As filed with the Securities and Exchange Commission on July ___, 2023

Registration No. 333-271439

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

Amendment No. 2
to
FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Ludwig Enterprises, Inc.
(Exact name of registrant as specified in its charter)

Nevada	**8099**	**61-1133438**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

1749 Victorian Avenue, #C-350
Sparks, Nevada 89431
(954) 235-9026

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Anne B. Blackstone
Chief Executive Officer
Ludwig Enterprises, Inc.
1749 Victorian Avenue, #C 350
Sparks, Nevada 89431
(786) 235-9026
(Name, address and telephone number of agent for service)

With copies to:

Eric Newlan, Esq.
Newlan Law Firm PLLC
2201 Long Prairie Road, Suite 107-762
Flower Mound, Texas 75022
Phone: (940) 367-6154

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement is declared effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to Section 8(a) may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Preliminary Prospectus Subject to Completion, dated July __, 2023

Ludwig Enterprises, Inc.
47,000,000 Shares of Common Stock

This prospectus relates to the sale of 47,000,000 shares of common stock, par value $0.001 (the "Offered Shares"), of Ludwig Enterprises, Inc. (the "Company," "we" or "us"), by the Company on a best-efforts basis (the "Offering"). The Company anticipates that the public offering price will be $___[0.75-1.25] per share. The Offering (which will commence upon effectiveness of the registration statement of which this prospectus is a part) terminates on _____, 2024. The Company is offering the shares on a self-underwritten, "best-efforts" basis directly through its Chief Executive Officer, Anne B. Blackstone. The total proceeds from the Offering will not be escrowed or segregated but will be available to the Company immediately. There is no minimum amount of common shares required to be purchased, and, therefore, the total proceeds received by the Company might not be enough to sustain continued operations, or a market may not develop. For more information, see the sections titled "*Plan of Distribution*" and "*Use of Proceeds*" herein.

Upon the effectiveness of this Offering, a total of $940,000 of principal amount convertible notes (the "Convertible Notes") will, by their terms, be eligible for conversion into shares of common stock (the shares of common stock issued upon conversion of the Convertible Notes are referred to as the "Conversion Shares"), at the election of their respective holders, at a price equal to 80% of the offering price for all of the Offered Shares, or $___[0.60-1.00] per Conversion Share. (See "*Use of Proceeds*" and "*Plan of Distribution*").

Our common stock is quoted on the OTC PINK market operated by OTC Markets Group, Inc., under the symbol LUDG. As of July 17, 2023, the last reported sale price for our common stock was $0.265 per share. Prior to this Offering, there has been a limited market for the securities of the Company. While our common stock is quoted on the OTC PINK marketplace, there has been limited trading volume. There is no guarantee that an active trading market for our common stock will develop. We are not a "blank check company," and we have no plans or intentions to engage in a business combination following this Offering.

This Offering is highly speculative, and the Offered Shares involve a high degree of risk, including the superior voting rights of our outstanding shares of Convertible Preferred Stock, and should be considered only by persons who can afford the loss of their entire investments. See "Risk Factors," beginning on page 5.

Each share of our Convertible Preferred Stock (1) is convertible into 100 shares of our common stock at any time, (2) votes on all matters as a class with the holders of our common stock and (3) is entitled to 100 votes per share. The holders of our Convertible Preferred Stock will, therefore, be able to control the management and affairs of our company, as well as matters requiring the approval by our shareholders, including the election of directors, any merger, consolidation or sale of all or substantially all of our assets, and any other significant corporate transaction. (See "Description of Securities–Convertible Preferred Stock" and "Security Ownership of Certain Beneficial Owners and Management").

We are an "emerging growth company" under applicable U.S. Securities and Exchange Commission ("SEC") rules and will be subject to reduced public company reporting requirements.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 2023

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About this Prospectus

You should rely only on the information contained in this prospectus and in any free writing prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our common stock.

We have not done anything that would permit this Offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and to observe any restrictions as to this Offering and the distribution of this prospectus applicable to that jurisdiction.

Market and Industry Data

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate is based on information from independent industry and research organizations, other third-party sources and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and third-party sources, as well as data from our internal research, and are based on assumptions made by us upon reviewing such data and our knowledge of such industry and markets which we believe to be reasonable. Although we believe the data from these third-party sources is reliable, we have not independently verified any third-party information. In addition, projections, assumptions and estimates of the future performance of the industry in which we operate and our future performance are necessarily subject to uncertainty and risk due to a variety of factors, including those described in “Risk Factors” and “Information Regarding Forward-Looking Statements.” These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

PROSPECTUS SUMMARY

As this is a summary, it does not contain all of the information that you should consider in making an investment decision. You should read the entire prospectus carefully, including the information under the sections entitled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes thereto included in this prospectus, before investing. This prospectus includes forward-looking statements that involve risks and uncertainties. See "Information Regarding Forward-Looking Statements." Unless the context otherwise requires, we use the terms "Ludwig," the "Company," "we," "us" and "our" in this prospectus to refer to Ludwig Enterprises, Inc. and its wholly-owned subsidiaries mRNAforLife, Inc. and Precision Genomics, Inc.

The Company

Overview. We are an innovative genomics technology and health related company that is developing mRNA genetic testing kits that use "inflammatory genetic markers" to assess the presence of disease and monitor treatment responses [in a person], and nutritional supplements that may modulate and/or reduce inflammatory genetic markers associated with certain diseases.

Inflammatory genetic markers are biological molecules that indicate the presence (or absence) of inflammatory disease activity. These inflammatory molecules, called cytokine and chemokines, mediate the biological response of tissues within the body to harmful agents, such as bacteria, viruses, damaged cells or toxic irritants. These inflammatory molecules are produced by messenger RNA (mRNA) and are signals that are sent between cells. Messenger RNA transfers information from DNA to the cell machinery that makes proteins. Examples of such inflammatory molecules include, but are not limited to, nuclear factorE2, superoxide dismutase, TNF-α and NF-κB, IFN-γ, and IL-6.

Leveraging our proprietary mRNA genetic testing kits, we can collect buccal cheek swabs from an individual and isolate the individual's mRNA from these swabs. Next, we use a Thermo Fisher Scientific Quant Studio Real-Time Polymerase Chain Reaction system to measure levels of specific mRNA-produced inflammatory molecules within the individual.) We believe these measurements could be used to detect genetic biomarkers for inflammatory driven diseases or to monitor treatment responses for conditions such as heart disease, preeclampsia, and cancer. Once we identify involved inflammatory genetic markers, our proprietary natural nutritional anti-inflammatory supplements may be able to modulate a person's previously measured inflammatory index or even potentially control further inflammatory reactions and continued disease development. We believe our genetic tools will have the potential to not only achieve early detection of diseases, but also to evaluate and support customized treatments that may improve patient outcomes. (See "*Business*").

Our Products. We intend to launch and market our proprietary mRNA genetic testing kits and supplements into the U.S. marketplace by the end of the third quarter 2023.

Test Kits. The My RNA for Life Home Test Kit is a home testing kit containing a flocked swab designed to collect cheek cells, and a collection tube containing a molecular medium inside to stabilize and preserve human nucleic acids such as DNA and RNA. [Once the buccal cheek swab sample is collected and stored in the collection tube, the testing kit is then sent to a third-party laboratory for analysis.] The Company is also developing proprietary technology to properly store swab samples and isolated mRNA samples for future analysis.

Our testing kits are considered a Laboratory Developed Test ("LDT"). LDT's are classified as medical devices but do not generally require U.S. Food and Drug Administration ("FDA") clearance, approval or premarket review. (See "*Business*").

Supplement. The My RNA for Life Genetic Centric Supplement (NuGenea™) is a preventive natural nutritional anti-inflammatory formulation that utilizes compounds that have the potential to modulate expression of the genes that produce the inflammatory molecules that cause inflammation. The focus of the unique NuGenea™ formula of ingredients is the potential modulation and/or reduction of the inflammatory genetic markers associated with chronic disease.

The FDA does not approve dietary supplements and supplements are regulated as food, not as drugs. Companies are required to submit a premarket safety notification to the FDA at least 75 days before marketing dietary supplements containing certain "new dietary ingredients" (that were not marketed in the U.S. before Oct. 15, 1994). Because our supplement does not contain any such ingredients, we will not be required to submit a premarket safety notification. (See "*Business*").

2023 Plans. We plan to launch our supplement by the 3rd quarter of 2023. We will focus our efforts in launching into the wellness clinic space. Patients and clients in this space are seeking ways, in general, to reduce inflammation in their bodies. We believe we can be part of that armamentarium with our supplement. There is no assurance that we will be successful in this regard. We plan to launch our inflammation home test kit during the 4th quarter of 2023. This will be direct to consumer and to wellness clinics. We will use advertisement in journals, internet and through educational literature.

Challenges to Our Plans. The primary challenges we face in establishing our business are our history of recurring net losses, our management's limited experience in commercializing products, and that fact that we have not yet established sales, marketing, large scale manufacturing or distribution capabilities. We must obtain capital, including from this offering, with which to begin the full-scale commercialization of our products. There is no assurance that we will obtain sufficient capital. (See "Risk Factors" and "Business").

In addition, the market into which we intend to sell our supplement is very crowded and filled with supplements targeted for the anti-inflammatory marketplace. There is no guarantee we can establish ourselves within this category. Further, most other companies in this space are well-established brands offered by some of the most notable companies. We are a start-up with no existing presence nor relationships. Also, we have only one product SKU, while most of our competitors have many SKU's and have large areas of shelf space in retail environments. Further, we plan to initially offer only one product will find it very challenging to get shelf space thereby limiting our opportunity and sales. We cannot assure our investors our product launch will be a success.

The use of home testing kits to assess inflammation may not be perceived as needed in the market, especially one not paid by insurance. Relying on customers to pay out of pocket for this tool is potentially a very large impediment to product use and acceptance. The Company does not currently plan to seek insurance coverage for use of the home testing kits.

Launching a marketing campaign for our products will be costly without any assurance the products will be purchased, used and accepted. As a start up with limited capital, there may not be enough time or capital to see this product through to market acceptance.

Selected Risks Associated with Our Business

Investing in our common stock involves a high degree of risk. You should carefully consider all the information in this prospectus prior to investing in our common stock. These risks are discussed more fully in the section entitled "Risk Factors" immediately following this prospectus summary. These risks and uncertainties include, but are not limited to, the following:

- we are an early-stage genomics technology and health related Company without any products or services currently available for sale and we may not be able to successfully develop or bring products or services to market;
- the report of our independent auditors on our financial statements for the years ended December 31, 2022, and December 31, 2021, indicate uncertainty concerning our ability to continue as a going concern and this may impair our ability to raise capital to fund our business;
- we have incurred significant losses in prior periods, and losses in the future could cause the quoted price of our common stock to decline or have a material adverse effect on our financial condition, our ability to pay our debts as they become due, and on our cash flows;
- we have limited experience in dealing with third-party manufacturers or commercializing proposed product candidates and may encounter difficulties, delays or other unanticipated hurdles before the manufacturing of our product candidates begin in the quantities needed to achieve our business plans;
- we are dependent upon our sole officer and director for future success;
- we may have a President and chief financial officer, as well as two additional board members which would sign employment letters contingent on this Registration Statement on Form S-1 going effective, successful capital campaign and officer and director's insurance;
- we use RNA-based molecular biology in our products and services pipeline and the successful commercialization of these products will depend on public perceptions of RNA-based products;
- if the FDA were to begin actively regulating our tests, we could incur substantial costs and delays associated with trying to obtain premarket clearance or approval and incur costs associated with complying with post-market controls;
- we have yet to establish sales, marketing or distribution capabilities, and if we are unable to establish these capabilities, we may not be successful in commercializing our product candidates if they are approved;
- we are in competition with companies that are larger, more established and better capitalized than are we;
- adverse publicity or consumer perception of our My RNA for Life™ Genetic Centric Supplement and any similar products distributed by others could harm our reputation and adversely affect our sales and revenues;

- the materials used in the processes by which our RNA-based products and our derivative products are manufactured, such as mRNA genetic microarrays, may become difficult to obtain in the quality or quantity required for our business plans or at the prices that are currently projected;
- if we are unable to obtain and maintain protection of our intellectual property, which are costly to maintain, the value of our products may be adversely affected; and
- the outstanding shares of our convertible preferred stock will, for the foreseeable future, preclude current and future owners of our common stock from influencing any corporate decision.

Corporate Information

The Company was originally organized as a Kentucky corporation on February 11, 1988. On February 8, 2006, we formed a wholly owned subsidiary, Ludwig Enterprises, Inc., a Nevada corporation. On March 28, 2006, Ludwig Enterprises, Inc., the Kentucky corporation, merged with and into Ludwig Enterprises, Inc., the Nevada corporation, with the Company, Ludwig Enterprises, Inc., the Nevada corporation, being the surviving entity.

Our principal executive offices, and those of our subsidiaries, are located at 1749 Victorian Avenue, #C-350, Sparks, Nevada 89431. Our phone number is (786) 235-9026. Our corporate website is located at www.ludwigent.com. Information on our website is not part of this prospectus.

The Offering

Summary of the Offering

Securities being offered by us:	47,000,000 shares of common stock
Shares of common stock outstanding prior to the Offering:	326,327,848 shares[(1)]
Shares of common stock to be outstanding after the Offering:	373,327,848 shares
Offering price:	$[$0.75-1.25] per share
Offering Period:	From the date of this prospectus until _____, 2024
Disparate Voting Rights:	Each share of our Convertible Preferred Stock votes on all matters as a class with the holders of our common stock and is entitled to 100 votes per share. The holders of our Convertible Preferred Stock will, therefore, be able to control the management and affairs of our company, as well as matters requiring the approval by our shareholders, including the election of directors, any merger, consolidation or sale of all or substantially all of our assets, and any other significant corporate transaction. (See “Description of Securities–Convertible Preferred Stock” and “Security Ownership of Certain Beneficial Owners and Management”).
Market for the common stock:	Our common stock is quoted on the OTC Pink marketplace under the symbol “LUDG.” As of July ___, 2023, the last reported sale price for our common stock was $0.___ per share. Prior to this Offering, there has been a limited market for our securities. While our common stock is quoted on the OTC Pink marketplace, there has been negligible trading volume. There is no assurance that a trading market will develop or, if developed, that it will be sustained. Consequently, purchasers of our common stock may find it difficult to resell the securities offered herein should the purchasers desire to do so when eligible for public resale. Our officers and directors are not purchasing shares in this Offering.
Use of Proceeds:	We estimate that we will receive approximately $[35,250,000-58,750,000] in gross proceeds if we sell all of the shares in the Offering at $[0.75-1.25] per share, and we will receive estimated net proceeds (prior to paying offering expenses of approximately $50,000) if we sell all of those shares.
Risk Factors	See “Risk Factors,” and the other information in this prospectus for a discussion of the factors you should consider before deciding to invest in shares of our common stock

(1) The number of shares of our common stock outstanding prior to this Offering does not include the conversion of all outstanding shares of Series A Preferred Stock into a total of 700,000,000 shares of common stock and the conversion of the Convertible Notes into up to [1,566,667-940,000] shares of common stock. (See “Dilution—Ownership Dilution”).

Summary Consolidated Financial Information

The following tables summarize certain financial data regarding our business and should be read in conjunction with our financial statements and related notes contained elsewhere in this prospectus and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as our financial statements and related notes appearing elsewhere in this prospectus.

We derived the summary financial information from our unaudited financial statements and related notes for the three months ended March 31, 2023 and 2022, and our audited financial statements and related notes for the years ended December 31, 2022 and 2021, appearing elsewhere in this prospectus.

All financial statements included in this prospectus are prepared and presented in accordance with generally accepted accounting principles in the United States. The financial statements contained elsewhere fully represent our financial condition and operations; however, they are not indicative of our future performance.

	Three Months Ended March 31, 2023 (unaudited)	Three Months Ended March 31, 2022 (unaudited)
Statements of Operations Data:		
Total Operating Expenses	$ 820,520	$ 928
Loss From Operations	(820,520)	(928)
Other income (expense)		
Amortization of debt discount	(152,737)	(83,764)
Interest expense	(2,572)	(2,810)
Gain on debt extinguishment	—	—
Total other income (expense) – net	(155,309)	(86,574)
Net loss	$ (975,829)	$ (87,502)

	Year Ended December 31, 2022	Year Ended December 31, 2021
Statements of Operations Data:		
Total Operating Expenses	$ 560,505	$ 45,723
Loss From Operations	(560,505)	(45,723)
Other income (expense)		
Amortization of debt discount	(435,052)	(79,792)
Interest expense	(14,068)	(11,952)
Gain on debt extinguishment	44,475	—
Total other income (expense) – net	(404,645)	(91,744)
Net loss	$ (965,150)	$ (137,467)

RISK FACTORS

An investment in our shares of common stock involves significant risks. Before making an investment in our shares of common stock, you should carefully consider the risks and uncertainties discussed below under "Information Regarding Forward-Looking Statements," and the specific risks set forth herein. Any of the following risks could have a material adverse effect on our business, financial condition and results of operations. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, prospects, financial condition, results of operations, cash flows and ability to pay dividends. In any such case, the market price of our shares of common stock could decline, and you may lose all or part of your investment.

Risks Related to the Company

We are an early-stage genomics technology and health related Company without any products or services currently available for sale and we may not be able to successfully develop or bring products or services to market.

We have several product and service candidates, including our proprietary mRNA genetic program and nutraceutical supplement, we hope to bring to market by the second quarter of 2023; however, there is no assurance that we will succeed in bringing any of our product and service candidates to market or that such product candidates, or any of our other operations, will generate any revenue. If we cannot develop a marketable product or generate sufficient revenues, we may be required to suspend or cease operations.

The report of our independent auditors on our financial statements for the year ended December 31, 2022, indicates uncertainty concerning our ability to continue as a going concern and this may impair our ability to raise capital to fund our business.

The report of our independent auditors indicates uncertainty concerning our ability to continue as a going concern and this may impair our ability to raise capital to fund our business. In its opinion on our financial statements for the years ended December 31, 2022 and 2021, our independent auditors raised substantial doubt about our ability to continue as a going concern. We cannot assure you that this will not impair our ability to raise capital on attractive terms. Additionally, we cannot assure you that we will ever achieve significant revenues and therefore remain a going concern. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The obtainment of additional financing, the successful development of our contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for us to continue operations. These conditions and the ability to successfully resolve these factors over the next twelve months raise substantial doubt about our ability to continue as a going concern.

We have incurred significant losses in prior periods, and losses in the future could cause the quoted price of our common stock to decline or have a material adverse effect on our financial condition, our ability to pay our debts as they become due, and on our cash flows.

To date, we have not generated revenues from our operations, and we have incurred significant losses in prior periods. For the three months ended March 31, 2023 and 2022, we incurred a net loss of $975,829 (unaudited) and $87,502 (unaudited), respectively, and, as of March 31, 2023, we had an accumulated deficit of $2,761,761 (unaudited). For the years ended December 31, 2022 and 2021, we incurred a net loss of $965,150 and $137,467, respectively, and, as of such dates, we had an accumulated deficit of $1,785,932 and $820,782, respectively.

The time required for us to become profitable is highly uncertain, and we cannot assure you that we will achieve or sustain profitability or generate sufficient cash flow from operations to meet our planned capital expenditures, working capital and debt service requirements. If required, our ability to obtain additional financing from other sources also depends on many factors beyond our control, including the state of the capital markets and the prospects for our business. The necessary additional financing may not be available to us or may be available only on terms that would result in further dilution to the current owners of our common stock. We expect we will require significant capital in connection with our efforts, and we will be required to continue to make significant investments to further develop and expand our business. In particular, we expect to continue to expend substantial financial and other resources on further research studies, marketing and advertising as part of our strategy to develop and increase our business-to-business ("B2B") and business-to-consumer ("B2C") channels, as well as on research and development activities regarding our proprietary mRNA genetic methodologies. The sales, marketing and advertising expenses that we will incur will typically be expensed immediately. In addition, to the extent that our business ramps up as we expect, we will need to increase our headcount significantly in the coming years.

We intend to seek interim short-term financing to assure full legal compliance with our Securities and Exchange Commission ("SEC") filings, and to bring on the necessary personnel to begin its future development activities. Our working capital needs will be met largely from the sale of debt and public equity securities, including in this Offering, until such time that funds provided by operations, if ever, are sufficient to fund working capital requirements. The accompanying financial statements do not include any adjustments relating to the recoverability or classification of recorded assets and liabilities that might result should the Company be unable to continue as a going concern.

We will require additional capital to fund our operations and if we do not obtain additional capital, we may be required to scale back, delay or cease our operations.

Our business does not presently generate the cash needed to finance our current and anticipated operations and we need to obtain additional financing to finance our operations, until such time that we are able to conduct profitable revenue generating activities.

Through the date of this prospectus, we have obtained approximately $1.3 million in loans to meet our ongoing expenses, including professional fees and day-to-day operating expenses. We cannot assure you that adequate financing will be available on acceptable terms, if at all. Our failure to raise additional financing, including through this Offering, in a timely manner would adversely affect our ability to pursue our business plan and could cause us to delay launching our league and our proposed business plan.

The Company has product candidates with very complex and different sales and marketing channels, the development of which will put significant burdens on us and which we may not be able to develop as effectively as competitors.

We will have very different sales and marketing channels if the products in our pipeline are to reach customers in their respective markets – either B2C or B2B channels – requiring us to develop distinct sales, marketing, and distribution methods. In particular, the B2C channels have different customers and distribution channels as B2B channels. Building, managing and maintaining such a sales and marketing infrastructure may require us to hire experts in the field, implement complex systems, establish collaborations with third parties effectively across various geographies and understand disparate regulatory regimes. Our ability to effectively engage in these steps is untested, making it impossible for us to accurately predict the level of success we will achieve.

We have yet to establish sales, marketing or distribution capabilities, and if we are unable to establish these capabilities, we may not be successful in commercializing our product candidates if they are approved.

We have not yet established a sales, marketing or product distribution infrastructure for our product and service candidates, which are still in various stages of development. To achieve commercial success for any product for which we obtain marketing approval, we will need to establish a sales and marketing organization within the United States and, potentially, also develop a strategy for sales outside of the United States. We intend to outsource the manufacturing and distribution, and failure to obtain contracts with such third parties on terms acceptable to us, or at all, may significantly delay our product and service candidates market rollout. In addition, as we begin to commercialize our products, we will need to hire, develop, train personnel with expertise in marketing and selling products in each of those markets.

Our revenue and results of operations may vary on a quarterly and annual basis.

Our revenue and results of operations could vary significantly from period-to-period and may fail to match expectations as a result of a variety of factors, some of which are outside of our control, including general market conditions and macroeconomic factors. We have not yet generated revenues and we cannot accurately estimate future revenue and operating expenses based on historical performance. Our quarterly operating results may vary significantly based on many factors, including:

- Fluctuating demand for our potential products;
- Announcements or implementation by our competitors of new products;
- Amount and timing of our costs related to our marketing efforts or other initiatives;
- Timing and amounts relating to the expansion of our operations;
- Our ability to enter into, renegotiate or renew key agreements;
- Timing and amounts relating to the expansion of our operations; or
- Economic conditions specific to our industry, as well as general economic conditions.

As a result of the potential variations in our revenue and results of operations, period-to-period comparisons may not be meaningful and the results of any one period should not be relied on as an indication of future performance. We may also be unable to, or may elect not to, adjust spending quickly enough to offset any unexpected revenue shortfall. In addition, our results of operations may not meet the expectations of investors or public market analysts who follow the Company, which may adversely impact our stock price. We expect to make significant operating and capital expenditures in connection with the development of our plan of business. If these increased capital expenditures are not accompanied by increased revenue in the same quarter, our quarterly revenue and results of operations would be adversely affected.

If we fail to effectively manage our growth, our business will be harmed.

As of March 31, 2023, we had 1 full-time employee, our Chief Executive Officer, Anne B. Blackstone. As we continue preparing for our service and product candidates to enter the market, we will, as availability of capital permits, begin to hire personnel necessary to support our operations. The skills we seek are typically in high demand and we may have difficulty identifying, hiring, integrating, motivating and retaining additional employees, consultants, and contract personnel. Also, our management may need to divert a disproportionate amount of our attention away from our day-to-day activities and devote a substantial amount of time to simultaneously manage rightsizing and growth activities. We may not be able to effectively manage changes in the size of our operations, which may result in weaknesses in our infrastructure, give rise to operational mistakes, loss of business opportunities, loss of employees and reduced productivity among remaining employees.

Should we secure adequate capital, whether through this offering or otherwise, we intend to hire a Marketing and Sales Officer to implement plans for product distribution and channel placement. Regional distributors will be engaged to place product into their current customers (retail) and (Physician offices). In addition, we intend to hire a Financial Officer who has the financial experience in managing product launches and in developing financial models to assist in the stewarding of the capital during this period of market entrance and beyond. Further, we intend to hire a Medical Educator to write educational materials to educate and inform our potential customers on the use of our supplement.

