grantor or its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Transaction Document) upon or with respect to any of its assets or properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to it or its operations or any of its assets or properties.

(l) This Agreement and each of the other Transaction Documents to which any Grantor is or will be a party, when delivered, will be, a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, suretyship or other similar laws and equitable principles (regardless of whether enforcement is sought in equity or at law).

(m) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

SECTION 5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless the Noteholders shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will, at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that the Noteholders may reasonably request in order to: (i) perfect and protect the security interest of the Noteholders created hereby; (ii) enable the Noteholders to exercise and enforce their rights and remedies hereunder in respect of the Collateral; or (iii) otherwise effect the purposes of this Agreement.

(b) Location of Collateral. Each Grantor will keep the Collateral (other than inventory being delivered to customers in the ordinary course of business and consistent with past practice) (i) at the locations specified therefor on Schedule III hereto, or (ii) at such other locations set forth onSchedule III and with respect to which the Noteholders have filed financing statements and otherwise fully perfected the Liens thereon, or (iii) at such other locations in the United States, provided that 30 days prior to any change in the location of any Collateral to such other location, or upon the acquisition of any Collateral to be kept at such other locations, the Grantors shall give the Noteholders written notice thereof and deliver to the Noteholders a new Schedule III indicating such new locations and such other written statements and schedules as the Noteholders may require.

(c) Condition of Equipment. Each Grantor will maintain or cause to be maintained and preserved in good condition, repair and working order, ordinary wear and tear excepted, the Equipment (necessary or useful to its business) and will forthwith, or in the case of any loss or damage to any Equipment of any Grantor within a commercially reasonable time after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable, consistent with past practice, or which the Noteholders may request to such end. Any Grantor will promptly furnish to the Noteholders a statement describing in reasonable detail any such loss or damage in excess of $25,000 per occurrence to any Equipment.

(d) Taxes, Etc. Each Grantor agrees to pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves in accordance with GAAP have been set aside for the payment thereof.

(e) Insurance.

(i) Each Grantor will, at its own expense, maintain insurance (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks, in such form and with responsible and reputable insurance companies or associations as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated.

(ii) To the extent requested by the Noteholders at any time and from time to time, each such policy for liability insurance shall provide for all losses to be paid on behalf of the Noteholders and any Grantor as their respective interests may appear, and each policy for property damage insurance shall provide for all losses to be adjusted with, and paid directly to, the Noteholders. In addition to and without limiting the foregoing, to the extent requested by the Noteholders at any time and from time to time, each such policy shall in addition (A) name the Noteholders as an additional insured party and/or loss payee, as applicable, thereunder (without any representation or warranty by or obligation upon the Noteholders) as their interests may appear, (B) contain an agreement by the insurer that any loss thereunder shall be payable to the Noteholders on their own account notwithstanding any action, inaction or breach of representation or warranty by any Grantor, (C) provide that there shall be no recourse against the Noteholders for payment of premiums or other amounts with respect thereto, and (D) provide that at least 30 days' prior written notice of cancellation, lapse, expiration or other adverse change shall be given to the Noteholders by the insurer. Any Grantor will, if so requested by the Noteholders, deliver to the Noteholders original or duplicate policies of such insurance (including certificates demonstrating compliance with this Section 5(e)) and, as often as the Noteholders may reasonably request, a report of a reputable insurance broker with respect to such insurance. Any Grantor will also, at the request of the Noteholders, execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment.

(iii) Reimbursement under any liability insurance maintained by any Grantor pursuant to thisSection 5(e) may be paid directly to the Person who shall have incurred liability covered by such insurance. In the case of any loss involving damage to Equipment or Inventory, to the extent paragraph (iv) of this Section 5(e) is not applicable, any proceeds of insurance involving such damage shall be paid to the Noteholders, and any Grantor will make or cause to be made the necessary repairs to or replacements of such Equipment or Inventory, and any proceeds of insurance maintained by any Grantor pursuant to this Section 5(e) (except as otherwise provided in paragraph (iv) in this Section 5(e)) shall be paid by the Noteholders to any Grantor as reimbursement for the reasonable costs of such repairs or replacements.

(iv) Notwithstanding anything to the contrary in subsection 5(e)(iii) above, following and during the continuance of an Event of Default, all

insurance payments in respect of each Grantor's properties and business shall be paid to the Noteholders and applied as specified in Section 7(b) hereof.

(f) Provisions Concerning the Accounts.

(i) Each Grantor will (A) give the Noteholders at least 30 days' prior written notice of any change in such Grantor's name, identity or organizational structure, (B) maintain its jurisdiction of incorporation, organization or formation as set forth in Schedule I hereto, (C) immediately notify the Noteholders upon obtaining an organizational identification number, if on the date hereof such Grantor did not have such identification number, and (D) keep adequate records concerning the Collateral and permit representatives of the Noteholders during normal business hours on reasonable notice to such Grantor, to inspect and make abstracts from such records.