Any future growth could require significant capital expenditures and may divert financial resources from other projects, such as the development of product candidates. If our management is unable to effectively manage our rightsizing efforts while scaling the Company, our expenses may increase more than expected, our ability to generate and/or grow revenues could be reduced, and we may not be able to implement our business strategy. Our future financial performance and our ability to commercialize our product candidates and compete effectively will depend, in part, on our ability to effectively manage the size of our organization. We cannot assure you that we will be able to accomplish these tasks or effectively manage our growth.

We are dependent upon our sole officer and director for future success.

Our future success to a significant extent depends on the continued services of Anne B. Blackstone, our sole officer and director. The departure of Ms. Blackstone could materially adversely affect our ability to implement our business strategy. Currently, we do not maintain, for our benefit, any key man life insurance on Ms. Blackstone; we have, however, entered into an employment agreement with Ms. Blackstone.

If we are unable to recruit and retain key personnel, our business may be harmed.

If we are unable to attract and retain key personnel, our business may be harmed. Our failure to enable the effective transfer of knowledge and facilitate smooth transitions with regard to our key employees could adversely affect our long-term strategic planning and execution.

Our financial success is dependent to a significant degree upon the efforts of our sole officer and director. Our future success and viability will depend to a significant extent upon its ability to attract and retain qualified personnel in all areas of its business, especially its sales, science, and financial management teams. If we were to be unable to retain these key members of our respective teams, we would need to replace them with qualified individuals in a timely manner or our business, results of operations and financial condition could be adversely impacted.

Significant disruptions of information technology systems or security breaches could adversely affect our operations.

We are increasingly dependent upon information technology systems, infrastructure and data to operate our business ourselves and on vendors who operate aspects of our technology infrastructure for us. In the ordinary course of business, through the use of our product and service candidates, we will collect, store and transmit large amounts of confidential information (including, among other things, trade secrets or other intellectual property, proprietary business information and personal patient information). It is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information.

Attacks on information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and they are being conducted by increasingly sophisticated and organized groups that include state actors, criminal organizations and individuals who can bring significant resources and expertise to bear. Public reports indicate that state actors have specifically targeted companies developing COVID-19 vaccines with the intent of stealing trade secrets or disabling information technology systems associated with vaccine development and we may be unable to defend against these state actors who have significantly more resources at their disposal than we do.

Our information technology systems, and those of third-party vendors with whom we contract are also vulnerable to service interruptions, security breaches from inadvertent or intentional actions by our employees, third-party vendors, and/or business partners, or from cyber-attacks by malicious third parties. Cyber-attacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering and other means to affect service reliability, and could threaten the confidentiality, integrity, and availability of information. For example, interruption of our information technology systems or technology infrastructure may cause delays in producing results for patients that utilize our products and/or services.

Significant disruptions of our information technology systems, or those of our third-party vendors, or security breaches could adversely affect our business operations and/or result in the loss, adulteration, misappropriation and/or unauthorized access, use or disclosure of, or the prevention of access to, confidential information, including, among other things, trade secrets or other intellectual property, proprietary business information and personal information, and could result in financial, legal, business, and reputational harm to us.

Any such breach or interruption could compromise our networks, and the information stored there could be inaccessible or could be accessed by unauthorized parties, publicly disclosed, lost or stolen. Any such interruption in access, improper access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, such as the federal Health Insurance Portability and Accountability Act (“HIPAA”), and regulatory penalties. Unauthorized access, loss or dissemination could also disrupt our operations, including our ability to perform tests, provide test results, bill facilities or patients, process claims and appeals, provide customer assistance services, conduct research and development activities, collect, process and prepare Company financial information, provide information about our current and future solutions and other patient and clinician education and outreach efforts through our website, and manage the administrative aspects of our business and damage our reputation, any of which could adversely affect our business. Any such breach could also result in the compromise of our trade secrets and other proprietary information, which could adversely affect our competitive position.

Any failure or perceived failure by us or any third-party collaborators, service providers, contractors or consultants to comply with our privacy, confidentiality, data security or similar obligations to third parties, or any data security incidents or other security breaches that result in the unauthorized access, release or transfer of sensitive information, including personally identifiable information, may result in governmental investigations, enforcement actions, regulatory fines, litigation or public statements against us, could cause third parties to lose trust in us or could result in claims by third parties asserting that we have breached our privacy, confidentiality, data security, or similar obligations, any of which could have a material adverse effect on our reputation, business, financial condition, or results of operations. Moreover, data security incidents and other security breaches can be difficult to detect, and any delay in identifying them may lead to increased harm. While we have implemented data security measures intended to protect our information technology systems and infrastructure, there can be no assurance that such measures will successfully prevent service interruptions or data security incidents.

We process, store and use certain personal information, which subjects us to privacy laws and standards, governmental regulation and other legal obligations related to privacy, and our actual or perceived failure to comply with these privacy laws and standards, regulations, and obligations could subject us to fines, sanctions or litigation, and could potentially damage our brand and reputation and adversely affect our business, financial condition and results of operations.

We depend on information technology networks and systems to process, transmit and store electronic information and to communicate among our locations around the United States and with customers. We collect, use and disclose personal information, such as names, addresses, phone numbers and email addresses. We collect, store and use sensitive or confidential transaction and account information of consumers. As a result, we are or may be subject to a variety of state, national and international laws and regulations that apply to the collection, use, retention, protection, disclosure, transfer and other processing of personal data, potentially including the Fair Credit Reporting Act, the General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA"). These laws and regulations are evolving, with new or modified laws and regulations proposed and implemented frequently and existing laws and regulations subject to new or different interpretations. For example, the GDPR introduced new data protection requirements in the EU and imposes substantial fines for breaches of the data protection rules. Compared to the previous EU data protection laws, the GDPR notably has a greater extra territorial reach and has a significant impact on data controllers and data processors, which either have an establishment in the EU, or offer goods or services to EU data subjects or monitor EU data subjects' behavior within the EU. The GDPR regime imposes more stringent operational requirements on both data controllers and data processors, and introduces significant penalties for non-compliance with fines of up to 4% of total annual worldwide turnover or €20.0 million (whichever is higher), depending on the type and severity of the breach.

In addition, the CCPA expands the rights of California residents to access and require deletion of their personal information, opt out of certain personal information sharing and receive detailed information about how their personal information is used. The CCPA imposes a number of privacy and security obligations on companies who collect, use, disclose, or otherwise process personal information of California residents, which may result in civil penalties for violations and private rights of action in case of data breaches. The CCPA provides for civil penalties for violations, which could result in statutory penalties of up to $2,500 per violation, or up to $7,500 per violation if the violation is intentional. Other states have adopted, or are considering enacting, similar laws. Any failure or alleged failure to comply with privacy or data protection laws could lead to government enforcement actions and significant penalties against us, and could materially and adversely affect our reputation, business, financial condition, cash flows and results of operations. Compliance with any of the foregoing laws and regulations can be costly, can delay or impede the development of new products, and may require us to change the way we operate.

Additionally, the California Privacy Rights Act ("CPRA"), which took effect on January 1, 2023 and significantly expands the CCPA, imposes additional data protection obligations on companies doing business in California, including additional consumer rights processes and opt outs for certain uses of sensitive data and sharing of personal data as well as an expanded definition of "sale" to include sharing of personal information, and data minimization and data retention requirements. The CPRA also establishes a new enforcement agency, the California Privacy Protection Agency, which may take a more active role in enforcement. Other states have and are likely to continue to implement their own privacy statutes in the near term. The effects of the CCPA, CPRA and other similar state regulations are potentially significant and may require us to modify our data collection or processing practices and policies and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation. Any of the foregoing could materially and adversely affect our business, results of operations and financial condition.

We may also be subject to or affected by evolving federal, state and foreign data protection laws and regulations, such as laws and regulations that address privacy and data security. In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, and consumer protection laws (e.g. Section 5 of the Federal Trade Commission Act). For example, HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, imposes specific requirements relating to the privacy, security, and transmission of individually identifiable health information. We may obtain health information or other personal information from third parties, including research institutions from which we obtain clinical trial data, that are subject to privacy and security requirements under HIPAA. While we do not believe that we are currently acting as a covered entity or business associate under HIPAA and thus are not directly regulated under HIPAA, any person may be prosecuted under HIPAA's criminal provisions if it knowingly receives individually identifiable health information from a HIPAA-covered healthcare provider or research institution that has not satisfied HIPAA requirements for disclosure of individually identifiable health information under aiding-and-abetting or conspiracy principles.

The interpretation and application of many privacy and data protection laws are uncertain. Anticipated further evolution of regulations on this topic may substantially increase the penalties to which we could be subject to in the event of any non-compliance. These laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our products. If so, in addition to the possibility of negative publicity, fines, lawsuits and other claims and penalties, we could be required to fundamentally change our business activities and practices or modify our products, which could harm our business.

We seek to comply with privacy related industry standards and are subject to the terms of our own privacy policies and privacy related obligations to third parties. We strive to comply with all applicable laws, policies, legal obligations and industry codes of conduct relating to privacy and data security protection to the extent possible. However, these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or regulations, making enforcement, and thus compliance requirements, ambiguous, uncertain, and potentially inconsistent. Additionally, laws, regulations, and standards covering marketing and advertising activities conducted by telephone, email, mobile devices, and the internet may be applicable to our business, such as the Telephone Consumer Protection Act (as implemented by the Telemarketing Sales Rule), the CAN SPAM Act of 2003, and similar state consumer protection laws. Any failure or perceived failure by us to comply with our privacy policies, privacy related obligations to agents, clients or other third parties, or our privacy related legal obligations, any marketing or advertising related laws, regulations, or standards, or any compromise of security that results in the unauthorized access to or unintended release of personal information or other agent or client data, may result in governmental enforcement actions, litigation, or public statements against us by consumer advocacy groups or others. Any of these events could cause us to incur significant costs in investigating and defending such claims and, if found liable, pay significant damages. Further, these proceedings and any subsequent adverse outcomes may cause our agents and clients to lose trust in us, which could have a material adverse effect on our reputation and business.

We are also subject to laws and regulations that involve electronic contracts and other communications; consumer protection; and online payment services. These laws and regulations are constantly evolving and can be subject to significant change. For example, many states have ordinances in place allowing individuals with certain criminal backgrounds to become tenants. State ordinances vary from state to state, and the types of criminal backgrounds that will clear a background check are not uniform on a national scale. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain and may be interpreted and applied inconsistently. Additionally, as we depend on third parties for key services, we rely on such third-party service providers' compliance with laws and regulations regarding privacy, data protection, consumer protection, and other matters relating to our customers.

Any significant change to applicable laws, regulations or industry practices regarding the use or disclosure of personal information, or regarding the manner in which the express or implied consent of agents and their clients for the use and disclosure of personal information is obtained, could require us to modify our platform and its features, possibly in a material manner and subject us to increased compliance costs, which may limit our ability to innovate, improve and expand our platform and its features that make use of the personal information that our agents and their clients voluntarily share. Our customers operate independent of our platform as well and are responsible for their own data privacy compliance in certain respects. Additionally, we provide training and our platform provides tools and security controls to assist our agents with their data privacy compliance to the extent they store relevant data on our platform. However, if a customer or tenant on our platform were to be subject to a claim for breach of data privacy laws, we could possibly be found liable for their claims due to our relationship, which can require us to take more costly data security and compliance measures or to develop more complex systems.

Our business plan is not based on independent market studies.

We have not commissioned any independent market studies concerning our plans of operations. Rather, our plans for implementing our business strategy and achieving profitability are based on the experience, judgment and assumptions of our management. If these assumptions prove to be incorrect, we may not be successful in our business operations.

Our Board of Directors may change our policies without stockholder approval.

Our policies, including any policies with respect to investments, leverage, financing, growth, debt and capitalization, will be determined by our Board of Directors or officers to whom our Board of Directors delegate such authority. Our Board of Directors will also establish the amount of any dividends or other distributions that we may pay to our stockholders. Our Board of Directors or officers to which such decisions are delegated will have the ability to amend or revise these and our other policies at any time without stockholder vote. Accordingly, our stockholders will not be entitled to approve changes in our policies, which policy changes may have a material adverse effect on our financial condition and results of operations.

Our limited operating history makes it difficult for you to evaluate our prospects and future performance.

Our business operations have only a limited history upon which an evaluation of our prospects and future performance can be made. The Company's operations are subject to all business risks associated with development stage enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment and expansion of a business, operation in a competitive industry and the necessary continued development of advertising and other marketing strategies. We believe it is likely that we will continue to sustain losses throughout the next twelve months. We cannot assure you that we will ever operate profitably.

Our limited operating history makes it difficult for us to estimate correctly our future operating expenses and anticipated revenue sources, which could lead to cash shortfalls.

We have a limited operating history, and as a result our historical financial and other operating data may be of limited value in estimating future operating revenue, revenue sources and expenses. Our budgeted expense levels are based in part on our expectations concerning future revenue and future revenue sources. The amount and sources of these revenues will depend on the success of our ability to establish the commercial viability of our new products, to sustain our marketing efforts, the perception of our products by customers and users, and other factors that are difficult to forecast accurately.

Because we do not have an audit committee, stockholders will have to rely on the directors, who are not independent, to perform these functions.

We do not have an audit or compensation committee comprised of independent directors. These functions are performed by the board of directors as a whole. Our sole director is not an independent director. Thus, there is a potential conflict in that this director is also engaged in management and participate in decisions concerning management compensation and audit issues that may affect management performance.

There are limitations of director liability and indemnification of directors, officers and employees.

Pursuant to Section 78.7502 of the Nevada Revised Statutes, we have the power to indemnify any person made a party to any lawsuit by reason of being a director or officer of the Company, or serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Our Articles of Incorporation provide that the Company shall indemnify its directors and officers to the fullest extent permitted by Nevada law.

These limitations of liability do not apply to liabilities arising under the federal or state securities laws and do not affect the availability of equitable remedies such as injunctive relief or rescission. Our corporate bylaws provide that we will indemnify our directors, officers and employees to the fullest extent permitted by law. Our bylaws also provide that we are obligated to advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding. We believe that these bylaw provisions are necessary to attract and retain qualified persons as directors and officers. The limitation of liability in our Articles of Incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might provide a benefit to us and our stockholders. Our results of operations and financial condition may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

We are an emerging growth company and a smaller reporting company and intend to take advantage of reduced disclosure requirements applicable to emerging growth companies, which could make the common stock less attractive to investors.

We are an "emerging growth company" ("EGC") as defined in the Jumpstart Our Business Startups Act of 2012. we will remain an EGC until the earliest to occur of (i) the last day of the fiscal year in which it has total annual gross revenue of $1.235 billion or more; (ii) the last day of the fiscal year following the fifth anniversary of the date of the first sale of common stock pursuant to the registration statement; (iii) the date on which it has issued more than $1.0 billion in non-convertible debt securities during the prior three-year period; or (iv) the date it qualifies as a "large accelerated filer" under the rules of the SEC, which means the market value of the common stock held by non-affiliates exceeds $700 million as of the last business day of its most recently completed second fiscal quarter after it has been a reporting Company in the United States for at least 12 months. For so long as we remain an EGC, we are permitted to and intend to rely upon exemptions from certain disclosure requirements that are applicable to other public companies that are not EGCs. These exemptions include not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure about our executive compensation arrangements.

We may choose to take advantage of some but not all of these reduced burdens. We have taken advantage of reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different from the information you receive from other public companies in which you hold stock. In addition, Section 107 of the Jumpstart Our Business Startups Act (the "JOBS Act") provides that an EGC may take advantage of an extended transition period for complying with new or revised accounting standards, delaying the adoption of these accounting standards until they would apply to private companies. We have elected to avail ourselves of the extended transition period for complying with new or revised financial accounting standards. As a result of our accounting standards election, we will not be subject to the same implementation timing for new or revised accounting standards as other public companies that are not EGC's which may make comparison of our financials to those of other public companies more difficult.

We are also a smaller reporting Company, as defined in Rule 405 promulgated under the Securities Act ("SRC"). As an SRC, the Company intends to utilize certain reduced disclosure requirements, including publishing two years of audited financial statements instead of three years, as required for companies that do not qualify as an SRC. The Company will remain an SRC until the last day of the fiscal year in which it had (i) a public float that exceeded $250 million or (ii) annual revenues of more than $100 million and a public float that exceeded $700 million. To the extent the Company takes advantage of such reduced disclosure obligations, it may make comparison of its financial statements to those of other public companies difficult or impossible.

After the Company ceases to be an SRC, it is expected to incur additional management time and cost to comply with the more stringent reporting requirements applicable to companies that are accelerated filers or large accelerated filers, including complying with the auditor attestation requirements of Section 404 of SOX.

Risks Related to Our Business

We use RNA-based molecular biology in our products and services pipeline and the successful commercialization of these products will depend on public perceptions of RNA-based products.

The successful commercialization of our product candidates depends, in part, on public acceptance of modern biotechnology techniques and the use of RNA to identify differentially expressed genes ("DEGs") involved in the inflammatory process associated with the development of chronic diseases. Negative public perceptions about RNA and molecular regulation of gene expression can also affect the regulatory environment in the jurisdictions in which we are targeting the sale of our products and the commercialization of our product candidates. Any increase in such negative perceptions or any restrictive government regulations in response to RNA-based products could have a negative effect on our business and may delay or impair the sale of our products or the development or commercialization of our product candidates. Public pressure may lead to increased regulation and legislation for products produced using biotechnology and this could adversely affect our ability to sell our product or commercialize our product candidates.

If the U. S. Food and Drug Administration (the "FDA") were to begin actively regulating our tests, we could incur substantial costs and delays associated with trying to obtain premarket clearance or approval and incur costs associated with complying with post-market controls.

We intend to launch and market each of our proprietary testing products as a laboratory-developed test ("LDT"). We believe each of our proprietary testing products that we will offer are LDTs. The FDA generally considers an LDT to be a test that is developed, validated and performed within a single laboratory. The FDA sometimes determines that a test that is being offered by a laboratory as an LDT is not an LDT under the FDA's interpretation of that term but is an in vitro diagnostic ("IVD") medical device in commercial distribution, and therefore must comply with the regulations that apply to IVDs, including the need for successfully completing the FDA review process. If the FDA were to conclude that our proprietary testing product is not an LDT, we would be subject to extensive regulation as a medical device.

Moreover, even for tests that are deemed to be LDTs, the FDA has historically taken the position that it has the authority to regulate such tests as IVDs under the Federal Food, Drug, and Cosmetic Act, or FDC Act, although it has generally exercised enforcement discretion with regard to LDTs. This means that even though the FDA believes it can impose regulatory requirements on LDTs, such as requirements to obtain premarket approval, de novo authorization or clearance of LDTs, it has generally chosen not to enforce those requirements. The regulatory environment for LDTs has changed over time. For example, in 2020, the Department of Health and Human Services, or HHS, directed the FDA to stop regulating LDTs, but in 2021, HHS reversed its policy. Thereafter, the FDA resumed requiring submission of emergency use authorization, or EUA, requests, for COVID-19 LDTs, but has not indicated an intent to change its policy of enforcement discretion with respect to other, non-COVID, LDTs. Various bills have been introduced in Congress seeking to substantially revamp the regulation of both LDTs and IVDs. For example, the VALID Act, introduced in June 2021, would clarify and enhance the FDA's authority to regulate LDTs, while the VITAL Act, introduced in May 2021, would assign oversight of LDTs exclusively to the Centers for Medicare and Medicaid Services, or CMS.

Neither the VALID Act nor the VITAL Act has been enacted into law as of the date of this prospectus. Although the VALID Act was favorably voted upon in June 2022 by the Senate Health, Education, Labor and Pensions Committee as part of the FDA Safety and Landmark Advancements bill, it was not included in the version of that legislation that was enacted by Congress and signed into law. Congress may, through the enactment of other legislation during the current session of Congress or the subsequent Congress, enact VALID or establish new regulatory requirements for LDTs through other legislation.

In the meantime, the regulation by the FDA of LDTs remains uncertain. The FDA may, if Congress does not enact new legislation, seek to establish new requirements for LDTs. If the FDA premarket clearance, approval or authorization is required by FDA for any of our future proprietary testing products, or for any components or materials we use in our tests, such as the component used to collect samples from patients, we may be forced to stop selling our tests or we may be required to modify claims for or make other changes to our tests while we work to obtain FDA clearance, approval or de novo authorization. Our business would be adversely affected while such review is ongoing and if we are ultimately unable to obtain premarket clearance, approval or de novo authorization. For example, the regulatory premarket clearance, approval or de novo authorization process may involve, among other things, successfully completing analytical, pre-clinical and/or clinical studies beyond the studies we have already performed or plans to perform for our LDT. These studies may be extensive and costly and may take a substantial period of time to complete. Any such studies may fail to generate data that meets the FDA's requirements. The studies may also not be conducted in a manner that meets the FDA's requirements, and therefore could not be used in support of the marketing application. We would also need to submit a premarket notification, or 510(k), a request for de novo authorization, or a PMA application to the FDA and to include information (*e.g.*, clinical and other data) supporting our LDT. Completing such studies requires the expenditure of time, attention and financial and other resources, and may not yield the desired results, which may delay, limit or prevent regulatory clearances, approvals or de novo authorizations. There can be no assurance that the submission of such an application will result in a timely response by the FDA or a favorable outcome that will allow the test to be marketed.

Certain types of standalone diagnostics software are subject to FDA regulation as a medical device (specifically, software as a medical device or "SaMD"). Some types of SaMD are subject to premarket authorization requirements. If the FDA were to conclude that the proprietary mRNA technology we have developed to predict presence of inflammatory-driven diseases and monitor patient treatment responses through artificial intelligence is required to obtain premarket authorization for the software used to analyze the mRNA genetic score, our ability to offer the test as an LDT could be delayed or prevented, which would adversely affect our business.

In addition, we may require cooperation in our filings for FDA clearance, approval or de novo authorization from third-party manufacturers of the components of our tests.

We cannot assure investors that any of our tests for which we decide to pursue or are required to obtain premarket clearance, approval or de novo authorization by the FDA will be cleared, approved or authorized on a timely basis, if at all. In addition, if a test has been cleared, approved or authorized, certain kinds of changes that we may make, *e.g.*, to improve the test, or because of issues with suppliers of the components of the test or modification by a supplier to a component upon which our test approval relies, may result in the need for the test to obtain new clearance, approval or authorization from the FDA before we can implement them, which could increase the time and expense involved in implementing such changes commercially. Ongoing compliance with FDA regulations, such as the Quality System Regulation, labeling requirements, Medical Device Reports, and recall reporting, would increase the cost of conducting our business and subject us to heightened regulation by the FDA. We will be subject to periodic inspection by the FDA to ascertain whether our facility does comply with applicable requirements. The penalties for failure to comply with these and other requirements may include Warning Letters, product seizure, injunctions, civil penalties, criminal penalties, mandatory customer notification, and recalls, any of which may adversely impact our business and results of operations.

Furthermore, the FDA or the Federal Trade Commission ("FTC"), as well as state consumer protection agencies and competitors, may object to the materials and methods we use to promote the use of our current tests or other LDTs we may develop in the future, including with respect to the product claims in our promotional materials, and may initiate enforcement actions against us. Enforcement actions by these agencies may include, among others, injunctions, civil penalties, and equitable monetary relief.

For more information, see "*Business – Laboratory Developed Test (LDT)*" below.

We are in competition with companies that are larger, more established and better capitalized than are we.

The medical testing products industry is highly competitive, rapidly evolving and subject to constant change. The number of competitors in our industry is substantial. We expect that if our products establish a market niche, competition will arise from a variety of sources, including from large healthcare companies to other smaller national and regional healthcare companies.

Many of our potential competitors possess:

- greater financial, technical, personnel, promotional and marketing resources;
- longer operating histories;
- greater name recognition; and
- larger consumer bases.

We cannot assure you that we will be able to compete effectively in our extremely competitive industry.

We sell our nutraceutical supplement in highly competitive markets, which results in pressure on our profit margins and limits our ability to maintain or increase the market share of our services.

The nutraceutical, retail pharmacy and compounding pharmacy industries are subject to significant competition and pricing pressures. We will experience significant competitive pricing pressures as well as competitive products. While we believe that the products we offer are uniquely competitive against those offered by other supplement and nutraceutical companies, several significant competitors offer products with prices that may match or are lower than ours.

It is possible that one or more of our competitors could develop a significant research advantage over us that allows them to provide superior products or pricing, which could put us at a competitive disadvantage. Continued pricing pressure or improvements in research and shifts in customer preferences away from natural supplements could adversely impact our customer base or pricing structure and have a material and adverse effect on our business, financial condition, results of operations and cash flows.

Adverse publicity or consumer perception of our My RNA for Life™ Genetic Centric Supplement and any similar products distributed by others could harm our reputation and adversely affect our sales and revenues.

We are highly dependent upon positive consumer perceptions of the safety and quality of our My RNA for Life™ Genetic Centric Supplement as well as similar products distributed by other wellness, nutraceutical and food-supplement companies. Consumer perception of wellness supplements and our products, in particular, can be substantially influenced by scientific research or findings, national media attention and other publicity about product use. Adverse publicity from these sources regarding the safety, quality or efficacy of nutritional supplements and our products could harm our reputation and results of operations. The mere publication of news articles or reports asserting that such products may be harmful or questioning their efficacy could have a material adverse effect on our business, financial condition and results of operations, regardless of whether such news articles or reports are scientifically supported or whether the claimed harmful effects would be present at the dosages recommended for such products.

Our mRNA product candidates are based on innovative technologies and any product candidates we develop may be more complex and more difficult to manufacture than initially anticipated. We may encounter difficulties with manufacturing processes, manufacturing at higher volumes, product releases, product shelf life and storage, supply chain management, or shipping for any of our products. If we or any of our third-party vendors encounter such difficulties, our ability to supply commercial product or material for clinical studies could be delayed or stopped.

Our subsidiary, Precision Genomics, Inc., has developed medical artificial intelligence ("AI") technology that uses RNA-based inflammatory genetic markers to assist in disease diagnosis, monitoring and assessment of pre- and post-treatment patient responses. The manufacturing processes for our product candidates using our mRNA genomic technology are innovative and complex. There are no mRNA alternatives currently manufactured at commercial scale for our program. Due to the nature of this technology and our limited experience at commercial scale production, we could encounter difficulties with manufacturing processes, manufacturing at higher volumes, product releases, product shelf life and storage, supply chain management, or shipping.

Due to the nature of our products and manufacturing platform, there may also be a high degree of technological change that can negatively impact product comparability during and after clinical development. Furthermore, technology changes may drive the need for changes in, modification to, or the sourcing of new manufacturing infrastructure or may adversely affect third-party relationships.

The process to generate mRNA product candidates is complex and, if not developed and manufactured under well-controlled conditions, can adversely impact pharmacological activity and may result in one or more of our product candidates' failure. To date, we have not completed the development of our product candidates and there is not assurance that, once developed, that any of our products will be accepted by our targeted customers. If we do not successfully develop and commercialize our products based upon this technological approach, we may not become profitable and our results of operations may be adversely affected.

If we fail to develop and maintain satisfactory relationships with physicians and/or wellness centers that may recommend our nutraceutical supplement, our business may be adversely affected.

Our B2B approach will focus on engaging wellness center physicians as well as medical facilities and pharmacies. Our products encourage or require our customers to use these providers that we will market to. A key component of our "My RNA For Life" program is to increase the number of providers who may recommend our program or nutraceutical supplement to potential customers.

In any particular market, providers could refuse to engage with us, demand higher payments, or take other actions that could result in higher costs for us, less desirable products for customers and members or difficulty meeting regulatory or accreditation requirements. In some markets, some providers, particularly hospitals, physician specialty groups, physician/hospital organizations, or multi-specialty physician groups, may have significant market positions and negotiating power. If these providers refuse to contract with us, use their market position to negotiate unfavorable engagements with us or place us at a competitive disadvantage, or do not enter into contracts with us that encourage the usage of our "My RNA For Life" program, our ability to market products or to be profitable in those areas may be adversely affected. The market to engage physician and wellness practices, as well as medical facilities and pharmacies, is, and is expected to remain, highly competitive, and the performance of our B2B approach to market and distribute our "My RNA For Life" program and our nutraceutical supplement may be adversely impacted if we are unable to attract or maintain satisfactory relationships with physicians other medical professionals.

The materials used in our diagnostic tests processes and those used to manufacture RNA-based products and our derivative products, such as mRNA genetic microarrays, may become difficult to obtain in the quality or quantity required for our business plans or at the prices that are currently projected.

Many of our processes and products rely on materials purchased from third parties and should these materials increase in prices, have supply constraints, or become unavailable, it could impact our ability to develop products or bring them to market either on time, at competitive prices or at all. For example, some of our protein diagnostic tests that we use to identify inflammatory related diseases, such as our "ELISA" (as defined below) and Apoptotic Index™ technology, may use compounds that are sourced from suppliers in China. Further, mRNA panels used in our diagnostic tests are produced by a third-party. Should these particular components that are sourced and/or produced by third parties become unavailable, it could impair the effectiveness, yield or availability of some of our available laboratory tests.

Single or limited sources for some materials may impact our ability to secure supply for our nutraceutical supplement.

Our dependence on single-source, limited-source or preferred suppliers exposes us to certain risks, such as:

- a disruption to suppliers' operations which could leave us with no other means of continuing the research, development, or manufacturing operations for which the supplier provides inputs;
- the inability to locate a suitable replacement on acceptable terms or on a timely basis, if at all;
- existing suppliers may cease or reduce production or deliveries, raise prices, or renegotiate terms;
- delays caused by supply issues may harm our reputation, frustrate customers, and cause them to turn to our competitors; and
- Our ability to progress the development of existing programs and the expansion of capacity to begin future programs could be materially and adversely impacted if the single-source, limited-source or preferred suppliers upon which we rely were to experience a significant business challenge, disruption, or failure due to issues such as financial difficulties or bankruptcy, issues relating to other customers such as regulatory or quality compliance issues, or other financial, legal, regulatory, or reputational issues.

Should any of the above risks, or should any consequences of unpredictable risks, come to fruition, such events could have a material adverse effect on operations.

We rely on highly specialized equipment and consumables for the production of RNA and our derivative products, such as mRNA, and any disruption to the supply chain or any malfunction of that equipment may adversely impact our operations.

The equipment and consumables used to produce RNA and our derivative mRNA products are currently supply constrained across all suppliers, which may cause delays in development, testing or marketing of our human health products and may require us to ultimately increase prices should our products become available to consumers.

Additionally, we will be dependent on a number of equipment providers and third-party contract manufacturing organizations ("CMOs") who are also implementing innovative technology. For instance, we will use medical AI technology that uses mRNA-based genetic markers to measure the presence of inflammatory driven diseases and monitor patient treatment responses. This AI technology is run on a third-party equipment, which is located in a CLIA and CAP (as defined above) certified laboratory. If such equipment malfunctions or if we encounter unexpected performance issues, we could encounter delays or interruptions to clinical and commercial supply.

Delay or unavailability of products, services, or equipment provided by suppliers could require us to change the design of our research, development, and manufacturing processes based on the functions, limitations, features, and specifications of the replacement items or seek out a new supplier to provide these items. Additionally, as we grow, our existing suppliers may not be able to meet our increasing demand, and additional suppliers may need to be found. We may not be able to secure suppliers who provide lab supplies at, or equipment and services to, the specification, quantity, and quality levels that we demand (or at all) or be able to negotiate acceptable fees and terms of services with such suppliers.

If we are unable to develop and later market our products under development in a timely manner or at all, or if competitors develop or introduce similar products that achieve commercialization before our products enter the market, the demand for our products may decrease or the products could become obsolete.

Our products will compete in extremely competitive markets, where competitors may already be well established. We expect that competitors will continue to innovate and to develop and introduce similar products that could be competitive in both price and performance. Competitors may succeed in developing or introducing similar products earlier than, obtaining regulatory approvals and clearances for such products before our products are approved and cleared, or developing more effective products. In addition, competitors may have products, which may achieve commercialization before our products enter the market.

If the products we sell do not have the healthful effects intended, our business may suffer.

In general, our My RNA for Life™ Genetic Centric Supplement contain food and nutritional supplements which do not currently require approval from the FDA or other regulatory agencies prior to sale. Many of our products contain innovative ingredients or combinations of ingredients. There is minimal long-term experience with human or other animal consumption of certain of these ingredients or combinations thereof in concentrated form. Our products could have certain side effects if not taken as directed or if taken by a consumer that has certain medical conditions. Furthermore, there can be no assurance that any of the products, even when used as directed, will have the effects intended or will not have harmful side effects. Should our products cause unwanted side effects or not have the results intended, it could have a material adverse effect on our business, financial condition and results of operations.

Our marketing strategies for our products may not be successful.

We will be required to attract customers to our products, all of which will be new upon their introduction. Should our marketing strategies fail to establish sales of our products, our operations will be adversely affected.

Our business may be affected by litigation and government investigations.

We may from time to time receive inquiries and subpoenas and other types of information requests from government authorities and others and we may become subject to claims and other actions related to our business activities. While the ultimate outcome of investigations, inquiries, information requests and legal proceedings is difficult to predict, defense of litigation claims can be expensive, time-consuming, and distracting, and adverse resolutions or settlements of those matters may result in, among other things, modification of our business practices, costs and significant payments, any of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

There will be no third-party oversight over the manufacturer of our products.

We intend for our products to be manufactured in an FDA-approved facility. While these facilities are inspected by the FDA, FDA inspections may not be conducted on a regular basis. Further we will not employ an independent third party to inspect regularly any such facility nor will our management regularly visit such facility to conduct a quality control review. As such, there is a risk that the quality of our products may decline. Any decline, or perception of decline, in the quality of our products can adversely affect our reputation, and consequently adversely affect our results of operations and revenue.

Our insurance coverage may not be sufficient to cover our legal claims or other losses that we may incur in the future.

We are also a smaller reporting Company, as defined in Rule 405 promulgated under the Securities Act ("SRC"). As an SRC, the Company intends to utilize certain reduced disclosure requirements, including publishing two years of audited financial statements instead of three years, as required for companies that do not qualify as an SRC. The Company will remain an SRC until the last day of the fiscal year in which it had (i) a public float that exceeded $250 million or (ii) annual revenues of more than $100 million and a public float that exceeded $700 million. To the extent the Company takes advantage of such reduced disclosure obligations, it may make comparison of its financial statements to those of other public companies difficult or impossible.

After the Company ceases to be an SRC, it is expected to incur additional management time and cost to comply with the more stringent reporting requirements applicable to companies that are accelerated filers or large accelerated filers, including complying with the auditor attestation requirements of Section 404 of SOX.

Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our products and brand.

We have invested, and will continue to invest, resources to protect our brands and intellectual property rights. However, we may be unable or unwilling to strictly enforce our intellectual property rights, including our patents and trademarks, from infringement. Our failure to enforce our intellectual property rights could diminish the value of our brands and product offerings and harm our business and future growth prospects.

If we are unable to obtain and maintain protection of our intellectual property, which are costly to maintain, the value of our products may be adversely affected.

Our industry is characterized by vigorous pursuit and protection of intellectual property rights, which has resulted in protracted and expensive litigation for several companies. Third parties may assert claims of misappropriation of trade secrets or infringement of intellectual property rights against us or against our end customers or partners for which we may be liable.

As our business expands, the number of products and competitors in our markets can be expected to increase and product overlaps to occur, and infringement claims may increase in number and significance. Intellectual property lawsuits are subject to inherent uncertainties due to the complexity of the technical issues involved, and we cannot be certain that we would be successful in defending ourselves against intellectual property claims. Further, many potential litigants have the capability to dedicate substantially greater resources than we can to enforce their intellectual property rights and to defend claims that may be brought against them. Furthermore, a successful claimant could secure a judgment that requires us to pay substantial damages or prevents us from distributing products or performing certain services.

We attempt to protect our intellectual property position, in part, by filing patent applications related to our proprietary technology, inventions and improvements that are important to our business. However, our patent and trademark positions are not likely by itself to prevent others from commercializing products that compete directly with our products. In addition, the patents and trademarks owned by us or issued to us could be challenged, invalidated, or held to be unenforceable. We also note that any patent granted may not provide a competitive advantage to us. Our competitors may independently develop technologies that are substantially similar or superior to our technologies. Further, third parties may design around our patented or proprietary products and technologies.

We rely on certain trade secrets and we may not be able to adequately protect our trade secrets even with contracts with our personnel and third parties. Also, any third party could independently develop and have the right to use, our trade secret, know-how and other proprietary information. If we are unable to protect our intellectual property rights, our business, prospects, financial condition and results of operations could suffer materially.

We may not be successful in registering and enforcing our trademarks.

As we apply to register our unregistered trademarks in the United States and other countries, our applications may not be allowed for registration in a timely fashion or at all, and our registered trademarks may not be maintained or enforced. Trademark enforcement is always uncertain, since proving infringement requires a showing of consumer confusion in addition to use by the defendant of a similar or identical trademark. In addition, opposition or cancellation proceedings may be filed against our trademark applications and registrations, and our trademarks may not survive such proceedings. In certain countries outside of the United States, trademark registration is required to enforce trademark rights. If we do not secure registrations for our trademarks, we may encounter more difficulty in enforcing them against third parties than we otherwise would.

Risks Related to an Investment in Our Securities

Persons who purchase shares of our common stock may lose their money without us ever being able to develop a market.

In the event that no market to purchase our common shares is ever created, it is likely that the entire investment of a purchaser in our common stock would be lost.

The outstanding shares of our convertible preferred stock (the "Convertible Preferred Stock") will, for the foreseeable future, preclude current and future owners of our common stock from influencing any corporate decision.

The Convertible Preferred Stock has the following voting rights: each share of Convertible Preferred Stock shall vote on all matters as a class with the holders of common stock and each share of Convertible Preferred Stock shall be entitled to the number of votes equal to the "conversion rate," or one hundred (100) votes per share of Convertible Preferred Stock. These holders of Convertible Preferred Stock will, therefore, be able to control the management and affairs of the Company, as well as matters requiring the approval by our stockholders, including the election of directors, any merger, consolidation or sale of all or substantially all of our assets, and any other significant corporate transaction. (See "*Security Ownership of Certain Beneficial Owners and Management*").

The conversion of our outstanding shares of Convertible Preferred Stock and Convertible Notes will, if and when converted, result in significant ownership dilution to holders of our common stock, including holders of Offered Shares.

The 7,000,000 outstanding shares of Convertible Preferred Stock are convertible, at any time, into a total of 700,000,000 shares of our common stock. (See "*Description of Securities--Convertible Preferred Stock*" and "*Security Ownership of Certain Beneficial Owners and Management*"). The Convertible Notes are also convertible at the election of their respective holders, at a price equal to 80% of the offering price for all of the Offered Shares, or $ [0.60-1.00] per Conversion Share, for a total of up to [1,566,667-940,000] shares of our common stock.

If and when the shares underlying the Convertible Preferred Stock and Convertible Notes are converted, the then-holders of our common stock, including purchasers of the Offered Shares, may experience immediate and substantial dilution in their respective ownership percentages.

Investors in this Offering will experience immediate and substantial dilution in net tangible book value.

If you purchase Offered Shares in this Offering, your investment will be diluted to the extent of the difference between your purchase price per Offered Share and the net tangible book value of our common stock after this Offering. Our net tangible book value as of December 31, 2022, was $(826,167), or $(0.00) per share.

As a result of the Offered Shares in this Offering, investors in this Offering may incur immediate dilution of $[0.87-0.96] based on the $[0.75-1.25] offering price. Investors in this Offering will pay a price per share that substantially exceeds the book value of our assets after subtracting our liabilities. See "*Dilution*" for a more complete description of how the value of your investment will be diluted upon the completion of this Offering.

In addition, we have 7,000,000 shares of Convertible Preferred Stock outstanding, which may be converted into a total of 700,000,000 shares of our common stock. To the extent that the Convertible Preferred Stock is converted, there may be further dilution.

We have outstanding indebtedness pursuant to the Convertible Notes, and default on such Convertible Notes may adversely affect our financial condition and ability to operate our business.

If the holders of the Convertible Notes determine not to convert the Convertible Notes into shares of our common stock, we may be unable to discharge such obligations when due. In such circumstance, we would be in default on each of the Convertible Notes, which would have a severe material adverse effect on our ability to operate our business. None of the Convertible Notes is due until October 1, 2023.

In addition, we may need additional financing to support our business and pursue our growth strategy, including for pursuing our future planned studies. Our ability to obtain additional financing, if and when required, will depend on investor demand, our operating performance, the condition of the capital markets and other factors. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we raise additional funds through the issuance of equity, equity-linked or debt securities, those securities may have rights, preferences or privileges senior to those of our common stock, and, in the case of equity and equity-linked securities, our existing shareholder may experience dilution.

We may seek capital that may result in stockholder dilution or that may have rights senior to those of our common stock.

From time to time, we may seek to obtain additional capital, either through equity, equity linked or debt securities. The decision to obtain additional capital will depend on, among other factors, our business plans, operating performance and condition of the capital markets. If we raise additional funds through the issuance of equity, equity linked or debt securities, those securities may have rights, preferences or privileges senior to the rights of our common stock, which could negatively affect the market price of our common stock or cause our stockholders to experience dilution.

Given that we do not have committed sources of financing, we may attempt to raise capital by selling shares, possibly at a deep discount to market. These actions may result in dilution of the ownership interests and voting power of existing stockholders, further dilute common stock book value, and may delay, defer or prevent a change of control.

Future issuances of debt securities and equity securities could negatively affect the market price of shares of our common stock and, in the case of equity securities, may be dilutive to existing stockholders.

In the future, we may issue debt or equity securities or incur other financial obligations, including stock dividends. Upon liquidation, it is possible that holders of our debt securities and other loans and preferred stock would receive a distribution of our available assets before common stockholders. We are not required to offer any such additional debt or equity securities to existing stockholders on a preemptive basis. Therefore, additional common stock issuances, directly or through convertible or exchangeable securities, warrants or options, would dilute the holdings of our existing common stockholders and such issuances, or the perception of such issuances, could reduce the market price of shares of our common stock.

We do not intend to pay dividends on our common stock.

We intend to retain earnings, if any, to provide funds for the implementation of our business strategy. We do not intend to declare or pay any dividends in the foreseeable future. Therefore, there can be no assurance that holders of our common stock will receive cash, stock or other dividends on their shares of our common stock, until we have funds which our Board of Directors determines can be allocated to dividends. Further, our common stock may be less valuable because a return on your investment will only occur if our stock price appreciates.

We have broad discretion in the use of the net proceeds from this Offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this Offering, including for any of the purposes described in the section entitled "*Use of Proceeds*," and you will not have the opportunity as part of your investment decision to assess whether the net proceeds will be used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this Offering, their ultimate use may vary substantially from their currently intended use. Furthermore, our management will have broad discretion in the application of the net proceeds, and investors will be relying on our judgment regarding the application of the net proceeds of this Offering.

The failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest the net proceeds from this Offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this Offering in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

Because our common stock is considered a "penny stock," any investment in our common stock is considered to be a high risk investment and is subject to restrictions on marketability.

Our common stock is considered a "penny stock" because it is quoted on the OTC Pink and it trades for less than $5.00 per share. The OTC Pink is generally regarded as a less efficient trading market than the Nasdaq Capital ("Nasdaq") or Global Markets or the New York Stock Exchange. The SEC has rules that regulate broker dealer practices in connection with transactions in "penny stocks."

Penny stocks generally are equity securities with a price of less than $5.00 per share (other than securities registered on certain national securities exchanges or quoted on the Nasdaq system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system). The penny stock rules require a broker dealer, prior to a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document prepared by the SEC, which specifies information about penny stocks and the nature and significance of risks of the penny stock market. The broker dealer also must provide the customer with bid and offer quotations for the penny stock, the compensation of the broker dealer and any salesperson in the transaction, and monthly account statements indicating the market value of each penny stock held in the customer's account. In addition, the penny stock rules require that, prior to effecting a transaction in a penny stock not otherwise exempt from those rules, the broker dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our common stock. Since our common stock is subject to the regulations applicable to penny stocks, the market liquidity for our common stock could be adversely affected because the regulations on penny stocks could limit the ability of broker dealers to sell our common stock and thus your ability to sell our common stock in the secondary market in the future.

We can provide no assurance that our common stock will be quoted or listed on any trading platform of higher quality than the OTC Pink, including the OTCQB, NYSE American or any exchange, even if eligible, in the future.

It is possible that our common stock will continue to experience volatility in its trading volume and its market price.

Our common stock is quoted in the over-the-counter market under the symbol "LUDG" on the OTC Pink. For over the past five years, our common stock has experienced both volume and price volatility. The market for low-priced securities is generally less liquid and more volatile than securities traded on national stock markets. Wide fluctuations in market prices are not uncommon.

The price of our common stock may be subject to wide fluctuations in response to factors such as the following, some of which are beyond our control:

- quarterly variations in our operating results;
- operating results that vary from the expectations of investors;
- changes in expectations as to our future financial performance, including financial estimates by investors;
- reaction to our periodic filings, or presentations by executives at investor and industry conferences;
- changes in our capital structure;
- announcements of innovations or new products by us or our competitors;

- announcements by us or our competitors of significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments;
- lack of success in the expansion of our business operations;
- third-party announcements of claims or proceedings against us or adverse developments in pending proceedings;
- additions or departures of key personnel;
- asset impairment;
- temporary or permanent inability to offer products or services; and
- rumors or public speculation about any of the above factors.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

In the past, following periods of volatility in the market price of a company's securities, securities class-action litigation often has been instituted against that company. Such litigation, if instituted against us, could cause us to incur substantial costs to defend such claims and divert management's attention and resources.

Our internal controls may be inadequate, which could cause our financial reporting to be unreliable and lead to misinformation being disseminated to the public.

Our management is responsible for establishing and maintaining adequate internal control over our financial reporting. As defined in Exchange Act Rule 13a 15(f), internal control over financial reporting is a process designed by, or under the supervision of, the principal executive and principal financial officer and effected by the Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and/or directors of the Company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Our internal controls may be inadequate or ineffective, which could cause financial reporting to be unreliable and lead to misinformation being disseminated to the public. Investors relying upon this misinformation may make an uninformed investment decision.

Failure to achieve and maintain an effective internal control environment could cause us to face regulatory action and also cause investors to lose confidence in our reported financial information, either of which could have a material adverse effect on the Company's business, financial condition, results of operations and future prospects.

However, our auditors will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until we are no longer an EGC if we take advantage of the exemptions available to us through the JOBS Act.

The costs of being a public company could result in us being unable to continue as a going concern.

As a public Company, we are required to comply with numerous financial reporting and legal requirements, including those pertaining to audits and internal control. The costs of maintaining public company reporting requirements could be significant and may preclude us from seeking financing or equity investment on terms acceptable to us and our stockholders. We estimate these costs to be approximately $75,000 per year and may be higher if our business volume or business activity increases significantly.

To the extent that funds generated from any private placements, public offerings and/or bank financing are insufficient, we will have to raise additional working capital and no assurance can be given that additional financing will be available, or, if available, will be on acceptable terms. The recent interest rate hikes and the present conditions and state of the United States and global economies make it difficult to predict whether and/or when and to what extent a recession has occurred or will occur in the near future. These conditions potentially raise substantial doubt about our ability to continue as a going concern. If adequate working capital is not available, we may be forced to discontinue operations, which would cause investors to lose their entire investment.

Risks Related to Our Organization and Structure

Our holding Company structure makes us dependent on our subsidiaries for our cash flow and could serve to subordinate the rights of our stockholders to the rights of creditors of our subsidiaries, in the event of an insolvency or liquidation of any such subsidiary.

The Company acts as a holding company and, accordingly, substantially all of our operations are conducted through our subsidiaries. Such subsidiaries will be separate and distinct legal entities. As a result, substantially all of our cash flow will depend upon the earnings of our subsidiaries. In addition, we will depend on the distribution of earnings, loans or other payments by our subsidiaries. No subsidiary will have any obligation to provide the Company with funds for our payment obligations. If there is an insolvency, liquidation or other reorganization of any of our subsidiaries, our stockholders will have no right to proceed against their assets. Creditors of those subsidiaries will be entitled to payment in full from the sale or other disposal of the assets of those subsidiaries before the Company, as a stockholder, would be entitled to receive any distribution from that sale or disposal.

Risks Relating to This Offering

FINRA sales practice requirements may limit a stockholder's ability to buy and sell our common stock.

The Financial Industry Regulatory Authority ("FINRA") has adopted rules that require that in recommending an investment to a customer, a broker dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non institutional customers, broker dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low-priced securities will not be suitable for at least some customers. FINRA requirements make it more difficult for broker dealers to recommend that their customers buy our common stock, which may have the effect of reducing the level of trading activity in our common stock. As a result, fewer broker dealers may be willing to make a market in our common stock, reducing a stockholder's ability to resell shares of our common stock.

State securities laws may limit secondary trading, which may restrict the states in which you can sell the shares offered by this Prospectus.