(ii) Each Grantor will (except as otherwise provided in this subsection (f)), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, any Grantor may (and, at the Noteholders' direction, will) take such action as any Grantor or the Noteholders may deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Noteholders shall have the right at any time following the occurrence and during the continuance of an Event of Default to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Noteholders and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to any Grantor thereunder directly to the Noteholders or their designated agent and, upon such notification and at the expense of any Grantor and to the extent permitted by applicable law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as any Grantor might have done. After receipt by any Grantor of a notice from the Noteholders that the Noteholders have notified, intends to notify, or has enforced or intends to enforce any Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by any Grantor in respect of the Accounts shall be received in trust for the benefit of the Noteholders hereunder, shall be segregated from other funds of any Grantor and shall be forthwith paid over to the Noteholders in the same form as so received (with any necessary endorsement) to be applied as specified in Section 7(b) hereof, and (B) no Grantor will adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon.

(g) Transfers and Other Liens.

(i) Except as otherwise expressly permitted in the other Transaction Documents, no Grantor shall, directly or indirectly, sell, lease, license, assign, transfer, spin-off, split-off, close, convey or otherwise dispose of any Collateral whether in a single transaction or a series of related transactions, other than (A) sales, leases, licenses, assignments, transfers, conveyances and other dispositions of such assets or rights by such Grantor for value in the ordinary course of business consistent with past practices; and (B) sales of Inventory and product in the ordinary course of business.

(ii) No Grantor will create, suffer to exist or grant any Lien upon or with respect to any. Collateral other than a Permitted Lien.

(h) Future Subsidiaries. If any Grantor hereafter creates or acquires any Subsidiary, simultaneously with the creation or acquisition of such Subsidiary, such Grantor shall (i) cause such Subsidiary to become a party to this Agreement as an additional "Grantor" hereunder, (ii) deliver to the Noteholders updated Schedules to this Agreement, as appropriate (including, without limitation, an updated Schedule III to reflect the grant by such Grantor of a Lien on all Pledged Equity now or hereafter owned by such Grantor), and (iii) deliver to the Noteholders the stock certificates representing all of the Capital Stock of such Subsidiary, along with undated stock powers for each such certificates, executed in blank (or, if any such shares of Capital Stock are uncertificated, confirmation and evidence reasonably satisfactory to the Noteholders that the security interest in such uncertificated securities has been transferred to and perfected by the Noteholders, in accordance with Sections 8-313, 8-321 and 9-115 of the Code or any other similar or local or foreign law that may be applicable). Each Grantor hereby authorizes the Noteholders to attach such updated Schedules to this Agreement and agrees that all Pledged Equity listed on any updated Schedule delivered to the Noteholders shall for all purposes hereunder be considered Collateral.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Noteholders may deem necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) authorizes the Noteholders to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Noteholders at any time and from time to time to file, one or more financing or continuation statements, and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Noteholders may determine regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor and (iii) ratifies such authorization to the extent that the Noteholders have filed any such financing or continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Upon an Event of Default, each Grantor hereby irrevocably appoints the Noteholders as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Noteholders' discretion, to take any action and to execute any instrument which the Noteholders may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to obtain and adjust insurance required to be paid to the Noteholders pursuant to Section 5(e) hereof, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above, (iv) to file any claims or take any action or institute any proceedings which the Noteholders may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Noteholders with respect to any Collateral, (v) to execute assignments, licenses and other documents to enforce the rights of the Noteholders with respect to any Collateral, and (vi) to verify any and all information with respect to any and all Accounts. This power is coupled with an interest and is irrevocable until all of the Obligations are Paid in Full.

(c) If any Grantor fails to perform any agreement or obligation contained herein, the Noteholders may themselves perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Noteholders, and the expenses of the Noteholders incurred in connection therewith shall be payable by such Grantor pursuant to Section 8 hereof and shall be secured by the Collateral.

(d) The powers conferred on the Noteholders hereunder are solely to protect their interest in the Collateral and shall not impose any duty upon any of them to exercise any such powers. Except for the safe custody of any Collateral in their possession and the accounting for moneys actually received by any of them hereunder, the Noteholders shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) As long as no Event of Default shall have occurred and be continuing and until written notice shall be given to the applicable Grantor:

(i) Each Grantor shall have the right, from time to time, to vote and give consents with respect to the Pledged Equity, or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Exchange Agreement or any other Transaction Document; provided, however, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of impairing the position or interest of the Noteholders in respect of the Pledged Equity or which would authorize, effect or consent to:

(A) the dissolution or liquidation, in whole or in part, of a Pledged Entity;

(B) the consolidation or merger of a Pledged Entity with any other Person;

(C) the sale, disposition or encumbrance of all or substantially all of the assets of a Pledged Entity, except for Liens in favor of the Noteholders;

(D) any change in the authorized number of shares, the stated capital or the authorized share capital of a Pledged Entity or the issuance of any additional shares of its Capital Stock; or

(E) the alteration of the voting rights with respect to the Capital Stock of a Pledged Entity.