If you purchase Offered Shares in this Offering, you may not be able to resell the shares in any state, unless and until the shares of our common stock are qualified for secondary trading under the applicable securities laws of such state or there is confirmation that an exemption, such as listing in certain recognized securities manuals, is available for secondary trading in such state. There can be no assurance that we will be successful in registering or qualifying our common stock for secondary trading, or identifying an available exemption for secondary trading in our common stock in every state. If we fail to register or qualify, or to obtain or verify an exemption for the secondary trading of, our common stock in any particular state, our common stock could not be offered or sold to, or purchased by, a resident of that state. In the event that a significant number of states refuse to permit secondary trading in our common stock, the market for our common stock will be limited which could drive down the market price of our common stock and reduce the liquidity of the shares of our common stock and a stockholder's ability to resell shares of our common stock at all or at current market prices, which could increase a stockholder's risk of losing some or all of his, her or its investment.

There has been no independent valuation of the stock, which means that the stock may be worth less than the purchase price.

The Offering price of the Offered Shares has been determined by us without independent valuation of the Offered Shares. We established the offering price based on management's estimate of the value of the Offered Shares. This valuation is highly speculative and arbitrary. There is no relation to the market value, book value, or any other established criteria. We did not obtain an independent appraisal opinion on the valuation of the Offered Shares. The Offered Shares may have a value significantly less than the offering price and the Offered Shares may never obtain a value equal to or greater than the offering price.

Our common stock is thinly traded and experiences wide share price fluctuations, low share prices and minimal liquidity.

The trading price of our common stock is volatile with wide fluctuations in response to several factors, including, without limitation, potential investors' anticipated feeling regarding our results of operations, increased competition and our ability or inability to generate future revenues. In addition, the trading price of our common stock may be affected by factors that are unrelated or disproportionate to our operating performance. The trading price of our common stock might be affected by general economic, political and market conditions, such as recessions, interest rates, commodity prices or international currency fluctuations. Additionally, stocks traded on the OTC PINK market are usually thinly traded, highly volatile and not followed by analysts. These factors, which are not under our control, may have a material effect on the trading price of our common stock.

Because this Offering does not have a minimum offering amount, we may not raise enough funds to continue operations.

Because the terms of this Offering lack a minimum offering amount, no minimum amount of funds are assured, and we may only receive proceeds sufficient to fund operations for a short amount of time. We may, then, have to cease operations, and investors could then lose their entire investments.

Because this Offering is a self-underwritten "best effort" basis offering, we may not raise enough capital to fund our business goals and/or objectives.

This prospectus relates to the sale of 47,000,000 Offered Shares at a price of $___[0.75-1.25] per share. This Offering terminates one year from the date of this prospectus. We are offering the Offered Shares on a self-underwritten "best-efforts" basis directly through our Chief Executive Officer, Anne B. Blackstone. There is no minimum amount of Offered Shares required to be purchased, and the total proceeds received by us might not be enough to execute our business plan, or a market may not ever develop for our common stock. No commission or other compensation related to the sale of the shares will be paid. For more information, see the sections titled "*Plan of Distribution*" and "*Use of Proceeds*" herein.

THE OFFERING

This prospectus relates to the sale of 47,000,000 Offered Shares at a price of $___[0.75-1.25] per share. This Offering terminates one year from the date of this prospectus. We are offering the Offered Shares on a self-underwritten "best-efforts" basis directly through our Chief Executive Officer, Anne B. Blackstone. There is no minimum amount of Offered Shares required to be purchased, and the total proceeds received by us might not be enough to execute our business plan, or a market may not ever develop for our common stock. No commission or other compensation related to the sale of the shares will be paid. For more information, see the sections titled "Plan of Distribution" and "Use of Proceeds" herein.

USE OF PROCEEDS

We estimate the net proceeds to us from this offering will be approximately $__[35,250,000-58,750,000] based on the initial offering price of $___[0.75-1.25] per share, prior to deducting estimated offering expenses payable by us in the approximate amount of $50,000.

We anticipate that the net cash proceeds of this Offering will be used primarily to execute our business plan and will include expenditures for equipment, marketing, staffing, legal expenses, accounting expense, company awareness, research and clinical trials, debt repayment and the exercise of an option to buy back certain shares of our common stock. Additionally, net cash proceeds will be used for paying general and administrative expenses associated with this Offering and paying general and administrative expenses associated with being a public company, including accounting, auditing, transfer agent, EDGAR filing and legal expenses. The precise amounts that we will devote to our programs will vary depending on numerous factors, including, but not limited to, the progress and results of our research and assessments as to the market for our products that are in development. In the event that we sell less than the maximum Offered Shares offered in this Offering, our first priorities are to pay fees associated with product development and their market introduction.

The table below sets forth the estimated proceeds we would derive from this Offering, assuming the sale of 25%, 50%, 75% and 100% of the Offered Shares at a per share price of $1.00, which represents the midpoint of the offering price range herein.

	Assumed Percentage of Offered Shares Sold in This Offering			
	25%	**50%**	**75%**	**100%**
Shares sold	11,750,000	23,500,000	35,250,000	47,000,000
Gross proceeds	$ 11,750,000	$ 23,500,000	$ 35,250,000	$ 47,000,000
Offering expenses	(50,000)	(50,000)	(50,000)	(50,000)
Net proceeds	$ 11,700,000	$ 23,450,000	$ 35,200,000	$ 46,950,000

The table below sets forth the manner in which we intend to apply the net proceeds derived by us in this Offering, assuming the sale of 25%, 50%, 75% and 100% of the Offered Shares. All amounts set forth below are estimates. Following the table below, there is a narrative that describes how we intend to use the proceeds from this Offering. We urge you to read such narrative, in conjunction with the table below.

	25%	**50%**	**75%**	**100%**
Equipment	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Marketing	2,257,143	4,757,143	8,757,143	11,757,143
Senior Staff and Support Team	500,000	750,000	1,000,000	1,300,000
Accounting and Regulatory Expenses	400,000	500,000	600,000	800,000
Company Awareness	200,000	300,000	400,000	500,000
Research and Clinical Trials	5,000,000	13,300,000	20,000,000	27,400,000
Debt Repayment**(1)**	105,475	105,475	105,475	105,475
Exercise of Worthington Option**(2)**	122,873	122,873	122,873	122,873
Inventory	50,000	200,000	300,000	400,000
General and Administrative Expense	75,000	150,000	300,000	500,000
Working Capital	949,509	1,194,509	1,574,509	2,024,509
Plus the cash value of the amount (principal and interest) attributable to the conversion of the Subject Convertible Notes**(3)**	1,040,000	1,040,000	1,040,000	1,040,000
Estimated offering expenses	50,000	50,000	50,000	50,000
Total Net Proceeds	$ 11,700,000	$ 23,450,000	$ 35,200,000	$ 46,950,000

(1) These debts relate to loans obtained by us to pay ongoing operating expenses.

(2) With $122,873 of proceeds, we intend to exercise our option to purchase 171,162,746 shares of our outstanding common stock currently owned by Worthington Financial Services, Inc. The purchased shares would, then, be cancelled and returned to the status of "authorized and unissued."

(3) The Convertible Notes (as defined above) were issued as follows:

(a) Issue Date, February 7, 2021: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share. The proceeds of the note were used for operating expenses.

(b) Issue Date, November 4, 2021: $250,000 original principal amount, with $125,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share. The proceeds of the note were used for operating expenses.

(c) Issue Date, October 1, 2022: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable October 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(d) Issue Date, November 1, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(e) Issue Date, September 1, 2022: $60,000 original principal amount, with $30,000 of original issue discount (OID), issued to Steven J. Preiss; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(f) Issue Date, August 30, 2022: $50,000 original principal amount, with $25,000 of original issue discount (OID), issued to Michael Magliochetti. Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(g) Issue Date, August 30, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Michael Magliochetti, Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(h) Issue Date, August 31, 2022: $80,000 original principal amount, with $40,000 of original issue discount (OID), issued to Christopher Wald; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

(i) Issue Date, January 16, 2023: $100,000 original principal amount, with $30,000 of original issue discount (OID), issued to William R. Yahner, Jr.; payable January 16, 2024; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. The proceeds of the note were used for operating expenses.

With proceeds from this Offering, we intend to purchase Thermofisher sequencing equipment, an Automated Liquid Handler (Eppendorf), a Maxwell RNA extractor and a King Fisher Extractor (if necessary, we would lease such equipment). This equipment allows for the extraction and sequencing of mRNA from samples provided. With the purchase of this equipment and related lab items, over the next year, we expect to analyze approximately 3,000 mRNA samples obtained from patients with various chronic inflammatory diseases, choose the most significant mRNA diagnostic genes and organize an antibody research lab to target the chosen genes. Our plan is to develop specific antibodies that bind to these genes and market them to biotech- and pharma-companies to treat chronic inflammatory diseases, such as cancer, diabetes and heart disease. We believe that our planned clinical studies will provide the needed therapeutic data to support our plan to develop these specific antibodies .

With proceeds from this Offering, we intend to conduct three separate clinical trials, which are detailed below.

1. Named “Using Measurements of mRNA and Elisa-based Cytokine/Protein Indices to Evaluate Pre- and Post- Diagnosis and Treatment Response of Patients with Urothelial Carcinoma of the Bladder,” this Institutional Review Boards (IRB) approved clinical study is anticipated to begin within the next six months and will continue for about one year after the admission of the first patient; this single arm study will admit 300 individuals who qualify. Machine learning (AI) statistical analysis will be used to analyze all clinical lab results and develop indices that assess the severity of the state of disease for each patient and also allow assessment of disease response to treatment.

   This study is a standard-of-care study with BCG immunotherapy, an approved FDA drug. Therefore, it is anticipated that evaluation and treatment of patients enrolled would be covered under existing medical and surgical insurance. The costs to evaluate the 300 patients with our mRNA technology and Elisa protein saliva and urine costs is expected to be approximately $180,000, to apply machine learning (AI) statistical costs are expected to be approximately $300,000 and to retain a Clinical Research Organization (CRO) is expected to be approximately $600,000. We expect that the total cost of this clinical study will be approximately $1,250,000.

2. We intend to initiate a clinical study with respect to preeclampsia (a persistent high blood pressure that develops during pregnancy or the postpartum period). The anticipated start date for this clinical study is the first quarter of 2024. Prior to commencing this clinical study, a clinical protocol must be written (we expect that one of our consultants, Marvin S. Hausman, M.D. will author the necessary protocol) and IRB approval obtained. This clinical study is for 100 patients, with anticipated expenses for controls, laboratory tests and a CRO to perform the study are expected to be at least $10,000 per patient. Machine learning AI statistical evaluation will be used to analyze all clinical lab results and develop indices that assess the severity of the state of disease for each patient and also allow assessment of disease response to treatment. In addition, machine learning (AI) statistical costs are expected to be approximately $300,000. We expect that the total cost of this clinical study will be approximately $1,750,000.

3. We intend to initiate a clinical study with respect to cardiovascular/heart diseases. The anticipated start date for this clinical study is the third quarter of 2023. Prior to commencing this clinical study, the partially completed protocol must be completed and submitted for IRB approval.

Currently, we are organizing cheek swab samples that have already been collected. The immediate goal is to isolate mRNA genetic samples and analyze them to identify inflammatory markers specific to cardiovascular diseases. The cost of collecting 300 samples is $300 per sample, or approximately $90,000. Prior to commencing this clinical study, a clinical protocol must be written (we expect that one of our consultants, Marvin S. Hausman, M.D. will author the necessary protocol) and IRB approval obtained. This clinical trial is for 100 patients, with anticipated expenses for controls, laboratory tests and a CRO to perform the study are expected to be at least $15,000 per patient. At a cost of approximately $300,000, machine learning (AI) statistical analysis will be used to analyze all clinical lab results and develop indices that assess the severity of the state of disease for each patient and also allow assessment of disease response to treatment. We expect that the total cost of this clinical study will be approximately $2,000,000.

We intend to deploy a direct-to-consumer marketing campaign, as well as a physician awareness program using continuous medical education on the area in which our product may be useful, i.e., inflammation. We intend to engage an outside medical education firm to assist in the production of such programs. We plan to hire a Chief Compliance Officer to lead and monitor such programs. In addition, we intend to retain outside parties to implement a company awareness that would serve to increase our company's visibility within its target markets, as well as within the investment community. Our management believes that building investor awareness of our company is an important aspect of any company that seeks to uplist its stock to a higher quality market, to benefit its shareholders.

As we expand our operations with proceeds from this Offering, it will be necessary to hire key personnel, including a Chief Marketing Officer, a Chief Financial Officer, a Chief Operating Officer and a Chief Compliance Officer, as well as ancillary support staff (e.g., warehouse, staff accountants, bookkeeper, marketing analyst, sales representatives, bio-analytics specialist).

Should we not be successful in selling all of the Offered Shares, we would be required to prioritize our expenditures. Our management has determined that expenditures for clinical trials and marketing would be the last expenditure items to be reduced. The remaining expenditure items would be adjusted by our management, in light of the circumstances existing at the time such decisions are to be made. Our expected use of net proceeds from this Offering represents our current intentions based upon our present plans and business condition. As of the date of this prospectus, we cannot predict with complete certainty all of the particular uses for the net proceeds to be received upon the completion of this Offering or the actual amounts that we will spend on the uses set forth above.

The amounts and timing of our actual expenditures will depend on numerous factors, including the progress of our business growth strategy and the scale achieved by our sales and marketing team, as well as the amount of cash used in our operations. We therefore cannot estimate with certainty the amount of net proceeds to be used for the purposes described above. We may find it necessary or advisable to use the net proceeds for other purposes, and we will have broad discretion in the application of the net proceeds.

DETERMINATION OF THE OFFERING PRICE

The Offered Shares covered by this prospectus at a price of $___[0.75-1.25] per share until our shares are either listed on a national securities exchange or quoted on the OTC Bulletin Board, OTCQX, or OTCQB, and thereafter at prevailing market prices or privately negotiated prices. In determining the public offering price of the Primary Offering shares, we considered several factors including:

- Our start up status;
- General economic conditions and political events;
- Prevailing market conditions, including the history and prospects for the industry in which we compete;
- Our future prospects; and
- Our capital structure.

Therefore, the public offering price of the Offered Shares does not necessarily bear any relationship to established valuation criteria and may not be indicative of prices that may prevail at any time or from time to time in the public market for our common stock. You cannot be sure that a public market for any of our securities will develop and continue or that the securities will ever trade at a price at or higher than the offering price in this Offering. Such offering price does not have any relationship to any established criteria of value, such as book value or earnings per share. Because we have no significant operating history, the price of our common stock is not based on past earnings, nor is the price of our common stock indicative of the current market value of the assets owned by us. No valuation or appraisal has been prepared for our business and potential business expansion. You cannot be sure that the trading price for our common stock will ever trade at a price at or higher than the offering price of the Offered Shares in this Offering.

DIVIDEND POLICY

We have not declared or paid any cash dividends on our capital stock since our inception. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Declaration or payment of dividends, if any, in the future, will be at the discretion of our board of directors and will depend on our then current financial condition, results of operations, capital requirements and other factors deemed relevant by the There are no contractual restrictions on our ability to declare or pay dividends. Consequently, you will only realize an economic gain on your investment in our common stock if the price appreciates. You should not purchase our common stock expecting to receive cash dividends. Since we do not anticipate paying dividends, and if we are not successful in establishing an orderly public trading market for our shares, then you may not have any manner to liquidate or receive any payment on your investment. Therefore, our failure to pay dividends may cause you to not see any return on your investment even if we are successful in our business operations. In addition, because we may not pay dividends in the foreseeable future, we may have trouble raising additional funds which could affect our ability to expand our business operations.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock is currently quoted on the OTC PINK tier of the OTC Markets under the symbol "LUDG." The market price of our common stock is subject to significant fluctuations in response to variations in our quarterly operating results, general trends in the market and other factors, over many of which we have little or no control. In addition, broad market fluctuations, as well as general economic, business and political conditions, may adversely affect the market for our common stock, regardless of our actual or projected performance.

The following table reflects the high and low closing price for our common stock for the periods indicated. The information was obtained from the OTC Markets Group, Inc. and reflects inter-dealer prices, without retail mark up, markdown or commission, and may not necessarily represent actual transactions.

Year Ending December 31, 2023	**High**	**Low**
June 30, 2023	$ 0.____	$ 0.____
March 31, 2023	$ 0.4196	$ 0.11

Year Ending December 31, 2022	**High**	**Low**
March 31, 2022	$ 0.026	$ 0.015
June 30, 2022	$ 0.026	$ 0.016
September 30, 2022	$ 0.188	$ 0.022
December 31, 2022	$ 0.45	$ 0.04

Year Ending December 31, 2021		
March 31, 2021	$ 0.662	$ 0.022
June 30, 2021	$ 0.090	$ 0.031
September 30, 2021	$ 0.040	$ 0.026
December 31, 2021	$ 0.037	$ 0.013

On July ___, 2023, the closing price of our common stock was $0.____.

Shareholders of Record

We have 582 shareholders of record of our common stock as of July ___, 2023.

FORWARD LOOKING STATEMENTS

Information included or incorporated by reference in this Prospectus may contain forward looking statements. This information may involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from the future results, performance or achievements expressed or implied by any forward-looking statements. Forward looking statements, which involve assumptions and describe our future plans, strategies and expectations, are generally identifiable by use of the words “may,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend” or “project” or the negative of these words or other variations on these words or comparable terminology.

This Prospectus contains forward looking statements, including statements regarding, among other things, (a) our projected sales and profitability, (b) our production and technology, (c) the regulation to which we are subject, (d) anticipated trends in our industry and (e) our needs for working capital. These statements may be found under “Management’s Discussion and Analysis or Plan of Operations” and “Business,” as well as in this Prospectus generally. Actual events or results may differ materially from those discussed in forward looking statements as a result of various factors, including, without limitation, the risks outlined under “Risk Factors” and matters described in this Prospectus generally. In light of these risks and uncertainties, there can be no assurance that the forward looking statements contained in this prospectus will in fact occur.

Except as otherwise required by applicable laws, we undertake no obligation to publicly update or revise any forward looking statements or the risk factors described in the prospectus, whether as a result of new information, future events, changed circumstances or any other reason after the date of this Prospectus.

DILUTION

Ownership Dilution

The information under “Investment Dilution” below does not take into account the potential conversion of the outstanding shares of Convertible Preferred Stock into a total of 700,000,000 shares of our common stock. The conversion of the Convertible Preferred Stock, which could occur at any time would cause holders of our common stock, including the Offered Shares, to incur significant dilution in their ownership of the Company. (See “*Risk Factors--Risks Related to a Purchase of the Offered Shares*,” “*Description of Securities--Convertible Preferred Stock*” and “*Security Ownership of Certain Beneficial Owners and Management*”).

In addition, should all of the Convertible Notes be converted by their respective holders into a total of up to ____[1,566,667-940,00] shares of our common stock, holders of our common stock, including the Offered Shares, could incur further dilution in their ownership of the Company. (See “*Risk Factors--Risks Related to a Purchase of the Offered Shares*,” “*Description of Securities--Convertible Promissory Notes*” and “*Security Ownership of Certain Beneficial Owners and Management*”).

Investment Dilution

Dilution in net tangible book value per share to purchasers of our common stock in this Offering represents the difference between the amount per share paid by purchasers of the Offered Shares in this Offering and the net tangible book value per share immediately after completion of this Offering. In this Offering, dilution is attributable primarily to our negative net tangible book value per share.

If you purchase Offered Shares in this Offering, your investment will be diluted to the extent of the difference between your purchase price per Offered Share and the net tangible book value of our common stock after this Offering. Our net tangible book value as of March 31, 2023, was $(1,255,596) (unaudited), or $(0.00) (unaudited) per share. Net tangible book value per share is equal to total assets minus the sum of total liabilities and intangible assets divided by the total number of shares outstanding.

The tables below illustrate the dilution to purchasers of Offered Shares in this Offering, on a pro forma basis, assuming 100%, 75%, 50% and 25% of the Offered Shares are sold at a per share price of $1.00, which represents the midpoint of the offering price range herein.

Percentage of Offered Shares Sold	**100%**	**75%**	**50%**	**25%**
Offering price per share	1.00	1.00	1.00	1.00
Net tangible book value per share as of March 31, 2023	(0.00)	(0.00)	(0.00)	(0.00)
Increase per share attributable to investors	0.04	0.07	0.10	0.13
Pro forma net tangible book value per share after offering	0.04	0.07	0.10	0.13
Dilution per share to investors	0.96	0.93	0.9	0.87

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of our operations together with our consolidated financial statements and the notes thereto appearing elsewhere in this Prospectus. This discussion contains forward-looking statements reflecting our current expectations, whose actual outcomes involve risks and uncertainties. Actual results and the timing of events may differ materially from those stated in or implied by these forward-looking statements due to a number of factors, including those discussed in the sections entitled "Risk Factors," "Cautionary Statement Regarding Forward Looking Statements" and elsewhere in this Prospectus. Please see the notes to our Financial Statements for information about our Critical Accounting Policies and Recently Issued Accounting Pronouncements.

Forward looking Statements

There are "forward looking statements" contained herein. All statements that express expectations, estimates, forecasts or projections are forward-looking statements. In addition, other written or oral statements which constitute forward-looking statements may be made by us or on our behalf. Words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," "project," "forecast," "may," "should," and variations of such words and similar expressions are intended to identify such forward looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in or suggested by such forward-looking statements. We undertake no obligation to update or revise any of the forward-looking statements after the date of this quarterly report to conform forward-looking statements to actual results. Important factors on which such statements are based are assumptions concerning uncertainties, including but not limited to, uncertainties associated with the following:

- Inadequate capital and barriers to raising the additional capital or to obtaining the financing needed to implement our business plans;
- Our failure to earn revenues or profits;
- Inadequate capital to continue business;
- Volatility or decline of our stock price;
- Potential fluctuation in quarterly results;
- Rapid and significant changes in markets;
- Litigation with or legal claims and allegations by outside parties; and
- Insufficient revenues to cover operating costs.

The following discussion should be read in conjunction with the financial statements and the notes thereto which are included in this quarterly report. This discussion contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ substantially from those anticipated in any forward-looking statements included in this discussion as a result of various factors.

Overview

We are an innovative technology and health related Company that is developing products that use mRNA-based genetic markers with the potential to measure the presence of inflammation, and, as a result, inflammatory driven diseases and monitor patient response to treatment. Advancements in medical technology have awarded us with cutting edge genetic tools, unheard of even a generation ago. These genetic tools have the potential to not only achieve early detection of diseases but also to support customized treatments that may improve patient outcomes. The Company is at the forefront of this new era of medicine with development of products that will embody our proprietary mRNA genomic technology that has the potential of detecting genetic biomarkers for inflammatory driven diseases, including, but not limited to, heart disease, diabetes, preeclampsia, cancer and "long COVID".

Our subsidiary, Precision Genomics, Inc., has developed medical machine learning, artificial intelligence ("AI") technology that uses measurements of mRNA genetic biomarkers to potentially predict the presence of inflammation, and, as a result, inflammatory driven diseases and monitor patient response to treatment. Precision Genomics' proprietary technology uses unique mRNA language to capture a snapshot of disease and the body's response to treatment. This genomic technology is applicable to chronic inflammatory driven diseases, including, but not limited to, cancer, heart disease, diabetes, preeclampsia and "long COVID".

Effects of COVID 19 on The Company

The COVID-19 pandemic did not have a discernable negative impact on the Company, due to our lack of capital with which we operate. Overall, the Company is not of a size that required us to implement "companywide" policies in response to the COVID-19 pandemic.

Current Financial Condition Summary

We have not yet derived revenues from our operations.

We had a net loss of $975,829 (unaudited) for the three months ended March 31, 2023. Additionally, we had net cash used in operating activities of $297,885 (unaudited) for the three months ended March 31, 2023. At March 31, 2023, we had a working capital deficit of $1,255,596 (unaudited), an accumulated deficit of $2,761,761 (unaudited) and a stockholders' deficit of $1,255,596 (unaudited), which could have a material impact on our ability to obtain needed capital.

Results of Operations

Three Months Ended March 31, 2023, compared to the Three Months Ended March 31, 2022. For the three months ended March 31, 2023 and 2022, we had no revenue, respectively. We expect that revenues from sales of our planned products will begin during the third quarter of 2023.

Operating Expenses. Total operating expenses for the three months ended March 31, 2023 and 2022, were $820,520 (unaudited) and $928 (unaudited), respectively. Included in operating expenses for the three months ended March 31, 2023, are $4410,504 (unaudited) of general and administrative expenses and $410,016 (unaudited) of research and development expenses.

The increase in operating expenses during the three months ended March 31, 2023, was primarily due to a significant increase in our activities relating to our planned products, including the payment of product study expenses, as well as the payment of monthly fees to our key consultants and fees for professional services, including accounting and legal.

Research and Development Expenses. Total research and development ("R&D") expenses for the three months ended March 31, 2023, was $410,016 (unaudited), as compared to $0 (unaudited) for the three months ended March 31, 2022. R&D consisted primarily of the expensing of 1,000,000 shares of common stock, having a fair value of $370,000 related to the acquisition of a licensing agreement. The Company initially believed this license was going to be the basis for future research and development activities. However, shortly after the acquisition of the license, the Company determined that it would not pursue the commercialization of any products under this agreement.

General and Administrative Expenses. The increase of $410,504 (unaudited) in general and administrative expenses for the three months ended March 31, 2023, as compared to $928 (unaudited) for the three months ended March 31, 2022, was primarily due to the significant increase in our activities relating to our planned products, including the payment of product study expenses, as well as the payment of monthly fees to our key consultants and fees for professional services, including accounting and legal. Should we be able to obtain capital in this offering or otherwise, as we continue to expand our business activities, we expect that our general and administrative expenses for all of 2023 will be in excess of those incurred during prior periods.

Other Income/Expense. Total other expense for the three months ended March 31, 2023 and 2022, were $155,309 (unaudited) and $86,574 (unaudited), respectively. The increase in total other expense during the three months ended March 31, 2023, was primarily due to a significant increase in amortization of debt discount associated with our obtaining loans convertible into shares of our common stock.

Amortization of Debt Discount. Due to our obtaining $830,000 in convertible debt during the last half of 2022, for the three months ended March 31, 2023, we incurred amortization of debt discount expense of $152,737 (unaudited), which represented a significant increase from the $83,764 (unaudited) in amortization of debt discount expense incurred for the three months ended March 31, 2022. We are unable to predict with any certainty our amortization of debt discount expense for all of 2023.

Interest Expense. Our interest expense for the three months ended March 31, 2023, was slightly lower than for the three months ended March 31, 2022, $2,572 (unaudited) versus $2,810 (unaudited). We anticipate that our interest expense for all of 2023 will be higher, but are unable to make any prediction in this regard.

Net Loss. We incurred a net loss of $975,829 (unaudited) for the three months ended March 31, 2023, as compared to a net loss of $87,502 (unaudited) for the three months ended March 31, 2022. The increase in net loss for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022, was primarily due to an increase of $819,592 (unaudited) in operating expenses and an increase of $68,973 (unaudited) in amortization of debt discount. Should we be able to obtain capital in this offering or otherwise, as we continue to expand our business activities, we expect that our operating expenses for all of 2023 will be in excess of those incurred during prior periods. However, we are unable to predict our actual operating expenses for all of 2023, due to the uncertainty surrounding our ability to obtain capital.

Year Ended December 31, 2022, compared to the Year Ended December 31, 2021. For the years ended December 31, 2022 and 2021, we had no revenue, respectively. We expect that revenues from sales of our planned products will begin during the third quarter of 2023.

Operating Expenses. Total operating expenses for the years ended December 31, 2022 and 2021, were $560,505 and $45,723, respectively. The increase in operating expenses during the year ended December 31, 2022, was primarily due to a significant increase in our activities relating to our planned products, including the payment of product study expenses, as well as the payment of monthly fees to our key consultants and fees for professional services, including accounting and legal.

General and Administrative Expenses. The increase of $401,537 in general and administrative expenses for the year ended December 31, 2022, as compared to the year ended December 31, 2021, was primarily due to the significant increase in our activities relating to our planned products, including the payment of product study expenses, as well as the payment of monthly fees to our key consultants and fees for professional services, including accounting and legal. Should we be able to obtain capital in this offering or otherwise, as we continue to expand our business activities, we expect that our general and administrative expenses for all of 2023 will be in excess of those incurred during the year ended December 31, 2022.

Research and Development. The $113,245 in research and development expenses for the year ended December 31, 2022, were incurred due to our determining to make expenditures in the development of our planned products, including the payment of product study-relate expenses. While we expect to continue to incur research and development expenses, we are unable to predict the level of such expenditures, due to the uncertainty of the level of funding that will be available to us.

Other Income/Expense. Total other expense for the years ended December 31, 2022 and 2021, were $404,645 and $91,744, respectively. The increase in total other expense during the year ended December 31, 2022, was primarily due to a significant increase in amortization of debt discount associated with our obtaining loans convertible into shares of our common stock.

Amortization of Debt Discount. Due to our obtaining $830,000 in convertible debt during the year ended December 31, 2022, we incurred amortization of debt discount expense of $435,052, which represented a significant increase from the $79,792 in amortization of debt discount expense incurred for the year ended December 31, 2021. We are unable to predict with any certainty our amortization of debt discount expense for all of 2023.

Interest Expense. While interest expense for the year ended December 31, 2022, was only slightly higher than for the year ended December 31, 2021, $14,068 versus $11,952, we anticipate that our interest expense for all of 2023 will be higher, but are unable to make any prediction in this regard.

Gain on Debt Extinguishment. For the year ended December 31, 2022, we experienced a $44,475 gain on debt extinguishment. We had no such event during the year ended December 31, 2021.

Net Loss. We incurred a net loss of $965,150- for the year ended December 31, 2022, as compared to a net loss of $137,467 for the year ended December 31, 2021. The increase in net loss for the year ended December 31, 2022, as compared to the year ended December 31, 2021, was primarily due to an increase of $514,782 in operating expenses and an increase of $355,260 in amortization of debt discount. Should we be able to obtain capital in this offering or otherwise, as we continue to expand our business activities, we expect that our operating expenses for all of 2023 will be in excess of those incurred during the year ended December 31, 2022. However, we are unable to predict our actual operating expenses for all of 2023, due to the uncertainty surrounding our ability to obtain capital.

Liquidity and Capital Resources

March 31, 2023. At March 31, 2023, we had $288,310 (unaudited) in cash and a working capital deficit of $1,255,596 (unaudited), compared to $516,195 in cash and a working capital deficit of $826,167 at December 31, 2022. The Company has sufficient working capital to fund current operating expenses at least through the third quarter of 2023. To the extent the Company requires additional funds beyond the third quarter of 2023 and more than 12 months from the date hereof, we will need to obtain additional debt or equity-based capital from third parties, including in this Offering, to implement our full business plans. There is no assurance that we will be successful in obtaining such additional capital.

December 31, 2022. At December 31, 2022, the Company had $516,195 in cash and a working capital deficit of $826,167, compared to $125,000 in cash and a working capital deficit of $57,717 at December 31, 2021. The Company has sufficient working capital to fund current operating expenses at least through the second quarter of 2023. To the extent the Company requires additional funds beyond the second quarter of 2023 and more than 12 months from the date hereof, we will need to obtain additional debt or equity-based capital from third parties, including in this Offering, to implement our full business plans. There is no assurance that we will be successful in obtaining such additional capital.

Cash Flows

Three Months Ended March 31, 2023 and 2022.

Net Cash Used in Operating Activities. Net cash used in operating activities was $297,885 (unaudited) during the three months ended March 31, 2023, compared to $929 (unaudited) used during the three months ended March 31, 2022. This increase in the use of cash is primarily attributable to our significant increase in business activity during the 2023 period.

Net Cash Used in Investing Activities. Net cash used in investing activities was $-0- (unaudited) during the three months ended March 31, 2023, compared to $-0- (unaudited) during the three months ended March 31, 2022.

Net Cash Provided by Financing Activities. Net cash provided by financing activities was $70,000 (unaudited)of net cash during the three months ended March 31, 2023, as compared to $75,000 (unaudited) provided during the three months ended March 31, 2022. All of the cash provided by financing activities was proceeds from convertible promissory notes issued.

Subsequent to March 31, 2023, $692,857 in principal amount of outstanding convertible notes were paid by the issuance of a total of 6,298,703 shares of our common stock at a conversion price of $0.11 per share.

Years Ended December 31, 2022 and 2021.

Net Cash Used in Operating Activities. Net cash used in operating activities was $444,805 during the year ended December 31, 2022, compared to $45,723 used during the year ended December 31, 2021. This increase in the use of cash is primarily attributable to our significant increase in business activity during 2022.

Net Cash Used in Investing Activities. Net cash used in investing activities was $-0- during the year ended December 31, 2022, compared to $-0- during the year ended December 31, 2021.

Net Cash Provided by Financing Activities. Net cash provided by financing activities was $836,000 of net cash during the year ended December 31, 2022, as compared to $166,500 provided during the year ended December 31, 2021. All of the cash provided by financing activities was proceeds from convertible promissory notes issued.

Convertible Promissory Notes

The table below sets forth information with respect to the Convertible Notes as of the date of this Prospectus. None of the Convertible Notes contains restrictive covenants with respect to the conduct of our business. In addition to the terms set forth in the table below, each of the Convertible Notes (a) may be prepaid by the Company at any time without penalty, (b) would be in default should the Company (i) fail to make any required payment when due, following a five-day cure period, or (ii) file for bankruptcy protection, (iii) become the subject of an involuntary bankruptcy proceeding and such proceeding shall not have been dismissed within 30 days or (iv) there shall have been appointed a receiver of the Company and such appointment shall remain beyond 120 days, (c) require the Company to register the shares of common stock underlying the Convertible Notes in the Registration Statement of which this Prospectus forms a part, and (d) no conversion of a Convertible Note shall be permitted should any such conversion cause the converting holder’s ownership of Company common stock to exceed 4.99%.

Description of Terms		Principal Balance as of the Date of this Prospectus
Issue Date, February 7, 2021: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share.	$	150,000
Issue Date, November 4, 2021: $250,000 original principal amount, with $125,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share.	$	250,000
Issue Date, October 1, 2022: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable October 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	150,000
Issue Date, November 1, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Issue Date, September 1, 2022: $60,000 original principal amount, with $30,000 of original issue discount (OID), issued to Steven J. Preiss; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	60,000
Issue Date, August 30, 2022: $50,000 original principal amount, with $25,000 of original issue discount (OID), issued to Michael Magliochetti, Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	50,000
Issue Date, August 30, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Michael Magliochetti, Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Issue Date, August 31, 2022: $80,000 original principal amount, with $40,000 of original issue discount (OID), issued to Christopher Wald; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	80,000
Issue Date, January 16, 2023: $100,000 original principal amount, with $30,000 of original issue discount (OID), issued to William R. Yahner, Jr.; payable January 16, 2024; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Total	**$**	**1,040,000.00**

Going Concern

The consolidated financial statements included with this Prospectus have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As reflected in the financial statements, we had a working capital deficit of $826,167 at December 31, 2022, and had a net loss of $975,829 (unaudited) for the three months ended March 31, 2023, which raises substantial doubt as to the Company's ability to continue as a going concern for a period of one year from the issuance of the financial statements.

Off Balance Sheet Arrangements

At March 31, 2023, we did not have any off balance sheet arrangements that we believe have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors.

Critical Accounting Policies

Our accounting policies are more fully described in our financial statements, beginning on page F-1. The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on our best knowledge of current and anticipated events, actual results could differ from the estimates.

We have identified the following accounting policies as those that require significant judgments, assumptions and estimates and that have a significant impact on our financial condition and results of operations. These policies are considered critical because they may result in fluctuations in our reported results from period to period, due to the significant judgments, estimates and assumptions about complex and inherently uncertain matters and because the use of different judgments, assumptions or estimates could have a material impact on our financial condition or results of operations. We evaluate our critical accounting estimates and judgments required by our policies on an ongoing basis and update them as appropriate based on changing conditions.

Fair Value of Financial Instruments. The Company accounts for financial instruments under Financial Accounting Standards Board ("FASB") ASC 820, Fair Value Measurements. ASC 820 provides a framework for measuring fair value and requires disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, based on the Company's principal or, in absence of a principal, most advantageous market for the specific asset or liability.

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs, when determining fair value.

The three tiers are defined as follows:

- Level 1 – Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 – Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3 – Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions.

The determination of fair value and the assessment of a measurement's placement within the hierarchy requires judgment. Level 3 valuations often involve a higher degree of judgment and complexity. Level 3 valuations may require the use of various cost, market, or income valuation methodologies applied to unobservable management estimates and assumptions. Management's assumptions could vary depending on the asset or liability valued and the valuation method used. Such assumptions could include estimates of prices, earnings, costs, actions of market participants, market factors, or the weighting of various valuation methods. The Company may also engage external advisors to assist us in determining fair value, as appropriate.

Derivative Liabilities. The Company analyzes all financial instruments with features of both liabilities and equity under FASB ASC Topic No. 480, ("ASC 480"), *"Distinguishing Liabilities from Equity"* and FASB ASC Topic No. 815, ("ASC 815") *"Derivatives and Hedging"*. Derivative liabilities are adjusted to reflect fair value at each reporting period, with any increase or decrease in the fair value recorded in the results of operations (other income/expense) as change in fair value of derivative liabilities. The Company uses a binomial pricing model to determine fair value of these instruments.

Beneficial Conversion Features. For instruments that are not considered liabilities under ASC 480 or ASC 815, the Company applies ASC 470-20 to convertible securities with beneficial conversion features that must be settled in stock. ASC 470-20 requires that the beneficial conversion feature be valued at the commitment date as the difference between the effective conversion price and the fair market value of the common stock (whereby the conversion price is lower than the fair market value) into which the security is convertible, multiplied by the number of shares into which the security is convertible limited to the amount of the loan. This amount is recorded as a debt discount and amortized to interest expense in the Consolidated Statements of Operations.

Debt Discount. For certain notes issued, the Company may provide the debt holder with an original issue discount. The original issue discount is recorded as a debt discount, reducing the face amount of the note, and is amortized to interest expense over the life of the debt, in the Consolidated Statements of Operations.

Research and Development. The Company accounts for research and development costs in accordance with ASC subtopic 730-10, Research and Development ("ASC 730-10").

Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved as defined under the applicable agreement. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred.

Stock-based Compensation. The Company accounts for our stock-based compensation under ASC 718 "Compensation – Stock Compensation" using the fair value-based method. Under this method, compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. This guidance establishes standards for the accounting for transactions in which an entity exchanges it equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments.

The Company uses the fair value method for equity instruments granted to non-employees and use the Black-Scholes model for measuring the fair value of options.

The fair value of stock-based compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the vesting periods.

When determining fair value, the Company considers the following assumptions in the Black-Scholes model:

- Exercise price,
- Expected dividends,
- Expected volatility,
- Risk-free interest rate; and
- Expected life of option

Recent Accounting Standards. Changes to accounting principles are established by the FASB in the form of Accounting Standards Updates ("ASU's") to the FASB's Codification. We consider the applicability and impact of all ASU's on our financial position, results of operations, stockholders' deficit, cash flows, or presentation thereof. Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates ("ASU") through the date these financial statements were available to be issued and found the following recent accounting pronouncements issued, but not yet effective accounting pronouncements, are not expected to have a material impact on the financial statements of the Company.

In August 2020, FASB issued ASU 2020-06, Accounting for Convertible Instruments and Contracts in an Entity; Own Equity ("ASU 2020-06"), as part of its overall simplification initiative to reduce costs and complexity of applying accounting standards while maintaining or improving the usefulness of the information provided to users of financial statements. Among other changes, the new guidance removes from GAAP separation models for convertible debt that require the convertible debt to be separated into a debt and equity component, unless the conversion feature is required to be bifurcated and accounted for as a derivative or the debt is issued at a substantial premium. As a result, after adopting the guidance, entities will no longer separately present such embedded conversion features in equity and will instead account for the convertible debt wholly as debt. The new guidance also requires use of the "if-converted" method when calculating the dilutive impact of convertible debt on earnings per share, which is consistent with the Company's current accounting treatment under the current guidance. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2023, and interim periods within those fiscal years, with early adoption permitted, but only at the beginning of the fiscal year.

We do not expect the adoption of this pronouncement will have a material effect on the Company's financial statements.

BUSINESS

Background

The Company was originally organized as a Kentucky corporation on February 11, 1988, as Ludwig Enterprises, Inc. On February 8, 2006, we formed a wholly owned subsidiary, Ludwig Enterprises, Inc., a Nevada corporation. On March 28, 2006, Ludwig Enterprises, Inc., the Kentucky corporation, merged with and into Ludwig Enterprises, Inc., the Nevada corporation, with the Company, Ludwig Enterprises, Inc., the Nevada corporation, being the surviving entity.

During the history of the Company, it has, variously, been involved in the radio paging industry and the broadcasting industry as it relates to "specialized programming" utilizing surplus spectra existing on existing FCC-licensed spectrum. In April 2019, the Company acquired Direct Mortgage Investors, Inc. ("DMI"), a residential mortgage broker. However, due to ongoing disputes between the former owner of DMI and his then-wife, this acquisition was rescinded in September 2021, and the parties returned to status quo ante.

Shortly after the DMI rescission transaction, our management became aware of the potential an mRNA-based business model could provide our company and investigated the opportunity for our company. It was in late 2021 that our mRNA-based business plan gained clarity, after our then-management had learned of its specific potential. At that time, our then-management determined to take initial steps towards achieving our current objectives. Beginning in early 2022, the Company has actively pursued our business plan, putting into action our strategies, including the conceiving and development of our first products. To that end, in the second quarter of 2022, we formed mRNAforLife, Inc. as a wholly owned subsidiary to operate our supplements business, and, in the third quarter of 2022, we formed Precision Genomics, Inc. as a wholly owned subsidiary to operate the business surrounding our testing kits and any future related products.

Our principal executive offices, and those of our subsidiaries, are located at 1749 Victorian Avenue, #C-350, Sparks, Nevada 89431. Our phone number is (786) 235-9026. Our corporate website is located at www.ludwigent.com. Information on our website is not part of this prospectus.

Our Focus

We are an innovative genomic technology and health related Company that is developing products that use inflammatory genetic markers to potentially assess the occurrence of inflammation, and, as a result, inflammation related diseases and monitor treatment responses. Advancements in genomic technology have awarded us with cutting edge genetic tools, unheard of even a generation ago. These genetic tools, coupled with our proprietary mRNA technology, have the potential to achieve early detection of inflammatory driven diseases, and support customized treatments that may improve patient outcomes.

The immune system and inflammatory processes are involved in not just a few select disorders, but a wide variety of physical health problems that dominate the occurrences of many diseases and worldwide morbidity and mortality. Chronic inflammatory diseases have been recognized as the most significant cause of death in the world today, with more than 50% of all deaths being attributable to inflammation-related diseases, according to [Furman D, et al. Chronic inflammation in the Etiology of Disease Across The Life Span. Nat Med. 2019 Dec; 25(12): 1822–1832.]

These diseases include but are not limited to heart disease, stroke, cancer, diabetes mellitus, arthritis, autoimmune and neurodegenerative disorders. Furthermore, chronic inflammation has also been linked to mental issues such as depression, according to a study published at the Am J. Psychiatry journal (Frank P, et al. *Association Between Systemic Inflammation and Individual Symptoms of Depression: A Pooled Analysis of 15 Population-Based Cohort Studies*. *Am J Psychiatry*. Published online October 14, 2021. doi: 10.1176/appi.ajp.2021.20121776). The risk of developing chronic inflammation may be traced back to early development, and its effects can persist throughout the life span to affect adulthood health and the risk of mortality. With this perspective, the Company's genomic technology intends to offer promising avenues for future research and medical care intervention.

Through our subsidiary, Precision Genomics, Inc., we have developed proprietary medical machine learning artificial intelligence ("AI") technology that uses mRNA inflammatory language to potentially capture an inflammatory snapshot of disease and the body's response to treatment.

Recent Developments

OTCQB Application. In a January 12, 2023, press release, we announced our intention to apply to OTC Markets for listing on its OTCQB market platform. Such application has been prepared and will be submitted shortly after the effective date of the Registration Statement of which this Prospectus forms a part.

Sales and Marketing Consulting Agreement. In a February 14, 2023, press release, we announced that we had entered into a sales and marketing consulting agreement with The Fannon Group. Such agreement remains in effect and, assuming we are able to obtain needed funding, including in this offering, The Fannon Group will provide its sales and marketing services on our behalf.

Program to Support Ketamine Clinics. In a March 7, 2023, press release, we announced that we had entered into an agreement with Dr. Kim Farahay and Dr. Jeff Lee to provide them with our products for use in their Ketamine-centered treatment of patients with Treatment Resistant Depression. At such time as we begin to produce our products, we will begin to execute sales under this agreement.

New Partnerships. In a March 16, 2023, press release, we announced that we had entered into early-stage discussions with a foreign developer of nutraceutical products and with an organization to conduct a diabetes clinical study using our company's products. These discussions are currently ongoing and are expected to remain in an "early-stage," until such time as we possess sufficient capital with which to support more substantial involvement by our company.

Cross-Listing on Canadian Stock Exchange. In press releases on March 21, 2023, and March 23, 2023, we announced our intention to cross-list onto the Canadian Stock Exchange and our entering into a consulting agreement with Ontario, Canada-based Summit Bancorp related to such efforts. Our stated intentions with respect to such cross-listing onto the Canadian Stock Exchange continue to be a part of our overall strategy of enhancing shareholder liquidity. In light of current stock market conditions, we have not established a specific time for pursuing such cross-listing.

Plans Within Hair Loss Market. In a May 3, 2023, press release, we announced our plan to launch a new nutraceutical product in the hair loss market and to expand our direct to consumer and direct to professional sales and marketing strategies to include individuals facing hair loss associated with inflammation. At such time in the future as we possess sufficient capital, of which there is no assurance, we intend to complete the formulation and testing of this planned product. However, we are unable to make any prediction as to when we would be able to complete such efforts.

Genomic-Related Patent Addition. In a May 9, 2023, press release, we announced that recently analyzed genomic mRNA data revealed differentially expressed genes when comparing tissue from patients with bladder, breast, and colon cancer, which data has been added to a provisional patent previously filed on September 20, 2022. Described in the patent application is our mRNA Inflammatory Index™ microarray technology, which measures 48 different cytokine and chemokine biomarkers of inflammation within noninvasively obtained patient cheek cells.

What is mRNA?

First, Ribonucleic acid ("RNA"), is a nucleic acid present in all living cells that has structural similarities to deoxyribonucleic acid ("DNA"). Unlike DNA, however, RNA is most often single stranded. An RNA molecule has a backbone made of alternating phosphate groups and the sugar ribose, rather than the deoxyribose found in DNA.

Next, mRNA, or messenger RNA, is, in simple terms, a type of RNA found in cells. mRNA molecules carry the genetic language and information from DNA that is needed to make proteins. They carry the information from the DNA in the nucleus of the cell to the cytoplasm where the proteins are made.

Precision Genomics Philosophy

We believe the future of healthcare will focus on personalized medicine that is preventative, rather than reactive, and we can be at the front of this revolution. We are of the opinion, and believe that many others share our sentiment, that the healthcare system, as it is currently structured, can be improved. The practice of healthcare is often reactive rather than preventative. This means that, in many instances, the detection and/or identification of diseases does not occur until they have already caused a certain amount of damage. This results in higher financial costs overall as well as a lower quality of life for people. We believe that healthcare does not have to remain this way. With precision medicine, of which we want our mRNA genetic indexing and supplementation program to be a part, diseases may be detected early and before they cause irreparable damage.

Recent research has revealed that inflammation plays a key role in many diseases and that reducing it can even prevent heart attacks and strokes, among other diseases. In a truly landmark study called the "CANTOS Trial", anti-inflammatory therapy, in people who had a prior heart attack, was shown to reduce their likelihood of subsequent heart attacks or strokes by 15 percent. It also decreased the need for major interventions such as angioplasty and bypass surgery by 30 percent, proving that addressing inflammation to prevent heart disease is essential.

The objective of the Precision Genomics program is to measure key mRNA genes that are involved in the production of inflammatory molecules, called cytokines and chemokines, that cause chronic tissue damage, such as those produced in heart attacks, strokes and inflammation related diseases. If caught early enough, appropriate anti-inflammatory treatment can be employed in an attempt to ward off the chronic process before it causes irreparable damage.

Chronic inflammation does not produce symptoms — and most people are not regularly screened for inflammation.

Products

Our products include our proprietary My RNA for Life Home Test Kits and My RNA for Life™ Genetic Centric Supplement.

My RNA for Life Home Test Kits

Our test kits use mRNA genetic indices to measure the expression of cytokines and chemokines, which are small proteins that create cellular signals. Increases and decreases in gene expression levels of pro-inflammatory cytokines and chemokines may be found in patients with active or inactive chronic disease conditions. The combination of mRNA genetic expression and machine learning AI could, we believe, with a certain degree of accuracy, identify individuals with the potential to develop chronic inflammatory diseases, such as cancer and heart disease. Through mRNA indices, we have the potential to obtain a personalized inflammatory score, which is like snapshot or signature, which may have the predictive power to diagnose chronic disease development, which further may provide us with the ability to evaluate treatment response. One example of treatment response is to evaluate patient outcomes to different anti-cancer therapies.