(ii) Each Grantor shall be entitled, from time to time, to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Equity to the extent not in violation of the Exchange Agreement other than any and all: (A) dividends and interest paid or payable other than in cash in respect of any Pledged Equity, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Equity; (B) dividends and other distributions paid or payable in cash in respect of any Pledged Equity in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of a Pledged Entity; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, any Pledged Equity; provided, however, that until actually paid all rights to such distributions shall remain subject to the Lien created by this Agreement; and

(iii) all dividends and interest (other than such cash dividends and interest as are permitted to be paid to any Grantor in accordance with clause (i) above) and all other distributions in respect of any of the Pledged Equity, whenever paid or made, shall be delivered to the Noteholders to hold as Pledged Equity and shall, if received by any Grantor, be received in trust for the benefit of the Noteholders, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Noteholders as Pledged Equity in the same form as so received (with any necessary endorsement).

SECTION 7. Remedies Upon Event of Default; Application of Proceeds. If any Event of Default shall have occurred and be continuing, subject to any applicable cure periods:

(a) The Noteholders may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein, in any other Transaction Document or otherwise available to them, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Noteholders' name or into the name of their nominee or nominees (to the extent the Noteholders have not theretofore done so) and thereafter receive, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though they were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Noteholders forthwith, assemble all or part of its respective Collateral as directed by the Noteholders and make it available to the Noteholders at a place or places to be designated by the Noteholders that is reasonably convenient to both parties, and the Noteholders may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Noteholders' rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale in accordance with applicable law (including, without limitation, by credit bid), at any of the Noteholders' offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Noteholders may deem commercially reasonable and/or (B) lease, license or dispose of the Collateral or any part thereof upon such terms as the Noteholders may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of its respective Collateral shall be required by law, at least ten (10) days' notice to any Grantor of the time and place of any public sale or the time after which any private sale or other disposition of its respective Collateral is to be made shall constitute reasonable notification. The Noteholders shall not be obligated to make any sale or other disposition of any Collateral regardless of notice of sale having been given. The Noteholders may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against the Noteholders arising by reason of the fact that the price at which its respective Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Noteholders accept the first offer received and do not offer such Collateral to more than one offeree, and waives all rights that any Grantor may have to require that all or any part of such Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (i) any such sale of its respective Collateral by the Noteholders shall be made without warranty, (ii) the Noteholders may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, and (iii) such actions set forth in clauses (i) and (ii) above shall not adversely affect the commercial reasonableness of any such sale of Collateral.

(b) Any cash held by the Noteholders as Collateral and all Cash Proceeds received by the Noteholders in respect of any sale or disposition of or collection from, or other realization upon, all or any part of the Collateral shall be applied as follows: first, to pay any fees, indemnities or expense reimbursements then due to the Noteholders (including those described in Section 8 hereof); second, to pay any fees, indemnities or expense reimbursements then due to the Noteholders, on a pro rata basis; third, to pay interest due under the Notes owing to the Noteholders, on a pro rata basis;fourth, to pay or prepay principal in respect of the Notes, whether or not then due, owing to the Noteholders, on a pro rata basis; and fifth, to pay or prepay any other Obligations, whether or not then due, in such order and manner as the Noteholders shall elect. Any surplus of such cash or Cash Proceeds held by the Noteholders and remaining after the Payment in Full of all of the Obligations shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, disposition, collection or realization are insufficient to pay all amounts to which the Noteholders are legally entitled, each Grantor shall be, jointly and severally, liable for the deficiency, together with interest thereon at the highest rate specified in the Notes for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other charges of any attorneys employed by the Noteholders to collect such deficiency.

(d) To the extent that applicable law imposes duties on the Noteholders to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Noteholders (i) to fail to incur expenses deemed significant by the Noteholders to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral

is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Noteholders against risks of loss, collection or disposition of Collateral or to provide to the Noteholders a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Noteholders, to obtain the services of brokers, investment bankers, consultants, attorneys and other professionals to assist the Noteholders in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by the Noteholders would be commercially reasonable in the Noteholders' exercise of remedies against the Collateral and that other actions or omissions by the Noteholders shall not be deemed commercially unreasonable solely on account of not being indicated in this section. Without limitation upon the foregoing, nothing contained in this section shall be construed to grant any rights to any Grantor or to impose any duties on the Noteholders that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section.

(e) The Noteholders shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Noteholders' rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Noteholders' rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 8. Indemnity and Expenses.