To better understand the relationship between genomic data and patient phenotype and clinical diagnosis the Company has developed, internally, a variety of statistical and data analysis approaches, all centering around a combined representation of machine learning and clustering methodology. We will examine the efficacy of three types of models:

1. A model using the biomarker embedding alone.
2. A model using the biomarker embedding in addition to patient demographic information.
3. A model using the biomarker embedding, patient demographic information, and relevant data extracted from the medical record.

Once individuals test over a certain period of time, we intend to illustrate via the snapshot index or picture how that individual's health may have changed, whether it is an improvement or worsening of their health by showing the changes in their levels of mRNA genes. We believe our approach will be unique as it is tailored to the individuality of each patient. For instance, we intend to personalize each patient's care based on their specific needs as determined by our mRNA indexing. We believe the benefits of our approach can potentially lead to earlier detection of inflammation that could lead to chronic disease development, which can improve patient outcomes, and hopefully lower individual healthcare costs.

Machine Learning (AI). In a general sense, machine learning (ML; often used interchangeably with the term "Artificial Intelligence", or AI) is a set of computational approaches wherein an algorithm is used to learn characteristics of some data set or group together entities in the data based on common characteristics. Machine learning has three main subfields: supervised, unsupervised, and reinforcement learning. In the present set of studies we mainly concern ourselves with supervised and unsupervised machine learning. In the former, labeled data are used to learn important predictive characteristics for some response variable. For example, one might have a set of measurements for a collection of three types of iris flowers. Using supervised methods, one could build a model to predict the species of previously unseen iris flowers based on their own measurements. Unsupervised machine learning is slightly different. Here, we don't have labels, but use observed characteristics (or features) of entities to cluster together into groups. Ideally, the groupings that result are associated with some latent shared labels (i.e., without using iris species labels we could cluster them based on their measurements and would likely find that flowers of the same species naturally land in the same group).

In the present work we will use a combination of the above methods, but our main proposal is to use the output of our inflammatory biomarker panel, along with patient metadata and clinical notes, in conjunction with a set of algorithms called autoencoders (AEs), to learn a lower-dimensional embedding that lends itself to predicting disease state of patients. On their own, autoencoders are systems that learn something called the identity function—that is, their job is to, given some input, produce the same output. By imposing certain constraints on how this process is carried out, we're able to use these tools to do far more interesting tasks. For example, if we introduce some complexity penalty onto how it learns the identity function, we force the algorithm to make an accuracy/complexity tradeoff, effectively teaching it how to compress data while minimizing loss of information. Here, we impose an additional constraint on the system: given some labeled data (e.g., disease category and disease state), learn a lower dimensional embedding that compresses the data and minimizes information loss, but also does so in such a way that the lower-dimensional representation lends itself to clustering similar patients.

In order to take the above-described approach, we'll need a significant amount of data. While this is being collected, we will analyze all patient samples using standard approaches out of the frequentist statistical literature—linear models corrected for multiple comparisons. This approach allows us to give feedback to patients on disease state, when relevant, but also confirm that there is relevant signal in the data we're collecting before attempting to derive our new AE-based approach.

My RNA for Life™ Genetic Centric Supplement

Once a personalized inflammatory mRNA signature is obtained, our My RNA for Life™ Genetic Centric Supplement is made with specific ingredients that have anti-inflammatory properties that may be able to modulate a person's previously measured inflammatory index or even potentially control further inflammatory reactions and continued disease development. Through multiple tests over a certain period of time, individuals can obtain a snapshot picture of possible changes in their health. Our supplement is specifically formulated to target mRNA-associated inflammatory biomarkers with the potential to modulate their expression.

Our supplement contains 20 Ingredients: Alpha Lipoic Acid; N-acetyl cysteine; Zinc picolinate; Coenzyme Q10; Glutathione; Vitamin A; Vitamin C; Vitamin D; Vitamin E; Quercetin dihydrate; Alpha-GPC Choline; Boron Citrate; Resveratrol; Magnesium diglycinate; Curcumin; Folic Acid; Niacin; Riboflavin; Thiamin; Selenium.

These 20 ingredients were selected on the basis of their anti-inflammatory capacity. The focus of the formula of ingredients is the potential modulation and/or reduction of the inflammatory genetic markers associated with chronic disease. Scientific articles in peer reviewed journals were reviewed on each of the compounds in the formula to establish data showing specific activity on mRNA biomarkers. For example: N-acetyl cysteine; Scientific Articles:

Science Related Genetic Application: reduced cytokines TNF-α and NF-κB, IFN-γ, and IL-6 expression in LPS- induced cells in the pig small intestine (Lee, 2019)

a. Mokhtari et al. A Review on Various Uses of N-Acetyl Cysteine. 2017; Cell Journal, Vol 19, No 1, 11-17.
b. Salamon, S. et al. Medical and Dietary Uses of N-Acetylcysteine. 2019 Antioxidants, 8, 111.
c. Lee, SI and Kang, KS. 2019 N-acetylcysteine modulates lipopolysaccharide-induced intestinal dysfunction. Sci. Rep. 30:9(1):1004.
d. Liao, CY et al. Protective effect of N-acetylcysteine on progression to end-stage renal disease: Necessity for prospective clinical trial. 2019. Europ. J. Int. Med. 44,67-73.
e. Repine, JE et al. Oxidative Stress in Chronic Obstructive Pulmonary Disease (The Oxidative Stress Study Group). 1997. Am J Respir Crit Care Med Vol. 156. pp. 341–357.

The role that nutritional components, in particular vitamins and minerals, play in the modulation of mRNA profiles, and consequently health and disease, is increasingly being investigated, and as such it is a timely subject for review and study.

Dietary Supplement Formula License

In December 2022, we entered into a license agreement with Xikoz, Inc., with respect to a dietary supplement that we plan to further develop and market. The license obtained from Xikoz is perpetual and exclusive as to the manufacture and marketing of a dietary supplement formulation known as "FlamaBlue." In consideration of such license, we issued 1,000,000 shares of our common stock to Xikoz and are obligated to pay a per-bottle-sold royalty equal to $0.10. Under the license agreement, there is no minimum royalty due, nor any further payments due upon our achievement of defined milestones. There are no termination provisions in the license agreement.

After entering into the FlamaBlue license agreement, we decided to rename the product "NuGenea" and to improve the product by using a delayed release capsule formulation that resists dissolution in the acid environment of the stomach. Enteric coating is a polymer applied to oral medication. It serves as a barrier to prevent the gastric acids in the stomach from dissolving or degrading drugs after you swallow them. NuGenea features enteric coated delay release (vegetable-based) capsules, whereas FlamaBlue is manufactured with non-coated (animal-based) gelatin; NuGenea's label stated 5 mg of Magnesium Bis Glycinate, whereas FlamaBlue's label states 25 mg of Magnesium Bis Blycinate; and NuGenea's label states 25 mg of Turmeric 95% extract, whereas FlamaBlue's label does not show Turmeric.

Current Research Study

In December 2022, we received Institutional Review Board ("IRB") approval of our study titled "Using Measurements of mRNA and ELISA-based Cytokine/Protein Indices to Evaluate Pre- and Post- Diagnosis and Treatment Response of Patients with Urothelial Carcinoma of the Bladder." IRB approval is an important step in conducting a research study.

The IRB approved study is titled "Using Measurements of mRNA and Elisa-based Cytokine/Protein Indices to Evaluate Pre- and Post- Diagnosis and Treatment Response of Patients with Urothelial Carcinoma of the Bladder":

- The study is anticipated to begin within the next 6 months and will continue for about 1 year after admitting the first patient.
- This single arm study will admit 300 individuals who qualify.
- Observational Study Aims and Methodology:
- There are no specified primary and secondary treatment endpoints.

The objective of this study is to develop a computational risk model using mRNA and Elisa-based protein cellular biomarkers collected from bladder cancer patients who will undergo BCG immunotherapy as part of standard of care. Delivery of BCG intravesical immunotherapy is not an observational study procedure.

Elisa-based protein cellular biomarkers and Elisa technology: the enzyme linked immunosorbent assay ELISA is a powerful method for detecting and quantifying a specific protein in a complex mixture. Originally described by Engvall and Perlmann (1971), the method enables analysis of protein samples immobilized in microplate wells using specific antibodies. ELISA is the main approach for the sensitive quantification of protein biomarkers in body fluids and is currently employed in clinical laboratories for the measurement of clinical markers. As such, it also constitutes the main methodological approach for biomarker validation and further qualification.

ELISAs are typically performed in 96-well or 384-well polystyrene plates, which passively bind antibodies and proteins. It is this binding and immobilization of reagents that makes ELISAs easy to design and perform. Having the reactants of the ELISA immobilized to the microplate surface makes it easy to separate bound from non-bound material during the assay. This ability to use high-affinity antibodies and wash away non-specific bound materials makes ELISA a powerful tool for measuring specific analytes within a crude preparation.

Computational models in medicine are a new development and are used to create a personalized patient specific model to provide a patient with optimal diagnosis and treatment. As the amount of diagnostic data increases, paralleled by the greater capacity to personalize treatment, the difficulty of using the full array of measurements of a patient to determine an optimal treatment seems also to be paradoxically increasing. Computational models are progressively addressing this issue by providing a common framework for integrating multiple data sets from individual patients. In the Ludwig clinical strategy, we will be using 48 mRNA based inflammatory genes called cytokines and chemokines plus other protein inflammatory biomarkers to obtain a computational diagnostic score relative a specify chronic inflammatory disease, such as bladder cancer, heart disease and preeclampsia, to name a few.

All diagnostic evaluation and treatment protocols are already under use at urological offices and clinics according to established industry standards of care for patients suspected of having urothelial carcinoma of the bladder and potential treatment with BCG Immunotherapy.
This study is purely observational and generated data and genetic risk scores will not be a determining factor in patient diagnosis and treatment.

Statistical analysis will be performed. The mRNA genetic analysis, measurement inflammatory proteins using Elisa technology plus a unique AI bioinformatics strategy may allow development of predictive models prior to onset of obvious manifestations of a disease. The resultant predictive risk profile, 'L-Statistic', could also potentially guide the therapeutic approach of the physician and decrease the severity of future associated comorbidities.

Under FDA regulations, IRB review and approval is required for projects that: (i) meet the definition of research, (ii) involve human subjects and (iii) include any interaction or intervention with human subjects or involve access to identifiable private information.

The objective of this clinical study, which will utilize our mRNA genomic-based technology, cytokines and related proteins is to establish a diagnostic paradigm for patients with urothelial carcinoma of the bladder and to use this data to evaluate the efficacy of Bacillus Calmette-Guerin ("BCG") immunotherapy as a personalized score for the patient. Integrating these disciplines into a computational model can develop a personalized patient diagnostic and treatment response, 'L- genomic bladder cancer risk' score, to aid in BCG immunotherapy disease management at a clinical practice level. BCG is approved by the FDA to treat bladder cancer patients. BCG is a non-specific potentiator (a reactant that enhances a physiologic response) of a person's immune system. The goal of the Company through this planned program is to illustrate the potential of our technology to detect early the development of the inflammation that leads to bladder cancer and to predict patient response to anti-cancer treatment. In anticipation of starting this observational cancer program, we filed a patent that identifies and describes the Company's proprietary 48 gene mRNA genomic technology plus a proprietary nutritional and supplements program called "My RNA for Life." These nutritional compounds within the supplement are specifically chosen to target mRNA-associated inflammatory biomarkers with the potential to modulate their expression.

The patient to be tested will swab the right and left buccal area (i.e., cheeks) with a soft flocked tip swab and place the swab in an envelope or tube. Targeted gene sequencing will be performed using a Thermo Fisher Scientific Gene Studio S5 System and Ion Chef CGX and PGX equipment. An Amplicon library for 48 target mRNA inflammatory cytokines was designed with a Thermo Fisher Scientific Ion-Ampliseq Designer; patent filed on the Company's proprietary 48 mRNA microarray panel.

The buccal cell samples will be analyzed, and expression profiles will be obtained of inflammatory cytokines involved in apoptosis, cellular proliferation, cellular repair, wound healing, etc. ELISA determined levels of proteins, cytokines, and chemokines will be measured in the urine, saliva and blood as dictated by the protocol and chronic disease diagnosis.

The test orders, results, and health information for all patients will be maintained on a centralized HIPAA compliant network containing personal health records."

All of the individual data points, 48 mRNA genes and approximately 10 Elisa based proteins such as TRAIL, 8OHdG, will be used to come up with an inflammatory index related to each specific chronic inflammatory disease being clinically studied. The number of data points as you can imagine is huge and machine learning AI will be needed to analyze the data points and come up with a computational score. For the bladder cancer study, we used "L-genomic bladder cancer risk score." Appropriate names will be used for different clinical disease studies.

We believe that our mRNA inflammatory index has the potential to assess the presence of inflammation that can lead to early-stage bladder cancer and then monitor treatment cancer response to BCG immunotherapy. This genetic signature provides a potential framework to optimize early diagnosis and clinical management with appropriate therapy.

Additional Planned Research Studies

The following planned research studies will need to be submitted for Institutional Review Board (IRB) approval before initiation of the clinical study. Under the IRB system, a clinical protocol and application is completed, and the study is submitted to 1-2 IRB members for review. At a subsequent IRB member meeting this initial review is discussed and a vote for an action is taken. Additional adjustments to the study may be necessitated by IRB review until approved. There is no established timeline or guarantee for receiving IRB approval.

All proposals submitted for either expedited or full review must contain four primary sections:

- Purpose of investigation.
- Procedures.
- Anticipated risk and potential benefits to participants.
- Steps taken to protect the participants.

The criteria for IRB approval of a human research study includes:

- Risks to subjects are minimized.
- Procedures are consistent with sound research design and do not unnecessarily expose subjects to risk.
- Study utilizes procedures already performed for diagnosis/treatment -- when appropriate.

Preeclampsia.

Preeclampsia is a pregnancy specific, hypertensive disorder that is associated with high maternal morbidity and mortality. Placental dysfunction is a major contributor to adverse pregnancy outcomes, including preeclampsia. "This imbalance between pro inflammatory and regulatory cytokines is associated with the placental ischemia that occurs during a preeclamptic pregnancy." (Harmon AC, et al. The Role of Inflammation in the Pathology of Preeclampsia. Clin. Sci. (Lond). 2016 Mar; 130(6):409-19).

The Precision Genomics mRNA Inflammatory Index™ has the potential to create a genetic signature in patients with preeclampsia.

Primary study endpoint: early diagnosis of preeclamptic condition.

Secondary study endpoint: Substantiate mRNA genetic signature for preeclampsia.

The Company's mRNA genetic signature may provide a therapeutic framework for the physician to obtain an earlier diagnosis of the preeclamptic condition which is not currently possible. Moreover, importantly, can allow earlier initiation of clinical management procedures which could be lifesaving.

Cardiovascular/Heart Diseases.

Cardiovascular diseases have a major societal impact due to morbidity, mortality, and the associated economic impacts. We intend to develop a paradigm of risk factors to manage cardiovascular disease(s) and conduct clinical studies to integrate data from cardiac genetic risk statistics and the Precision Genomics mRNA Inflammatory Index™.

Our ability to move forward with any additional planned research studies will be dependent on our ability to raise funds from this and other offerings.

Primary study endpoint: early diagnosis of cardiac condition.

Secondary study endpoint: Substantiate mRNA genetic signature for specific cardiovascular conditions, including but not limited to heart attacks, vascular clotting disorders, hypertension, and myocarditis.

This genetic signature may provide a therapeutic framework for the physician to obtain an earlier diagnosis of the preeclamptic condition which is not currently possible. Moreover, importantly, can allow earlier initiation of clinical management procedures which could be lifesaving.

Our Strategy

In terms of making assessments using RNA vs DNA, the flexibility of RNA is important. DNA holds the genetic blueprint for humans, but RNA actually carries out its instructions to create functional proteins. This means real time information is being translated into cellular language. Our objective is to capture a snapshot in real time of important inflammatory signaling biomarkers, called cytokines, present in specific cells and tissues.

The importance of RNA is that mRNA allows us to identify differentially expressed genes ("DEGs") involved in the inflammatory process associated with development of chronic diseases. Our Precision Genomics mRNA Inflammatory Index™ is intended to provide guidance as a predictive model, prior to onset of obvious manifestations of a disease. By utilizing machine learning AI and mRNA indices, we may discover hidden patterns and diagnostic markers within different biologic systems and organs. We have chosen 48 mRNA genes that our technology then uses to assess snapshots, creating a diagnostic disease index that is calculated from the gene panels. The mRNA genes chosen were based on specific chronic inflammatory diseases, such as heart disease, diabetes, cancer of the colon, breast and bladder, preeclampsia and osteoarthritis. The number 48 was based on the ability of Thermo Fisher Scientific to sequence the genes and place them on a microarray chip. Moreover, the uncovering of these hidden inflammatory patterns my allow anti-inflammatory nutritional interventions at an early stage before disease onset. We plan to combine measured levels of mRNA genes with machine learning AI to generate a statistical score. The objective is to develop a personalized inflammatory genetic signature for a patient and their respective disease(s).

With a portion of the proceeds of this offering, we expect to analyze approximately 3,000 mRNA samples obtained from patients with various chronic inflammatory diseases and choose the most significant mRNA diagnostic genes. Once we identify the key diagnostic genes related to specific diseases, we expect to develop a specific research plan that may include an internal lab or contracting with an outside lab, or a major pharmaceutical company to target the chosen genes. Our plan is to develop specific antibodies that bind to these genes and market them to biotech- and pharma-companies to treat chronic inflammatory diseases, such as cancer, diabetes and heart disease. Given the nascent stage of our development, we have yet to determine the precise strategies by which we would market our developed antibodies.

We believe that there are many medical technologies in current practices that are outdated; however, emerging technologies have recently started including nanomedicine and genome based personalized medicine to aid in care and treatment. Our technology is intended to enable physicians to employ new treatment modalities for their patients. Inflammation can be silent, present at one time, and undetected at others, similar to a light switch that can be turned on and off. The problem, however, is that it can stay on and cause both silent and visible diseases. We believe our technology provides an opportunity to integrate genetic technology into the diagnosis and treatment continuum of a patient.

We also aspire to provide more individualized care through nutritional supplementation, tailored to the genetic makeup of the individual. Our approach focuses on the body's cellular communication and responses.

Our Analysis Method

To understand inflammation, we will analyze both acute and chronic inflammation. Acute inflammation is how the body fights infections and helps speed up the healing process, which, in this context, is beneficial since it protects the body. However, if inflammation becomes chronic, it can lead to major diseases such as heart disease, diabetes, cancer, stroke and others. With both of the foregoing forms of inflammation, the goal is to recognize that something is awry and requires attention.

Chronic diseases are long-term medical conditions that are progressive. Examples of chronic diseases include cancer, diabetes, cardiovascular disease, chronic kidney disease, arthritis and stroke, and others. The root causes of these diseases are usually lifestyle, diet, stress, physical activity and the environment. The common denominators for all of chronic diseases are inflammation, cellular damage, and apoptosis (i.e., programmed cellular death).

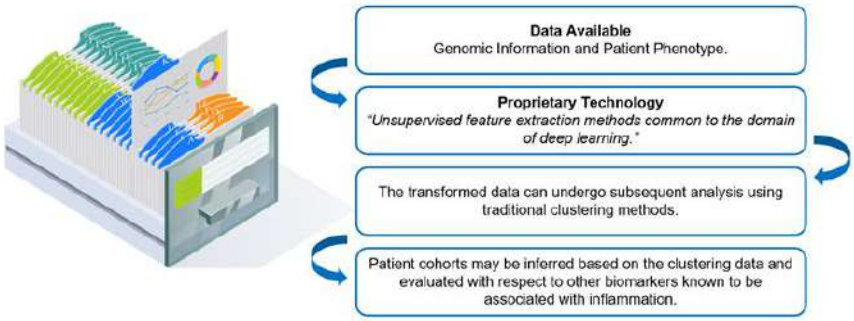
Our solution is to integrate genetic disciplines into a computational model to increase diagnostic yield and provide a clearer genetic picture to determine actionable events to improve healthcare. These nutritional compounds within our supplement are specifically chosen to target mRNA-associated inflammatory biomarkers with the potential to modulate their expressions. After an initial test, the results of the assessment could lead to regular screenings and/or appointments in a doctor's office. The doctor and/or the patient may choose to use our nutritional supplement. After a period of no less than 3 months the individual may test again to assess their inflammatory index and the relationship to their current health status.

By using our Precision Genomics mRNA Inflammatory Index™ to match disease with its unique fingerprint mRNA, we believe treatment can be personally modified based on the patient's individual genetic makeup. With the help of machine learning AI, our proprietary Precision Genomics mRNA Inflammatory Index™ enables the modulation of key inflammatory related biomarkers with the potential to coordinate medical therapy through the use of our nutraceutical supplement. It is anticipated that our proprietary mRNA Inflammatory Index will be able to measure intercellular communication, subsequently allowing us to discover hidden gene patterns related to inflammatory causation of specific diseases.

The patient to be tested will swab the right and left buccal area (i.e., cheeks) with a soft flocked tip swab and place the swab in an envelope or tube. Targeted gene sequencing will be performed using a Thermo Fisher Scientific Gene Studio S5 System and Ion Chef CGX and PGX equipment. An Amplicon library for 48 target mRNA inflammatory cytokines was designed with a Thermo Fisher Scientific Ion-Ampliseq Designer; patent filed on the Company's proprietary 48 mRNA microarray panel.

The buccal cell samples will be analyzed, and expression profiles will be obtained of mRNA-based inflammatory cytokines, as well as proteins, involved in apoptosis, cellular proliferation, cellular repair, wound healing, etc. ELISA determined levels of proteins, cytokines, and chemokines will also be measured in the urine, saliva and blood as dictated by the protocol and chronic disease diagnosis.

The test orders, results, and health information for all patients will be maintained on a centralized HIPAA compliant network containing personal health records.



Intellectual Property

We have applied for the following Utility and/or Clinical Use patents:

Application Number	Title	Country	Application Date	Status
63/376,400	Inflammatory Disease Gene Panel	U.S.A.	September 20, 2022	Pending
63/500,901	Inflammatory Disease Gene Panel	U.S.A.	May 8, 2023	Pending

These patents, via their inventor, Marvin S. Hausman, M.D., identifies and describes the 48 genes mRNA genomic technology plus a proprietary nutritional and supplement program called My RNA For Life.

The non-provisional applications and/or PCT applications must be filed on or before the non-extendible due dates of September 20, 2023, and May 8, 2024, respectively. Non-provisional patents will be filed by such dates, with expiration dates of 20 years from the date of filing of the respective non-provisional patents.

The Precision Genomics Objectives.

- Establish diagnoses and show response to treatment;
- Expand core AI facilities for better developed machine learning methods for genetic analysis.
- Pre and post treatment snapshots allowing assessment of therapeutic response; and
- Modulating inflammatory genetic biomarkers and potentially disease states with nutritional supplementation.

The Long-Term Strategy. We intend to provide patients with cutting edge genetic tools using proprietary mRNA genetic methodology. These diagnostic tools will provide both physicians and patients with an optimized proactive approach in preventing disease. Execution of this strategy will require Precision Genomics to implement adequate infrastructure to offer screening and supplement programs in the United States and Canada. We believe the future of the Company is poised for continued adoption of its technology and success in the coming years. With a strong team in place and a clear vision for the future, we are well positioned to continue our growth trajectory.

Our core catalysts and value drivers are the following:

- mRNA Proprietary Inflammatory Panel, for which our patent has been filed.
- Additional clinical research studies.
- My RNA for Life™ Genetic Centric Supplement.
- Apoptotic Index™ technology, measuring DNA damage, cell damage and death, and
- mRNA Inflammatory Indices data bank; potential value to pharmaceutical companies and drug development programs.

Our Planned Programs and Services

We intend to offer a “My RNA For Life” program, which we intend to be a comprehensive genetic test program that will provide an unparalleled snapshot of an individual’s health by measuring the body’s response to stressors. This program will allow anyone with a health concern to get an assessment of their health with a certain degree of accuracy. This snapshot uses the patent pending mRNA index coupled with machine learning AI to provide patient specific information, thus helping to diagnose chronic inflammation which can lead to other potential diseases. The test results can be reviewed with a physician or an My RNA for Life counselor to provide patients with an in-depth analysis and treatment plan.

Our nutritional supplement contains compounds with the potential to modulate expression of mRNA genes that produce inflammation. Our supplement has been formulated with the intent to help prevent disease, aid in healing and also improve overall health. By utilizing snapshots of the body's mRNA to track a patient's progress before and after supplementation, we believe we can demonstrate progress and overall efficacy in improving their health.

We intend for this snapshot to be able to be performed with our proprietary mRNA technology on specimens collected at a primary care physician's office or at home with a My RNA for Life Home Test Kit. Upon analyzing a patient's snapshots, we will utilize machine learning AI to predict, identify, and help to prevent the inflammation that leads to many common diseases. Our nutritional supplement will be integrated into the personalized genetic program. The objective is for an individual to build up an internal warehouse of these important anti-inflammatory nutritional compounds while one is healthy. When disease hits, your body can summon these needed compounds to naturally enhance the immune system and neutralize the out-of-control inflammatory processes. The objective of the unique formula of ingredients is the potential modulation and/or reduction of the inflammatory genetic markers associated with chronic disease.

Patient personal health and laboratory data will be stored on a trusted HIPAA-Compliant Cloud Storage platform.

In addition to the foregoing, we have entered into an agreement with Dr. Kim Farahay and Dr. Jeff Lee, with respect to our selling products to their Ketamine-centered treatment of patients with Treatment Resistant Depression. Under this agreement, Drs. Farahay and Lee have agreed to begin to purchase our NuGenea product for use in their treatment protocols, at such time as we have begun commercial sales of NuGenea. We expect commercial sales of NuGenea to begin late in the third quarter of 2023.

Our Planned Marketing and Distribution

As further described below, we have an initial marketing plan for each of B2B and B2C sales in order to market and distribute our products.

Our B2B approach will be to focus on engaging wellness center physicians as well as medical facilities to sell our My RNA for Life Home Test Kits. The physician or its staff would perform the cheek swab and send it back to us for testing. Once results have been finalized the result would be sent back to the ordering physician to be reviewed with the patient. There is no insurance coverage for our test kits at this time. As we approach the time that our test kits will be ready for sale to customers, we will attempt to obtain product liability insurance coverage. Should we fail to obtain product liability insurance for our test kits, it is possible that the Company would face significant losses for, or even be forced to cease operations by, successful product liability claims, including through litigation. We are not currently in any negotiations with any physicians or facilities that will sell our products.

We plan to market to physicians directly and will provide them with patient education tools such as pamphlets and handouts to educate them on our product and its benefits. We will also engage in special outreach programs which will include online seminars and educational tools in order to create new customers. We feel that physicians are key opinion leaders in the healthcare industry, and we hope to increase sales by encouraging them to engage with our product. We intend to negotiate with different pharmacies in order to have them sell our product. We believe that this multi-faceted approach will help us to successfully reach our target audiences and, in turn, generate sales. In furtherance of these efforts, we have retained the business consulting services of Fannon Group, a Del Ray Beach, Florida-based consulting firm. Our agreement with Fannon Groupcommenced on April 1, 2023, and continues on a month-to-month basis until January 2024. The agreement with Fannon Group may be terminated by either party at any time, upon thirty-days' notice. The Fannon Group is to be compensated under its agreement, as follows: $5,000 in cash as a signed bonus; the issuance of 50,000 shares of our common stock as a further signing bonus; a monthly fee of $5,000 in cash; the issuance of 50,000 shares of our common stock as a further monthly fee, which share amount shall be reduced to 5,000 shares upon the effectiveness of the Registration Statement of which this prospectus forms a part. At such time as we obtain the first $10,000,000 in proceeds in this offering, of which there is no assurance, the monthly cash fee payable to Fannon Group would increase to $12,500.

Our B2C approach will utilize various marketing strategies to engage the individual at home. We intend to create marketing partnerships with certain health influencers to promote our products. Our initial approach will be to work with health influencers on a commission basis which we believe will incentivize them to promote our products. We plan to offer the My RNA for Life Home Test Kit to individuals directly via online websites. With our B2C approach, we intend to offer a service in which a "Certified Genetic Counselor" (which will be someone who has been trained as a geneticist and has a MD, PhD or Master's Degree) will provide a one-time call and an email to the patient after the patient has received their results.

We intend to engage social media marketing such as Facebook, Instagram and Twitter to reach potential customers. We will also utilize ad campaigns based on the successful models of similar companies.

Our ability to market and distribute our products will be dependent on our ability to raise capital through this Offering.

Laboratory Developed Test (LDT)

We intend to launch and market our testing kits as a Laboratory Developed Test (LDT). A LDT is defined by the FDA as "a type of in vitro diagnostic test that is designed, manufactured and used within a single laboratory." (*Source: Laboratory Developed Tests, US Food and Drug Administration https://www.fda.gov/medical devices/in vitro diagnostics/laboratory developed tests Accessed 11/23/2022*).

The classification of an LDT is partly dependent on its components. LDTs must use only in-house materials, general purpose reagents (GPRs), and analyte specific reagents (ASRs). GPRs are chemical reagents that might commonly be used in a laboratory, such as a pH buffer. ASRs are substances essential to the function of the diagnostic test and which act as the "active ingredient" in the test. ASRs might be "antibodies, both polyclonal and monoclonal, specific receptor proteins, ligands, nucleic acid sequences, and similar reagents which, through specific binding or chemical reactions with substances in a specimen, are intended for use in a diagnostic application for identification and quantification of an individual chemical substance or ligand in biological specimens" (21 CFR 864.4020). LDTs can use GPRs and ASRs manufactured by parties other than the laboratory developing the LDT – this does not affect the single laboratory requirement for the LDT.

The FDA requirements for a diagnostic test to be classed as LDT, and therefore subject to regulatory discretion, include single laboratory development and use, authorized physician instruction, and "CLIA" (Clinical Laboratory Improvement Amendments program) certification and accreditation. First, the development and performance of the test must be conducted by a single laboratory. The test can no longer be classified as an LDT if any aspect of the LDT extends beyond a single laboratory, such as the test having been developed in a separate laboratory, used in multiple laboratories, or relying on third party manufacturers for critical components not deemed ASRs, and will instead be classed as an IVD. Second, the LDT must be performed because of an instruction from an authorized physician or healthcare professional. An LDT cannot be offered direct-to-consumer, and a physician ordering the test must be independent from the laboratory offering the LDT. Third, the laboratory must be appropriately certified under the CLIA program as able to "perform high-complexity testing." The single laboratory requirement for test development and use refers to a single CLIA certification.

The FTC and the FDA share jurisdiction over the marketing of supplements as well as drugs, foods, devices and other health related products. FTC regulates the advertising, including infomercials and other direct to consumer methods. The Company if not diligent in its accuracy of its representations to the market on its products could be at risk of a cease-and-desist order for marketing its products. This would result in a deleterious effect on the Company.

Our supplement manufacturer must follow Good Manufacturing Practices (GMP) established by the FDA, Department of Health and Human Services and the USDA. We are at risk if our principal manufacturer fails inspection for deploying GMP's. If our primary manufacturer were to cease operations we would immediately halt sales and would be required to potentially recall our products and find new manufacturing capability. This could cause the Company to cease to exist.

Our inflammatory assessment tool is manufactured, distributed and analyzed by a third part CLIA and CAP certified laboratory. The Laboratory has made large investments in equipment, human resources and capital in order to facilitate the Company's business. If the Laboratory fails CLIA or CAP inspections the Company would cease to operate until a replacement Laboratory is established. The time and expense required by a Laboratory to come up to speed would be at least 12 months potentially causing the Company to cease to exist.

The CLIA require laboratories that perform clinical testing (including IVDs and LDTs) to be certified by the Centers for Medicare and Medicaid Services (CMS) before accepting materials derived from the human body for the purpose of providing information for the diagnosis, prevention, or treatment of any disease or the impairment of, or assessment of the health of human beings (42 CFR Part 493). CLIA requirements for certification depend on the complexity of tests conducted by the laboratory; LDTs are classed as high complexity and as such, the requirements include demonstration of the analytical validity of the test, quality assurance protocols, and presence of qualified personnel (42 CFR 493). The focus of the CLIA is to ensure accurate and reliable diagnostic test results. Laboratories must receive CLIA certification before releasing any test results and will be inspected by the CMS to ensure compliance with the requirements. All analytical validity assessments are conducted only within the laboratory because the test will be used only within the laboratory and therefore validation conducted outside the laboratory environment is not necessary or relevant. The validation is reviewed during its routine two-yearly survey.

There are no CLIA requirements for clinical validity, meaning there is no assessment of how well a test can diagnose or predict a clinical condition. Instead, the CMS evaluates whether the test successfully detects the substance it is designed to detect, for instance, assessing whether a test can accurately and reliably measure the presence of a biomarker associated with lung cancer rather than assessing whether the test can accurately diagnose lung cancer. Clinical validity requirements fall under FDA authority in the FD&C Act during the premarket review, something with which LDTs are not required to comply via enforcement discretion.[5] LDTs are also not required to comply with the FDA's quality system regulations. However, enforcement discretion toward LDTs does not equal exemption, and the FDA can chose to enforce full regulatory compliance of an LDT "when appropriate, such as when it is appropriate to address significant public health concerns."[6] In summary, the FDA focuses on ascertaining the safety and effectiveness of a diagnostic, and, if it is an IVD, the design and manufacture quality, whereas the CMS checks the scientific performance of the test.

Should any of our products be determined not to be LDT products, we would be forced to cease the sale of any such products, which could have a material adverse effect on our operating results. No prediction can be made in this regard, however. (See "Risk Factors--Risks Related to Our Business").

According to the FDA, "LDT's are important to the continued development of personalized medicine, so it is important that in vitro diagnostics are accurate so that patients and health care providers do not seek unnecessary treatments, delay needed treatments, or become exposed to inappropriate therapies.

Some common examples of LDT's include: flow cytometry, next generation sequencing of DNA and RNA, liquid and gas chromatography and liquid biopsy. All of these are considered to be key tests in personalized/precision medicine.

We intend to perform its LDT testing in a CLIA Certified, CAP Accredited, High Complexity Molecular Laboratory under the direction of a qualified Laboratory Director with fully licensed Medical Laboratory Scientists.

Currently, there is legislation that would clarify FDA authority to regulate LDTs. This is HR 4128: VALID Act of 2021 introduced on June 24, 2021. (*Source: H.R. 4128 C 117th Congress: VALID Act of 2021.@ www.GovTrack.us. 2021. November 23, 2022 https://www.govtrack.us/congress/bills/117/hr4128 Accessed 11/23/2022*). Should this bill pass and be signed into law, the earliest implementing regulations would take effect would be in 2027. Additionally, the VALID Act includes grandfathered status for tests that were first offered for clinical use by a laboratory prior to the date of enactment. (*Source: Epstein, Becker and Green, Health Law Advisor, May 20, 2022 https://www.healthlawadvisor.com/2022/05/20/the valid act senate action brings fda regulation of ldts closer to fruition/ Accessed 11/23/2022*).

We believe that our proprietary testing will fully qualify for grandfather status, should the VALID Act pass.

Manufacturing and Distribution

We are currently in negotiations with several manufacturers regarding our mRNA for Life, Inc.'s Genetic Centric Supplement. We believe that our chosen manufacturer will be able to manufacture the necessary products at the highest quality standard. We intend to store our finished products in our own facilities, once we secure the necessary warehouse facility, and distribute our products to consumers through physician offices, wellness centers and established chain pharmacies. We intend to have all of our products produced and manufactured in the U.S. at facilities with good manufacturing practices. We intend that our initial distribution facility will be located in Florida. We are not currently aware of any material issues concerning the sourcing and availability of the raw materials used in our formulation.

We use Grace Health Technology Inc. as our Clinical Research Organization ("CRO"); Grace Health Technology contracts with Designer Genomics International, Inc. for the performance of certain CRO-related functions (our company has no contractual relationship with Designer Genomics International). The agreement with Grace Health Technology is for an initial term ending in July 2023, with automatic renewal terms of one year, unless terminated by either party. Each month, in payment of its services, we are obligated to pay Grace Health Technology an amount equal to its hard expenses incurred in performing its services plus 11.5% of such total hard expenses. The agreement is terminable upon any breach of the agreement, in the discretion of the non-breaching party. Through our agreement with Grace Health Technology, Genetics Institute of America ("GIA") is to manufacture and distribute our testing kits.

Raw Materials

We do not anticipate difficulties in procuring the ingredients needed for the production of our nutritional supplement, as there exist numerous sources for such ingredients.

Competitive Environment

We believe there are few existing comparable competitors with an mRNA focus. We feel the closest competitors are companies that engage in direct-to-consumer DNA genetic testing, such as 23andME Inc., Alpha Laboratories Ltd., Centrillion Technology Holding Ltd., and others. According to Cision PR Newswire, the global direct to consumer Genetic Testing Market is positioned to grow by $1.38 billion USD through 2025, with a compound annual growth rate of 16.73%. We believe that advances in next generation genetic sequencing will be one of the key driving forces in the market through 2025. These trends are expected to have a major impact as companies expand into this new territory, which leads us to believe that this market will be fragmented.

We believe a main difference between us and any of the comparable companies described above is that we are focused on mRNA, while they focus on DNA. The mRNA changes day by day while DNA is permanent. That means they can suggest hereditary health concerns based on DNA indexes but cannot provide the detailed specificity that a mRNA index can provide. We believe this differentiates us from others, but also allows us to tap into a market that is not very saturated at this point. Since mRNA is everchanging, we will not have the single-service limitation that models that employ DNA-based testing have.

Our market industry is classified into two main distribution channels, direct sales and retail sales. We believe the direct sales segment will contribute the largest share of the market. Direct sales channels can give consumers access to their personal genetic and health information, regardless of the time and place. We understand consumers purchase genetic testing services directly based on quick turnaround time for test results and accessibility to the tests themselves. This has fueled the demand for online orders of genetic tests, thus boosting revenue growth in the direct sales segment.

We believe that we have little direct competition, due to its unique proposition of solely using mRNA patent-pending indexes for screening health. In addition, the patent-pending supplementation will also be a product unique in its markets. Due to these factors, we believe the primary barriers to entry are awareness and education.

Additionally, we believe our products and services could be used by many patients if supply and logistics were of no issue. Our initial target patient profile is an individual over the age of 35 that is health conscious, demonstrates buying habits of a healthy lifestyle (e.g., gym memberships, use of dietary supplements), and earns more than the mean U.S. yearly income.

Properties

We own no real property interest. The Company leases a small office that is sufficient for our current operations at a monthly rental of $400.

Employees

Currently, we have no employees. Our CEO, Anne B. Blackstone, performs all of our required administrative functions, in addition to her executive officer activities. Further, we retain persons who perform required professional services on our behalf as consultants.

Corporate Information

The Company was originally organized as a Kentucky corporation on February 11, 1988. On February 8, 2006, we formed a wholly owned subsidiary, Ludwig Enterprises, Inc., a Nevada corporation. On March 28, 2006, Ludwig Enterprises, Inc., our Kentucky corporation, merged with and into Ludwig Enterprises, Inc., our Nevada corporation, with the Company, Ludwig Enterprises, Inc., the Nevada corporation, being the surviving entity.

Our principal executive offices, and our subsidiaries, are located at 1749 Victorian Avenue, #C-350, Sparks, Nevada 89431; our telephone number is (954) 908-3366; our corporate website is located at www.ludwigent.com. No information found on, or connected to, the Company's website is incorporated by reference into, any you must not consider the information to a part of, this Prospectus.

MANAGEMENT

Executive Officers and Directors

Below is a list of our executive officers and directors as of the date of this prospectus.

Name	Age	Position
Anne B. Blackstone	70	Chief Executive Officer, President, Secretary and Director

Our directors serve until the earlier occurrence of the election of his or her successor at the next meeting of shareholders, death, resignation or removal by the Board of Directors. Officers serve at the discretion of our Board of Directors.

Certain information regarding the background of our sole officer and director is set forth below.

Anne B. Blackstone has served as our Chief Executive Officer and sole director since June 1, 2022. Mr. Blackstone is certified registered nurse and has been employed at Envision Physician Services in such capacity since 1997. For more than 20 years, Ms. Blackstone has been a Certified Registered Nurse Anesthetist in Level 1 Trauma Center facility management. She received her Bachelor's Degree in Fine Arts from the University of Florida and her Master's of Science from Barry University, Miami Shores, Florida. We believe Ms. Blackstone's vast experience in the medical industry qualifies her to serve as a member on our board of directors.

Key Consultants

Marvin S. Hausman, MD. Dr. Hausman is an Immunologist and Board-Certified Urological Surgeon with more than 30 years of drug research and development experience with various pharmaceutical companies, including Bristol Myers International, Mead Johnson Pharmaceutical Co., E.R. Squibb, Medco Research, and Axonyx. An accomplished executive with domestic and international experience, Dr. Hausman successfully executed acquisitions of breakthrough medical technology, in conjunction with formation, funding and launch of several corporations. He is a co-founder of Medco Research Inc., a NYSE biopharmaceutical company acquired by King Pharmaceutical Inc. He is a founder of Axonyx Inc., acquired by Torrey Pines Therapeutics, Inc. He is a founder of Entia Biosciences, Inc., which designs and developments natural organic antioxidant food-based products to be used as nutritional supplements in humans and animals. He is Founder and President of Northwest Medical Research Partners, Inc., a company specializing in the identification and acquisition of breakthrough pharmaceutical and nutraceutical products. Dr. Hausman is a Member of Board of Governors of New York University School of Medicine Alumni Association.

Under our consulting agreement dated July 1, 2022, with Dr. Hausman, we pay Dr. Hausman $5,000 per month. In addition, we are responsible to pay Dr. Hausman an amount equal to 10% of gross sales revenues attributable to Dr. Hausman's efforts, in perpetuity. Dr. Hausman is our chief executive consultant and, in such consulting role, provides us with consulting advice relating to all aspects of our business, including our planned products. The agreement is for a term of three years, which renews for additional three-year periods, unless either party elects not to renew the agreement; provided, however, that Dr. Hausman's consulting agreement can be terminated at any time by either party, upon 15-days' notice.

Kyle Ambert, PhD. Dr. Ambert is currently Director of Data Science at Nike, Inc. and has extensive experience in data analytics, machine learning, artificial intelligence and applied analytics. His previous experience includes postings with the National Library of Medicine and Intel Corp. Dr. Ambert holds a PhD in Biomedical Informatics from Oregon Health & Science University.

Additionally, Dr. Ambert has interests in the following: applied analytics, multivariate statistics, machine learning and deep learning, text mining and natural language processing, biomedical informatics, distributed computing, information visualization, and behavioral economics. These interests give him skills in technical communication, data analysis, data visualization, analytics, programing, deep learning frameworks, and health and life sciences, all of which we believe are of great value to the Company.

Under our consulting agreement dated July 1, 2022, with Dr. Ambert, we pay Dr. Ambert $2,500 per month. In addition, we issued Dr. Ambert 250,000 shares of our common stock upon his entering into the agreement. Dr. Ambert provides us with Biomedical Informatics Services, which includes developing data mining tools to quantitate, analyze and perform cluster analysis of DNA and RNA panels. The agreement is for a term of one year, which renews for additional one-year periods, unless either party elects not to renew the agreement.

Homeopathic Partners, Inc. Effective July 1, 2022, we entered into a consulting agreement with Homeopathic Partners, Inc. for the provision of general business consulting services. Upon the signing of this agreement, we issued Homeopathic Partners 2,000,000 shares of our Series B Preferred Stock. We pay Hemeopathic Partners $10,000 per month. In addition, we are responsible to pay Hemeopathic Partners an amount equal to 10% of gross sales revenues attributable to Hemeopathic Partners' efforts, in perpetuity. The agreement is for a term of one year, which renews for additional one-year periods, unless either party elects not to renew the agreement; provided, however, that Homeopathic Partners' consulting agreement can be terminated at any time by either party, upon 15-days' notice.

Conflicts of Interest

Our sole officer and director and our key consultants are engaged in other businesses, either individually or through partnerships and corporations in which they may have an interest, hold an office or serve on a board of directors. As a result, certain conflicts of interest may arise. We will attempt to resolve such conflicts of interest in favor of the Company. In general, our officers and directors are accountable to us and our shareholders as fiduciaries, which requires that these officers and directors exercise good faith and integrity in handling the Company's affairs. A shareholder may be able to institute legal action on behalf of the Company or on behalf of itself and other similarly situated shareholders to recover damages or for other relief in cases of the resolution of conflicts is in any manner prejudicial to us.

Involvement in Certain Legal Proceedings

None of our directors or executive officers has, during the past ten years:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offences);
- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- been subject to any order, judgment, or decree, not
subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;

- been found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;

- been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26))), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29))), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Code of Business Conduct and Ethics

As of the date of this Prospectus, our Board of Directors has not adopted a code of ethics with respect to our directors, officers and employees. Our Board of Directors intends to adopt a Code of Business Conduct and Ethics in the near future.

Corporate Governance

We do not have a separate Compensation Committee, Audit Committee or Nominating Committee. These functions are conducted by our sole director. During the year ended December 31, 2021, our sole director did not hold a meeting, but instead took actions by written consent in lieu of a meeting.

There are no understandings between the sole director of the Company or any other person pursuant to which our sole officer or director was or is to be selected as an officer or director.

Independence of Board of Directors

Our sole director is not independent, within the meaning of definitions established by the SEC or any self-regulatory organization. We are not currently subject to any law, rule or regulation requiring that all or any portion of our Board of Directors include independent directors.

Shareholder Communications with Our Board of Directors

The Company welcomes comments and questions from our shareholders. Shareholders should direct all communications to our Chief Executive Officer, Anne B. Blackstone, at our executive offices. However, while we appreciate all comments from shareholders, we may not be able to respond individually to all communications. We will attempt to address shareholder questions and concerns in our press releases and documents filed with the SEC, so that all shareholders have access to information about us at the same time. Ms. Blackstone collects and evaluates all shareholder communications. All communications addressed to our directors and executive officers will be reviewed by those parties, unless the communication is clearly frivolous.

EXECUTIVE COMPENSATION

Named Executive Officers

Our Named Executive Officer is Anne Blackstone.

Compensation of our Executive Officers for 2022 and 2021

Compensation Summary

The following table summarizes information concerning the compensation awarded, paid to or earned by, our executive officers.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($)	Non-qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Anne B. Blackstone (1)	2022	10,500	—	—	5,200(2)	—	—	—	15,700(2)
Chief Executive Officer, President and Secretary	2021	—	—	—	—	—	—	—	—
Jean Cherubin	2022	—	—	—	—	—	—	—	—
Former Chief Executive Officer	2021	—	—	—	—	—	—	—	—

Note 1 Ms. Blackstone did not become our Chief Executive Officer until June 1, 2022.
Note 2 We issued 200,000 shares of common stock to Ms. Blackstone as a bonus, which shares were valued at $.026 per share, based on the closing price of our common stock on the date of issuance.

Employment Agreements with Executive

Anne B. Blackstone. In June 2022, we entered into an employment agreement with our sole executive officer, Anne B. Blackstone. The employment agreement has a one-year term and is terminable by us or Ms. Blackstone at any time, upon 15-days' notice. Under the employment agreement, Ms. Blackstone was issued 200,000 shares of our common stock, which shares were valued at $0.026 per share, or $5,200, in the aggregate. In addition, Ms. Blackstone is paid $1,500 per month and is entitled to a commission equal to 10% of the net proceeds on any business generated by her during the term of the employment agreement, payable in perpetuity in cash.

Outstanding Equity Awards at December 31, 2021

The following table sets forth information regarding equity awards held by our Named Executive Officers as of December 31, 2021.

Name	Number of Shares Underlying Unexercised Options # Exercisable	Number of Shares Underlying Unexercised Options # Unexercisable	Equity Incentive Plan Awards: Number of Shares Underlying Unexercised Options	Option Exercise Price	Option Expiration Date
Anne B. Blackstone	—	—	—	—	—

Outstanding Equity Awards

Our Board of Directors has made no equity awards and no such award is pending.

Long Term Incentive Plans

We currently have no employee incentive plans.

Director Compensation

We have made no payments to our directors in consideration of their services to date, and there is currently no agreement or arrangement to pay any of our directors for their service as directors in the future.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

PRINCIPAL SHAREHOLDERS

The following table sets forth information regarding the beneficial ownership of our common stock by (i) each 5% shareholder, (ii) each director, (iii) each executive officer and (iv) all directors and executive officers as a group. Unless otherwise indicated, the address of each executive officer and director is c/o Ludwig Enterprises, Inc., 1749 Victorian Avenue, #C 350, Sparks, Nevada 89431. As of June ___, 2023, there were 326,327,848 shares of our common stock issued and outstanding.

The number of shares of common stock beneficially owned by each shareholder is determined under rules issued by the SEC regarding the beneficial ownership of securities. This information is not necessarily indicative of beneficial ownership for any other purpose. Under these rules, beneficial ownership of shares of our common stock includes (1) any shares as to which the person or entity has sole or shared voting power or investment power and (2) any shares as to which the person or entity has the right to acquire beneficial ownership within 60 days after the date hereof. Each holder's percentage ownership after this Offering is based on shares of common stock to be outstanding immediately after the consummation of this Offering. The percentages assume no exercise by the underwriters of their option to purchase additional shares.