(a) Each Grantor agrees, jointly and severally, to defend, protect, indemnify and hold the Noteholders harmless from and against any and all claims, damages, losses, liabilities, obligations, penalties, fees, costs and expenses (including, without limitation, reasonable legal fees, costs, expenses, and disbursements of such Person's counsel) to the extent that they arise out of or otherwise result from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent resulting from such Person's gross negligence or willful misconduct, as determined by a final judgment of a court of competent jurisdiction no longer subject to appeal.

(b) Each Grantor agrees, jointly and severally, to pay to the Noteholders upon demand the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Noteholders and of any experts and agents, which the Noteholders may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Noteholders hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 9. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, first-class postage prepaid and return receipt requested), telecopied, e-mailed or delivered, if to any Grantor, to the Company's address, or if to any Noteholder, to it at its respective address; or as to any such Person, at such other address as shall be designated by such Person in a written notice to all other parties hereto complying as to delivery with the terms of this Section 9. All such notices and other communications shall be effective (a) if sent by certified mail, return receipt requested, when received or three Business Days after deposited in the mails, whichever occurs first, (b) if telecopied or e-mailed, when transmitted (during normal business hours) and confirmation is received, and otherwise, the day after the notice or communication was transmitted and confirmation is received, or (c) if delivered in person, upon delivery.

SECTION 10. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each Grantor and the Noteholders and no waiver of any provision of this Agreement, and no consent to any departure by each Grantor therefrom, shall be effective unless it is in writing and signed by each Grantor and the Noteholders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment, modification or waiver of this Agreement shall be effective to the extent that it (1) applies to fewer than all of the Noteholders or (2) imposes any obligation or liability on any Noteholders without such holder's prior written consent (which may be granted or withheld in such holder's sole discretion).

(b) No failure on the part of the Noteholders to exercise, and no delay in exercising, any right reasonably hereunder or under any of the other Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right reasonably preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of any Noteholder provided herein and in the other Transaction Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of any Noteholder under any of the other Transaction Documents against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any of the other Transaction Documents against such party or against any other Person, including but not limited to, any Grantor.

(c) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until Payment in Full of the Obligations, and (ii) be binding on each Grantor and all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code and shall inure, together with all rights and remedies of the Noteholders hereunder, to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, without notice to any Grantor, the Noteholders may assign or otherwise transfer their rights and obligations under this Agreement and any of the other Transaction Documents, to any other Person and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Noteholders herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any such Noteholder shall mean the assignee of such Noteholder. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Noteholders, and any such assignment or transfer without such consent of the Noteholders shall be null and void.

(e) Upon the Payment in Full of the Obligations, (i) this Agreement and the security interests created hereby shall terminate and all rights to the Collateral shall revert to the respective Grantor that granted such security interests hereunder, and (ii) the Noteholders will, upon any Grantor's request and at such Grantor's expense, (A) return to such Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

(f) Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Palm Beach County, Florida, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it hereunder and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(h) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement. Delivery of any executed counterpart of a signature page of this Agreement by pdf, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Noteholder or any other Person (upon (i) the occurrence of any Insolvency Proceeding of any of the Company or any Grantor or (ii) otherwise, in all cases as though such payment had not been made).

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

RENNOVA COMMUNITY HEALTH, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: CEO

[Signature Page to Security and Pledge Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

SCOTT COUNTY
COMMUNITY HOSPITAL, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: Director

[Signature Page to Security and Pledge Agreement]

ACCEPTED BY:

RENNOVA HEALTH, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: CEO

[Signature Page to Security and Pledge Agreement]

Exhibit 10.6

SECURITY AND PLEDGE AGREEMENT

SECURITY AND PLEDGE AGREEMENT, dated as of September 10, 2024 (this "**Agreement**"), made by FOXO Technologies Inc., a Delaware corporation, with offices located at 729 N. Washington Avenue, Suite 600, Minneapolis, Minnesota 55401 (the " **GRANTOR**"), in favor of the Noteholders (as hereinafter defined).

WITNESSETH:

WHEREAS, Rennova Community Health, Inc., a Florida corporation (the "Company"), the Grantor and Rennova Health, Inc., a Delaware corporation ("**Rennova**"), are parties to the Securities Exchange Agreement, dated as of June 10, 2024, as amended and restated as of September 10, 2024 (the "**Exchange Agreement**"), pursuant to which the Company shall be required to issue, and Rennova shall accept, the "Note" issued pursuant thereto (as such Note may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms thereof, the **"Note"**);

WHEREAS, the Grantor will execute and deliver a guarantee (the **"Guaranty"**) for the benefit of the Noteholders, with respect to the Company's obligations under the Exchange Agreement, the Notes and the other Transaction Documents (as defined in the Exchange Agreement);

WHEREAS, it is a condition precedent to Rennova's obligation to accept the Note issued pursuant to the Exchange Agreement that the Grantor shall have executed and delivered to the Noteholders this Agreement providing for the grant to the Noteholders, of a valid, enforceable, and perfected security interest in the Collateral (as hereinafter defined) to secure all of the Company's obligations under the Transaction Documents and the Guarantor's obligations under the Guaranty, as applicable; and

WHEREAS, the Grantor has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of, the Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce Rennova to perform under the Exchange Agreement, the Grantor agrees with the Noteholders, as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Exchange Agreement and the Notes for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Exchange Agreement, the Notes or in the Code (as defined below), and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of the Code except as the Noteholders may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangibles", "Proceeds", "Promissory Notes", "Security", "Record", "Security Account", "Software", and "Supporting Obligations".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Affiliate" of any Person means any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Bankruptcy Code" means Chapter 11 of Title 11 of the United States Code, 11 U.S.C §§ 101 et seq. (or other applicable bankruptcy, insolvency or similar laws).

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Capital Stock" means (i) with respect to the Company, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock (including, without limitation, any warrants, options, rights or other securities exercisable or convertible into equity interests or securities of the Company).

"Closing Date" means the date the Company initially issues the Note pursuant to the terms of the Exchange Agreement.

"Code" means Articles 8 or 9 of the Uniform Commercial Code as in effect from time to time in the State of Florida; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Florida, "Code" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Collateral" shall have the meaning set forth in Section 2(a) of this Agreement.

"Company" shall have the meaning set forth in the preamble hereto.

"Event of Default" means (a) any failure by Grantor to perform or observe any term, covenant or agreement contained in this Agreement; (b) any representation or warranty made or deemed made by Grantor in this Agreement proves to have been incorrect in any material respect when made or deemed made; or (c) any Event of Default as defined in Section 3(a) of the Note.

"Exchange Agreement" shall have the meaning set forth in the recitals hereto.

"GAAP" means U.S. generally accepted accounting principles consistently applied.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local, foreign or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantor" shall have the meaning set forth in the recitals hereto.

"**Guaranty**" shall have the meaning set forth in the recitals hereto.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Lien" means any mortgage, lien, pledge, charge, security interest, adverse claim or other encumbrance upon or in any property or assets.

"Note" shall have the meaning set forth in the recitals hereto.

"Noteholders" means, at any time, the holders of the Notes at such time.

"Obligations" shall have the meaning set forth in Section 3 of this Agreement.

"Paid in Full" or **"Payment in Full"** means the indefeasible payment in full in cash of all of the Obligations.

"Perfection Requirement" or **"Perfection Requirements"** shall have the meaning set forth in Section 4(j) of this Agreement.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Pledged Entity" means the Company.

"Pledged Equity" means all of the Grantor's right, title and interest in and to all of the Securities and Capital Stock now or hereafter owned by the Grantor, regardless of class or designation, including all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Securities and/or Capital Stock, the right to receive any certificates representing any of such Securities and/or Capital Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof, and the right to receive dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

"Subsidiary" means any Person in which the Grantor directly or indirectly, (i) owns any of the outstanding Capital Stock or holds any equity or similar interest of such Person or (ii) controls or operates all or any part of the business, operations or administration of such Person, and all of the foregoing, collectively, **"Subsidiaries".**

SECTION 2. Grant of Security Interest.

(a) As collateral security for the due and punctual payment and performance of all of the Obligations, as and when due, the Grantor hereby pledges and assigns to the Noteholders, and grants to the Noteholders, a continuing security interest in, the following(collectively, the **"Collateral"**):

(i) all Instruments (including, without limitation, each certificated Security);

(ii) all Investment Property (and, regardless of whether classified as Investment Property under the Code, all Pledged Equity);

(iii) all Supporting Obligations; and

(iv) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever any Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Rennova as aforesaid, the Grantor hereby grants to the Noteholders, a right of set-off against the property of the Grantor held by the Noteholders, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Noteholders, for any purpose, including safekeeping, collection or pledge, for the account of the Grantor, or as to which the Grantor may have any right or power; provided that such right shall only to be exercised after an Event of Default has occurred and is continuing.

SECTION 3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether direct or indirect, absolute or contingent, and whether now existing or hereafter incurred (collectively, the "**Obligations**"):

(a) (i) the payment by the Company, as and when due and payable (by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Exchange Agreement, this Agreement, the Notes and the other Transaction Documents, and (ii) in the case of the Guarantor, the payment by the Guarantor, as and when due and payable of all Obligations under the Guaranty, including, without limitation, in both cases, (A) all principal of, interest, make-whole and other amounts on the Notes (including, without limitation, all interest, make-whole and other amounts that accrue after the commencement of any Insolvency Proceeding of the Grantor, whether or not the payment of such interest is enforceable or is allowable in such Insolvency Proceeding), and (B) all fees, interest, premiums, penalties, contract causes of action, costs, commissions, expense reimbursements, indemnifications and all other amounts due or to become due under this Agreement or any of the Transaction Documents; and

(b) the due performance and observance by the Grantor of all of its other obligations from time to time existing in respect of any of the Transaction Documents, including without limitation, with respect to any conversion, exchange or redemption rights of the Noteholders under the Notes.

SECTION 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) Schedule I hereto sets forth (i) the exact legal name of the Grantor, and (ii) the state of incorporation, organization or formation and the organizational identification number of the Grantor in such state. The information set forth in Schedule I hereto with respect to the Grantor is true and accurate in all respects. The Grantor has

not previously changed its name (or operated under any other name), jurisdiction of organization or organizational identification number from those set forth in Schedule I hereto except as disclosed in Schedule I hereto.

(b) There is no pending or, to its knowledge, written notice threatening any action, suit, proceeding or claim affecting the Grantor before any Governmental Authority or any arbitrator, or any order, judgment or award issued by any Governmental Authority or arbitrator, in each case, that may adversely affect the grant by the Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or the exercise by the Noteholders of any of its rights or remedies hereunder.

(c) The Grantor is and will be at all times the sole and exclusive owner of the Collateral pledged by the Grantor hereunder free and clear of any Liens, except for Permitted Liens (as defined in the Note) thereon. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office.

(d) The exercise by the Noteholders of any of their rights and remedies hereunder will not contravene any law or any contractual restriction binding on or otherwise affecting the Grantor or any of its properties and will not result in or require the creation of any Lien, upon or with respect to any of its properties.

(e) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority, is required for (i) the grant by the Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or (ii) the exercise by the Noteholders of any of their rights and remedies hereunder, except for (A) the filing under the Code as in effect in the applicable jurisdiction of the financing statements described in Schedule IV hereto, and (B) with respect to Investment Property constituting certificated securities or instruments, such items to be delivered to and held by or on behalf of the Noteholders pursuant hereto in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Noteholders (subclauses (A) through (B) each a "**Perfection Requirement**" and collectively, the "**Perfection Requirements**").

(f) This Agreement creates in favor of the Noteholders a legal, valid and enforceable security interest in the Collateral, as security for the Obligations. The performance of the Perfection Requirements results in the perfection of such security interest in the Collateral. Such security interest is (or in the case of Collateral in which each Grantor obtains rights after the date hereof, will be), subject only to Permitted Liens and the Perfection Requirements, a first priority, valid, enforceable and perfected security interests in the Collateral. Such recordings and filings and all other action necessary to perfect and protect such security interest have been duly taken (and, in the case of Collateral in which any Grantor obtains rights after the date hereof, will be duly taken), except for the Noteholders having possession of all Documents, constituting Collateral after the date hereof and the other actions, filings and recordations described above, including the Perfection Requirements.

(g) All of the Pledged Equity is presently owned by the Grantor as set forth in Schedule III, and is presently represented by the certificates listed on Schedule III hereto (if applicable). As of the date hereof, there are no existing options, warrants, calls or commitments of any character whatsoever relating to the Pledged Equity other than as contemplated and permitted by the Transaction Documents. The Grantor is the sole holder of record and the sole beneficial owner of the Pledged Equity, as applicable. None of the Pledged Equity has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject. The Pledged Equity constitutes 100% or such other percentage as set forth on Schedule III of the issued and outstanding shares of Capital Stock of the applicable Pledged Entity.

(h) The Grantor (i) is a corporation, duly organized and validly existing under the laws of the jurisdiction of its incorporation, (ii) has all requisite corporate power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Agreement and each other Transaction Document to which the Grantor is a party, and to consummate the transactions contemplated hereby and thereby, and (iii) is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except where the failure to be so qualified would not result in a Material Adverse Effect.

(i) The execution, delivery and performance by the Grantor of this Agreement and each other Transaction Document to which it is a party (i) have been duly authorized by all necessary corporate action, (ii) do not and will not contravene its charter or by-laws, or any applicable law or any contractual restriction binding on it or its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Transaction Document) upon or with respect to any of its assets or properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to it or its operations or any of its assets or properties.

(j) This Agreement and each of the other Transaction Documents to which it is or will be a party, when delivered, will be, a legal, valid and binding obligation of the Grantor, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, suretyship or other similar laws and equitable principles (regardless of whether enforcement is sought in equity or at law).

(k) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

SECTION 5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless the Noteholders shall otherwise consent in writing:

(a) Further Assurances. The Grantor will, at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that the Noteholders may reasonably request in order to: (i) perfect and protect the security interest of the Noteholders created hereby; (ii) enable the Noteholders to exercise and enforce their rights and remedies hereunder in respect of the Collateral; or (iii) otherwise effect the purposes of this Agreement.

(b) Transfers and Other Liens.

(i) Except as otherwise expressly permitted in the other Transaction Documents, the Grantor shall not, directly or indirectly, sell, lease, license, assign, transfer, spin-off, split-off, close, convey or otherwise dispose of any Collateral whether in a single transaction or a series of related transactions.

(ii) The Grantor will not create, suffer to exist or grant any Lien upon or with respect to any. Collateral other than a Permitted Lien.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) Upon an Event of Default, the Grantor hereby irrevocably appoints the Noteholders as its attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Noteholders' discretion, to take any action and to execute any instrument which the Noteholders may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above, (iii) to file any claims or take any action or institute any proceedings which the Noteholders may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Noteholders with respect to any Collateral and (iv) to execute assignments, licenses and other documents to enforce the rights of the Noteholders with respect to any Collateral. This power is coupled with an interest and is irrevocable until all of the Obligations are Paid in Full.

(b) If the Grantor fails to perform any agreement or obligation contained herein, the Noteholders may themselves perform, or cause performance of, such agreement or obligation, in the name of the Grantor or the Noteholders, and the expenses of the Noteholders incurred in connection therewith shall be payable by the Grantor pursuant to Section 8 hereof and shall be secured by the Collateral.

(c) The powers conferred on the Noteholders hereunder are solely to protect their interest in the Collateral and shall not impose any duty upon any of them to exercise any such powers. Except for the safe custody of any Collateral in their possession and the accounting for moneys actually received by any of them hereunder, the Noteholders shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(d) As long as no Event of Default shall have occurred and be continuing and until written notice shall be given to the Grantor:

(i) The Grantor shall have the right, from time to time, to vote and give consents with respect to the Pledged Equity, or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Exchange Agreement or any other Transaction Document; provided, however, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of impairing the position or interest of the Noteholders in respect of the Pledged Equity or which would authorize, effect or consent to:

(A) the dissolution or liquidation, in whole or in part, of a Pledged Entity;

(B) the consolidation or merger of a Pledged Entity with any other Person;

(C) the sale, disposition or encumbrance of all or substantially all of the assets of a Pledged Entity, except for Liens in favor of the Noteholders;

(D) any change in the authorized number of shares, the stated capital or the authorized share capital of a Pledged Entity or the issuance of any additional shares of its Capital Stock; or

(E) the alteration of the voting rights with respect to the Capital Stock of a Pledged Entity.

(ii) The Grantor shall be entitled, from time to time, to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Equity to the extent not in violation of the Exchange Agreement other than any and all: (A) dividends and interest paid or payable other than in cash in respect of any Pledged Equity, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Equity; (B) dividends and other distributions paid or payable in cash in respect of any Pledged Equity in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of a Pledged Entity; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, any Pledged Equity; provided, however, that until actually paid all rights to such distributions shall remain subject to the Lien created by this Agreement; and

(iii) All dividends and interest (other than such cash dividends and interest as are permitted to be paid to the Grantor in accordance with clause (i) above) and all other distributions in respect of any of the Pledged Equity, whenever paid or made, shall be delivered to the Noteholders to hold as Pledged Equity and shall, if received by the Grantor, be received in trust for the benefit of the Noteholders, be segregated from the other property or funds of the Grantor, and be forthwith delivered to the Noteholders as Pledged Equity in the same form as so received (with any necessary endorsement).

SECTION 7. Remedies Upon Event of Default; Application of Proceeds. If any Event of Default shall have occurred and be continuing, subject to any applicable cure periods:

(a) The Noteholders may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein, in any other Transaction Document or otherwise available to them, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Noteholders' name or into the name of their nominee or nominees (to the extent the Noteholders have not theretofore done so) and thereafter receive, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though they were the outright owner thereof, and (ii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale in accordance with applicable law (including, without limitation, by credit bid), at any of the Noteholders' offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Noteholders may deem commercially reasonable and/or (B) lease, license or dispose of the Collateral or any part thereof upon such terms as the Noteholders may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Noteholders shall not be obligated to make any sale or other disposition of the Collateral regardless of notice of sale having been given. The Noteholders may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Grantor hereby waives any claims against the Noteholders arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Noteholders accept the first offer received and do not offer such Collateral to more than one offeree, and waives all rights that the Grantor may have to require that all or any part of such Collateral be marshaled upon any sale (public or private) thereof. The Grantor hereby acknowledges that (i) any such sale of the Collateral by the Noteholders shall be made without warranty, (ii) the Noteholders may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, and (iii) such actions set forth in clauses (i) and (ii) above shall not adversely affect the commercial reasonableness of any such sale of Collateral.

(b) Any cash held by the Noteholders as Collateral and all Cash Proceeds received by the Noteholders in respect of any sale or disposition of or collection from, or other realization upon, all or any part of the Collateral shall be applied as follows: first, to pay any fees, indemnities or expense reimbursements then due to the Noteholders (including those described in Section 8 hereof); second, to pay any fees, indemnities or expense reimbursements then due to the Noteholders, on a pro rata basis; third, to pay interest due under the Notes owing to the Noteholders, on a pro rata basis;fourth, to pay or prepay principal in respect of the Notes, whether or not then due, owing to the Noteholders, on a pro rata basis; and fifth, to pay or prepay any other Obligations, whether or not then due, in such order and manner as the Noteholders shall elect. Any surplus of such cash or Cash Proceeds held by the Noteholders and remaining after the Payment in Full of all of the Obligations shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, disposition, collection or realization are insufficient to pay all amounts to which the Noteholders are legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the highest rate specified in the Notes for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other charges of any attorneys employed by the

Noteholders to collect such deficiency.

(d) To the extent that applicable law imposes duties on the Noteholders to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is commercially reasonable for the Noteholders (i) to fail to incur expenses deemed significant by the Noteholders to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Noteholders against risks of loss, collection or disposition of Collateral or to provide to the Noteholders a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Noteholders, to obtain the services of brokers, investment bankers, consultants, attorneys and other professionals to assist the Noteholders in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by the Noteholders would be commercially reasonable in the Noteholders' exercise of remedies against the Collateral and that other actions or omissions by the Noteholders shall not be deemed commercially unreasonable solely on account of not being indicated in this section. Without limitation upon the foregoing, nothing contained in this section shall be construed to grant any rights to the Grantor or to impose any duties on the Noteholders that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section.

(e) The Noteholders shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Noteholders' rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that the Grantor lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Noteholders' rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 8. Indemnity and Expenses.

(a) The Grantor agrees to defend, protect, indemnify and hold the Noteholders harmless from and against any and all claims, damages, losses, liabilities, obligations, penalties, fees, costs and expenses (including, without limitation, reasonable legal fees, costs, expenses, and disbursements of such Person's counsel) to the extent that they arise out of or otherwise result from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent resulting from such Person's gross negligence or willful misconduct, as determined by a final judgment of a court of competent jurisdiction no longer subject to appeal.

(b) The Grantor agrees to pay to the Noteholders upon demand the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Noteholders and of any experts and agents, which the Noteholders may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Noteholders hereunder, or (iv) the failure by the Grantor to perform or observe the of the provisions hereof.

SECTION 9. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, first-class postage prepaid and return receipt requested), telecopied, e-mailed or delivered, if to the Grantor, to the Grantor's address, or if to any Noteholder, to it at its respective address; or as to any such Person, at such other address as shall be designated by such Person in a written notice to all other parties hereto complying as to delivery with the terms of this Section 9. All such notices and other communications shall be effective (a) if sent by certified mail, return receipt requested, when received or three Business Days after deposited in the mails, whichever occurs first, (b) if telecopied or e-mailed, when transmitted (during normal business hours) and confirmation is received, and otherwise, the day after the notice or communication was transmitted and confirmation is received, or (c) if delivered in person, upon delivery.

SECTION 10. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantor and the Noteholders and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is in writing and signed by the Grantor and the Noteholders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment, modification or waiver of this Agreement shall be effective to the extent that it (1) applies to fewer than all of the Noteholders or (2) imposes any obligation or liability on any Noteholders without such holder's prior written consent (which may be granted or withheld in such holder's sole discretion).

(b) No failure on the part of the Noteholders to exercise, and no delay in exercising, any right reasonably hereunder or under any of the other Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right reasonably preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of any Noteholder provided herein and in the other Transaction Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of any Noteholder under any of the other Transaction Documents against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any of the other Transaction Documents against such party or against any other Person, including but not limited to, the Grantor.

(c) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until Payment in Full of the Obligations, and (ii) be binding on the Grantor and all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code and shall inure, together with all rights and remedies of the Noteholders hereunder, to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, without notice to the Grantor, the Noteholders may assign or otherwise transfer their rights and obligations under this Agreement and any of the other Transaction Documents, to any other Person and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Noteholders herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any such Noteholder shall mean the assignee of such Noteholder. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Noteholders, and any such assignment or transfer without such consent of the Noteholders shall be null and void.

(e) Upon the Payment in Full of the Obligations, (i) this Agreement and the security interests created hereby shall terminate and all rights to the Collateral shall revert to the Grantor, and (ii) the Noteholders will, upon the Grantor's request and at the Grantor's expense, (A) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

(f) Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida.

(ii) The Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Palm Beach County, Florida, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it hereunder and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Noteholders from bringing suit or taking other legal action against the Grantor in any other jurisdiction to collect on the Grantor's obligations or to enforce a judgment or other court ruling in favor of a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. THE GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(h) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement. Delivery of any executed counterpart of a signature page of this Agreement by pdf, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Noteholder or any other Person (upon (i) the occurrence of any Insolvency Proceeding of any of the Company or the Grantor or (ii) otherwise, in all cases as though such payment had not been made).

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

FOXO TECHNOLOGIES INC.

By: */s/ Mark White*
Name: Mark White
Title: Interim CEO

[Signature Page to Security and Pledge Agreement]

ACCEPTED BY:

RENNOVA HEALTH, INC.

By: */s/ Seamus Lagan*
Name: Seamus Lagan
Title: CEO

[Signature Page to Security and Pledge Agreement]