	Share Ownership Before This Offering		Share Ownership After This Offering			
Name of Shareholder	**Number of Shares Beneficially Owned**	**% Beneficially Owned[1]**	**Number of Shares Beneficially Owned**	**% Beneficially Owned[2]**	**Effective Voting Power After This Offering[2]**	
Common Stock						
Executive Officers and Directors						
Anne Blackstone	200,000	*	200,000	*	200,000	*
Officers and directors, as a group (1 person)	200,000	*	200,000	*	200,000	*
5% Owners						
Worthington Financial Services, Inc.[3]	172,162,746	16.77%	1,000,000(4)	*	1,000,000(4)	*
Marvin Hausman[5]	244,500,000(6)	23.82%	244,500,000(6)	27.10%	44,500,000	4.97%
Barranquilla Investments, LLC[7]	200,000,000(8)	19.49%	200,000,000(8)	22.17%	200,000,000	22.32%
Homeopathic Partners, Inc.[9]	300,000,000(10)	29.23%	300,000,000(10)	33.25%	300,000,000	33.49%
Vasaio Capital, Inc.[11]	200,000,000(12)	19.49%	200,000,000(12)	22.17%	200,000,000	22.32%
Convertible Preferred Stock[13]						
Barranquilla Investments, LLC[7]	2,000,000	28.57%	2,000,000	28.57%	2,000,000	22.32%
Homeopathic Partners, Inc. [9]	3,000,000	42.86%	3,000,000	42.86%	3,000,000	33.49%
Vasaio Capital, Inc. [11]	2,000,000	28.57%	2,000,000	28.57%	2,000,000	22.32%

* Less than 1%.

(1) Based on 1,026,327,848 shares outstanding, which includes (a) 326,327,848 issued shares, and (b) 700,000,000 unissed shares that underlie shares of Convertible Preferred Stock convertible within 60 days of the date of this Prospectus, before this Offering.

(2) Based on 902,165,102 shares outstanding, which includes (a) 202,165,102 issued shares, assuming the sale of all of the Offered Shares, (b) the purchase of 171,162,746 shares from Worthington Financial Services, Inc. and the subsequent cancellation thereof, and (c) 700,000,000 unissued shares that underlie shares of Convertible Preferred Stock convertible within 60 days of the date of this Prospectus, after this Offering.

(3) Carl Rubin is the President of this shareholder with dispositive power with respect to the shares owned by this shareholder. The address of this shareholder is 2363 Arbordale Avenue, The Villages, Florida 32162.

(4) Assumes the Company exercises its option to purchase 171,162,746 shares from Worthington Financial Services, Inc. (See "Use of Proceeds").

(5) The address of this shareholder is 1809 E. Broadway, Suite 208, Oviedo, Florida 32765.

(6) 200,000,000 of these shares are unissued, but underlie currently convertible shares of our Convertible Preferred Stock.

(7) Marvin Hausman is the manager of Barranquilla Investments, LLC. Dr. Hausman has the sole voting and dispositive control over the shares held by Barranquilla Investments, LLC. The address of this shareholder is 1309 Coffeen Avenue, Suite 1200, Sheridan, WY, 82801.

(8) These shares are unissued, but underlie currently convertible shares of our Convertible Preferred Stock owned by Barranquilla Investments, LLC.

(9) Carl Rubin is the Chief Executive Officer of Homeopathic Partners, Inc. Mr. Rubin has the sole voting and dispositive control over the shares held by Homeopathic Partners, Inc. The address of this shareholder is 2363 Arbordale Avenue, The Villages, Florida 32162.

(10) These shares are unissued, but underlie currently convertible shares of our Convertible Preferred Stock owned by Homeopathic Partners, Inc.

(11) Corain McGinn is the Chief Executive Officer of Vasaio Capital, Inc. Mr. McGinn has the sole voting and dispositive control over the shares held by Vasaio Capital, Inc. The address of this shareholder is 288 Grove Streeet, Suite 361, Braintree, Massachusetts 02184.

(12) These shares are unissued, but underlie currently convertible shares of our Convertible Preferred Stock owned by Vasaio Capital, Inc.

(13) Each share of Convertible Preferred Stock (a) is convertible into 100 shares of our common stock at any time and (b) has the following voting rights: each share of Convertible Preferred Stock shall vote on all matters as a class with the holders of common stock and each share of Convertible Preferred Stock shall be entitled to the number of votes equal to the "conversion rate," or 100 votes per share.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Employment Agreement

Except as disclosed herein, no director, executive officer, shareholder holding at least 5% of shares of our common stock, or any family member thereof, had any material interest, direct or indirect, in any transaction, or proposed transaction since January 1, 2021, in which the amount involved in the transaction exceeds the lesser of $120,000 or one percent of the average of our total assets at the year-end for the last two completed fiscal years.

In June 2022, we entered into an employment agreement with our sole executive officer, Anne B. Blackstone. The employment agreement has a one-year term and is terminable by us or Ms. Blackstone at any time, upon 15-days' notice. Under the employment agreement, Ms. Blackstone was issued 200,000 shares of our common stock, which shares were valued at $0.026 per share, or $5,200, in the aggregate. In addition, Ms. Blackstone is paid $1,500 per month and is entitled to a commission equal to 10% of the net proceeds on any business generated by her during the term of the employment agreement, payable in perpetuity in cash.

Policy for approval of related-person transactions

Prior to this Offering, we have not had a formal policy regarding approval of transactions with related persons. In connection with this Offering, our Board of Directors has adopted a related-person transaction policy that sets forth our procedures for the identification, review, consideration and approval or ratification for the review of any transaction, arrangement or relationship in which we are a participant, the amount involved exceeds $120,000 and one of our executive officers, directors, director nominees or each person whom we know to beneficially own more than 5% of our outstanding shares of common stock (a "5% shareholder") (or their immediate family members), each of whom we refer to as a "related person," has a direct or indirect material interest.

If a related person proposes to enter into such a transaction, arrangement or relationship, which we refer to as a "related-person transaction," the related person must report the proposed related-person transaction to our outside general counsel. The policy calls for the proposed related-person transaction to be reviewed by and if deemed appropriate approved by, the audit committee of our board of directors. Whenever practicable, the reporting, review and approval will occur prior to entry into the transaction. If advance review and approval is not practicable, the audit committee will review and, in its discretion, may ratify the related-person transaction. The policy also permits the chair of the audit committee to review, and if deemed appropriate approve, proposed related-person transactions that arise between audit committee meetings, subject to ratification by the audit committee at its next meeting. Any related-person transactions that are ongoing in nature will be reviewed annually.

A related-person transaction reviewed under the policy will be considered approved or ratified if it is authorized by the audit committee after full disclosure of the related person's interest in the transaction. As appropriate for the circumstances, the committee will review and consider:

- the related person's interest in the related-person transaction;
- the approximate dollar amount involved in the related-person transaction;
- the approximate dollar amount of the related person's interest in the transaction without regard to the amount of any profit or loss;
- whether the transaction was undertaken in the ordinary course of our business;
- whether the terms of the transaction are no less favorable to us than terms that could have been reached with an unrelated third party;
- the purpose of, and the potential benefits to us of, the related-person transaction; and
- any other information regarding the related-person transaction or the related person in the context of the proposed transaction that would be material to investors in light of the circumstances of the particular transaction.

The audit committee may approve or ratify the transaction only if the audit committee determines that, under all of the circumstances, the transaction is not inconsistent with our best interests. The audit committee may impose any conditions on the related-person transaction that it deems appropriate.

The policy provides that transactions involving compensation of executive officers shall be reviewed and approved by the compensation committee of our board of directors in the manner specified in its charter.

DESCRIPTION OF SECURITIES

General

Our authorized capital stock consists of (a) 1,250,000,000 shares of common stock, $.001 par value per share; and (b) 7,000,000 shares of preferred stock, $.001 par value per share, all of which have been designated Convertible Preferred Stock.

As of the date of this Prospectus, there were (x) 326,327,848 shares of our common stock issued and outstanding held by approximately 28 holders of record; and (y) 7,000,000 shares of Convertible Preferred Stock were issued and outstanding held by three (3) holders of record.

Common Stock

General. The holders of our common stock currently have (a) equal ratable rights to dividends from funds legally available therefore, when, as and if declared by our Board of Directors; (b) are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of the affairs of the Company; (c) do not have preemptive, subscriptive or conversion rights and there are no redemption or sinking fund provisions or rights applicable thereto; and (d) are entitled to one non-cumulative vote per share on all matters on which shareholders may vote. Our bylaws provide that, at all meetings of the shareholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. On all other matters, except as otherwise required by Nevada law or our Articles of Incorporation, as amended, a majority of the votes cast at a meeting of the shareholders shall be necessary to authorize any corporate action to be taken by vote of the shareholders.

Non-cumulative Voting. Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in such event, the holders of the remaining shares will not be able to elect any of our directors.

Pre-emptive Rights. As of the date of this Prospectus, no holder of any shares of our capital stock has pre-emptive or preferential rights to acquire or subscribe for any unissued shares of any class of our capital stock not otherwise disclosed herein.

Convertible Preferred Stock

Voting Rights. The Convertible Preferred Stock has the following voting rights: each share of Convertible Preferred Stock shall vote on all matters as a class with the holders of common stock and each share of Convertible Preferred Stock shall be entitled to the number of votes equal to the "conversion rate," or 100 votes per share.

Dividends. The shares of Convertible Preferred Stock shall be treated pari passu with our common stock, except that the dividend on each share of Convertible Preferred Stock shall be equal to the amount of the dividend declared and paid on each share of common stock multiplied by the Conversion Rate, or 100 shares.

Conversion Rights. Each share of Convertible Preferred Stock is convertible into 100 shares of our common stock at any time.

Convertible Promissory Notes

The table below sets forth information with respect to the Convertible Notes as of the date of this Prospectus. None of the Convertible Notes contains restrictive covenants with respect to the conduct of our business. In addition to the terms set forth in the table below, each of the Convertible Notes (a) may be prepaid by the Company at any time without penalty, (b) would be in default should the Company (i) fail to make any required payment when due, following a five-day cure period, or (ii) file for bankruptcy protection, (iii) become the subject of an involuntary bankruptcy proceeding and such proceeding shall not have been dismissed within 30 days or (iv) there shall have been appointed a receiver of the Company and such appointment shall remain beyond 120 days, (c) require the Company to register the shares of common stock underlying the Convertible Notes in the Registration Statement of which this Prospectus forms a part, and (d) no conversion of a Convertible Note shall be permitted should any such conversion cause the converting holder's ownership of Company common stock to exceed 4.99%.

Description of Terms		Principal Balance as of the Date of this Prospectus
Issued Date, February 7, 2021: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share.	$	150,000
Issue Date, November 4, 2021: $250,000 original principal amount, with $125,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares. In addition, this note is convertible at any time, at the sole discretion of its holder, into shares of Company common stock at a conversion price of $0.01 per share.	$	250,000
Issue Date, October 1, 2022: $150,000 original principal amount, with $75,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable October 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	150,000
Issue Date, November 1, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Homeopathic Partners, Inc.; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Issue Date, September 1, 2022: $60,000 original principal amount, with $30,000 of original issue discount (OID), issued to Steven J. Preiss; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	60,000
Issue Date, August 30, 2022: $50,000 original principal amount, with $25,000 of original issue discount (OID), issued to Michael Magliochetti, Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	50,000
Issue Date, August 30, 2022: $100,000 original principal amount, with $50,000 of original issue discount (OID), issued to Michael Magliochetti, Jr.; payable August 31, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Issue Date, August 31, 2022: $80,000 original principal amount, with $40,000 of original issue discount (OID), issued to Christopher Wald; payable September 1, 2023; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	80,000
Issue Date, January 16, 2023: $100,000 original principal amount, with $30,000 of original issue discount (OID), issued to William R. Yahner, Jr.; payable January 16, 2024; as one of the Subject Convertible Notes, convertible into Conversion Shares at a price equal to 80% of the offering price for all of the Offered Shares.	$	100,000
Total	**$**	**$1,040,000.00**

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this Offering, there has been a limited public market for our common stock and a liquid trading market for our common stock may not develop or be sustained after this Offering. Future sales of our common stock in the public market after this Offering, or the perception that those sales may occur, could cause the prevailing market price for our common stock to fall or impair our ability to raise equity capital in the future. Future sales of our common stock in the public market either before (to the extent permitted) or after restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our common stock at such time and our ability to raise equity capital at a time and price we deem appropriate.

Sale of restricted shares

All of the shares of common stock to be sold in this Offering, and any shares sold upon exercise of the underwriters' option to purchase additional shares of common stock, will be freely tradable in the public market without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 of the Securities Act. All remaining shares of common stock held by existing shareholders immediately prior to the consummation of this Offering will be "restricted securities" as such term is defined in Rule 144. These restricted securities were issued and sold by us in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualified for an exemption from registration under the Securities Act, including the exemptions provided by Rule 144 or Rule 701.

Rule 144

In general, under Rule 144, as currently in effect, once we have been subject to the public company reporting requirements of the Exchange Act, for at least 90 days, a person (or persons whose shares are required to be aggregated) who is not deemed to have been one of our "affiliates" for purposes of Rule 144 at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months, including the holding period of any prior owner other than one of our "affiliates," is entitled to sell those shares in the public market (subject to the lock-up agreement referred to below, if applicable) without complying with the manner of sale, volume limitations or notice provisions of Rule 144, but subject to compliance with the public information requirements of Rule 144. Rule 144(a)(1) defines an "affiliate" of an issuing company as a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer. Directors, officers and holders of ten percent or more of our voting securities (including securities which are issuable within the next 60 days) are deemed to be affiliates of the issuing company. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than "affiliates," then such person is entitled to sell such shares in the public market without complying with any of the requirements of Rule 144 (subject to the lock-up agreement referred to below, if applicable). In general, under Rule 144, as currently in effect, once we have been subject to the public company reporting requirements of the Exchange Act for at least 90 days, our "affiliates," as defined in Rule 144, who have beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than one of our "affiliates," are entitled to sell in the public market, upon expiration of any applicable lock-up agreements and within any three-month period, a number of those shares of our common stock that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding, which will equal approximately 10,000,000 shares of common stock immediately after this Offering, assuming the sale of all of the Offered Shares; or

- the average weekly trading volume of our common stock on the NYSE American during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Such sales under Rule 144 by our "affiliates" or persons selling shares on behalf of our "affiliates" are also subject to certain manner of sale provisions, notice requirements and to the availability of current public information about us.

PLAN OF DISTRIBUTION

The Offered Shares will be sold in a "direct public offering" through our Sole Officer and Director, Anne B. Blackstone, who may be considered an underwriter as that term is defined in Section 2(a)(11). Ms. Blackstone will not receive any commission in connection with the sale of shares, although we may reimburse her for expenses incurred in connection with the offer and sale of the Offered Shares. Ms. Blackstone intends to sell the Offered Shares being registered according to the following plan of distribution:

- Offered Shares will be offered to friends, family and business associates and contacts of Ms. Blackstone. Ms. Blackstone will be relying on, and complying with, Rule 3a4 1(a)(4)(ii) of the Securities Exchange Act of 1934 as a "safe harbor" from registration as a broker dealer in connection with the offer and sales of the Offered Shares. In order to rely on such "safe harbor" provisions provided by Rule 3a4 1(a) (4) (ii), Ms. Blackstone must be in compliance with all of the following:
    - she must not be subject to a statutory disqualification;
    - she must not be compensated in connection with such selling participation by payment of commissions or other payments based either directly or indirectly on such transactions;
    - she must not be an associated person of a broker dealer;
    - she must primarily perform, or is intended primarily to perform at the end of the Offering, substantial duties for or on behalf of the Company otherwise than in connection with transactions in securities; and
    - she must perform substantial duties for the issuer after the close of the Offering not connected with transactions in securities, and not have been associated with a broker or dealer for the preceding 12 months, and not participate in selling an offering of securities for any issuer more than once every 12 months.

Ms. Blackstone will comply with the guidelines enumerated in Rule 3a4 1(a)(4)(ii). Neither Ms. Blackstone, nor any of her affiliates, will be purchasing shares in this Offering.

You may purchase Offered Shares by completing and manually executing a subscription agreement and delivering it with your payment in full for all subscribed Offered Shares to our offices. A form of the required subscription agreement is attached as an exhibit to our registration statement of which this Prospectus is a part. Your subscription shall not become effective until accepted by us and approved by our counsel. Acceptance will be based upon confirmation that you have purchased the Offered Shares in a state in which the Offered Shares have been registered or in a state for which there is an exemption from registration. Our subscription process is as follows:

- Prospectus, with subscription agreement, will be delivered by us to each offeree;
- the subscription is completed by the offeree and sent to Ms. Blackstone, as instructed in the subscription agreement;
- each subscription will be reviewed by our counsel to confirm the subscribing party completed the form, and to confirm the state of acceptance;
- once approved by counsel, the subscription will be accepted by Ms. Blackstone, and the subscribing party will be directed to deliver funds to us, as directed by Ms. Blackstone;
- subscriptions not accepted will be returned, together with all funds, if any, with the subscription within three business days of our receipt of such subscription, without interest or deduction of any kind.

In addition, and upon the effectiveness of this Offering, a total of $940,000 of principal amount of the Convertible Notes will, by their terms, be eligible for conversion into the Conversion Shares, at the election of their respective holders, at a price equal to 80% of the offering price for all of the Offered Shares, or $___[0.75-1.00] per Conversion Share. (See "*Use of Proceeds and A Description of Securities Convertible Promissory Notes*").

TRANSFER AGENT AND REGISTRAR

Transfer Agent

We have retained the services of Standard Registrar & Transfer Co., Inc., 440 East 400 South, Suite 200, Salt Lake City, Utah 84111, as the transfer agent for our common stock. Standard Registrar & Transfer Co.'s website is located at: www.standardtransferco.com. No information found on Standard Registrar & Transfer Co.'s website is part of this Prospectus.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On September 30, 2022, we engaged Assurance Dimensions, Inc. as our independent registered public accounting firm. During the two most recent fiscal years, and the subsequent interim period through the date of engagement, neither we, nor anyone engaged on our behalf, consulted with Assurance Dimensions, Inc. regarding either the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements.

The engagement of our independent public accountants was approved by our Sole Director.

LEGAL MATTERS

The engagement of our independent public accountants was approved by our sole director.

EXPERTS

Our balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in stockholders' equity and cash flows for the years ended December 31, 2022 and 2021, included in this Prospectus have been audited by Assurance Dimensions, Inc., independent registered public accounting firm, as indicated in their report with respect thereto, and have been so included in reliance upon the report of such firm given on their authority as experts in accounting and auditing.

DISCLOSURE OF COMMISSION'S POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

In the opinion of the Securities and Exchange Commission, indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act and is, therefore, unenforceable. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

NEVADA ANTI-TAKEOVER LAW

The provisions of Nevada law may have the effect of delaying, deferring or preventing another party from acquiring control of us. These provisions, summarized below, may discourage and prevent coercive takeover practices and inadequate takeover bids.

Nevada law contains a provision governing "acquisition of controlling interest." This law provides generally that any person or entity that acquires 20% or more of the outstanding voting shares of a publicly held Nevada corporation in the secondary public or private market may be denied voting rights with respect to the acquired shares, unless a majority of the disinterested shareholders of the corporation elects to restore such voting rights in whole or in part. The control share acquisition act provides that a person or entity acquires "control shares" whenever it acquires shares that, but for the operation of the control share acquisition act, would bring its voting power within any of the following three ranges: 20 to 33 1/3%; 33 1/3 to 50%; or more than 50%.

A "control share acquisition" is generally defined as the direct or indirect acquisition of either ownership or voting power associated with issued and outstanding control shares. The shareholders or board of directors of a corporation may elect to exempt the stock of the corporation from the provisions of the control share acquisition act through adoption of a provision to that effect in the articles of incorporation or bylaws of the corporation. Our articles of incorporation and bylaws do not exempt our common stock from the control share acquisition act.

The control share acquisition act is applicable only to shares of "Issuing Corporations" as defined by the Nevada law. An Issuing Corporation is a Nevada corporation which (i) has 200 or more shareholders, with at least 100 of such shareholders being both shareholders of record and residents of Nevada, and (ii) does business in Nevada directly or through an affiliated corporation.

At this time, we do not believe we have 100 shareholders of record resident of Nevada and we do not conduct business in Nevada directly. Therefore, we do not believe that the provisions of the control share acquisition act will apply to acquisitions of our shares and will not until such time as these requirements have been met. At such time as they may apply, the provisions of the control share acquisition act may discourage companies or persons interested in acquiring a significant interest in or control of us, regardless of whether such acquisition may be in the interest of our shareholders.

The Nevada "Combination with Interested Stockholders Statute" may also have an effect of delaying or making it more difficult to effect a change in control of us. This statute prevents an "interested stockholder" and a resident domestic Nevada corporation from entering into a "combination," unless certain conditions are met. The statute defines "combination" to include any merger or consolidation with an "interested stockholder," or any sale, lease, exchange, mortgage, pledge, transfer or other disposition, in one transaction or a series of transactions with an "interested stockholder" having (i) an aggregate market value equal to 5% or more of the aggregate market value of the assets of the corporation, (ii) an aggregate market value equal to 5% or more of the aggregate market value of all outstanding shares of the corporation, or (iii) representing 10% or more of the earning power or net income of the corporation.

An "interested stockholder" means the beneficial owner of 10% or more of the voting shares of a resident domestic corporation, or an affiliate or associate thereof. A corporation affected by the statute may not engage in a "combination" within three years after the interested stockholder acquires its shares unless the combination or purchase is approved by the board of directors before the interested stockholder acquired such shares. If approval is not obtained, then after the expiration of the three year period, the business combination may be consummated with the approval of the board of directors or a majority of the voting power held by disinterested stockholders, or if the consideration to be paid by the interested stockholder is at least equal to the highest of (i) the highest price per share paid by the interested stockholder within the three years immediately preceding the date of the announcement of the combination or in the transaction in which he became an interested stockholder, whichever is higher, (ii) the market value per common share on the date of announcement of the combination or the date the interested stockholder acquired the shares, whichever is higher, or (iii) if higher for the holders of preferred stock, the highest liquidation value of the preferred stock.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC the Registration Statement on Form S 1 under the Securities Act with respect to the Shares being offered by this Prospectus. This Prospectus, which constitutes a part of the Registration Statement, does not contain all of the information in the Registration Statement and its exhibits. For further information with respect to the Company and the Shares offered by this Prospectus, you should refer to the Registration Statement and the exhibits filed as a part thereof. Statements contained in this Prospectus as to the contents of any contract or any other document referred to are not necessarily complete and, in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the Registration Statement. Each of these statements is qualified in all respects by this reference.

We are subject to the informational requirements of the Exchange Act and file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read our SEC filings, including the Registration Statement, over the Internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street, N.E., Washington, D.C. 20549. You may also obtain copies of these documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1 800 SEC 0330 for further information on the operation of the public reference facilities. You may also request a copy of these filings, at no cost, by writing or telephoning us at: Ludwig Enterprises, Inc., 1749 Victorian Avenue, #C-350, Sparks, Nevada 89431; our telephone number is (954) 908-3366.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE INFORMATION DIFFERENT FROM THAT CONTAINED IN THIS PROSPECTUS. WE ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY, SHARES OF COMMON STOCK ONLY IN JURISDICTIONS WHERE OFFERS AND SALES ARE PERMITTED. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS ACCURATE ONLY AS OF THE DATE OF THIS PROSPECTUS REGARDLESS OF THE TIME OF DELIVERY OF THIS PROSPECTUS, OR OF ANY SALE OF OUR COMMON STOCK.

INDEX TO FINANCIAL STATEMENTS

Ludwig Enterprises, Inc.
Financial Statements

Three Months Ended March 31, 2023 and 2022

Years Ended December 31, 2022 and 2021

Ludwig Enterprises, Inc.
Consolidated Balance Sheets

	March 31, 2023 (Unaudited)	December 31, 2022
Assets		
Current Assets		
Cash	$ 288,310	$ 516,195
Deposits	23,865	—
Total Current Assets	312,175	516,195
Total Assets	$ 312,175	$ 516,195
Liabilities and Stockholders' Deficit		
Current Liabilities		
Accounts payable and accrued expenses	$ 9,554	$ 6,882
Notes payable - net	507,136	507,136
Convertible notes payable - net	1,051,081	828,344
Total Current Liabilities	1,567,771	1,342,362
Stockholders' Deficit		
Preferred stock - $0.001 par value; convertible, 7,000,000 shares authorized; 7,000,000 and 7,000,000 shares issued and outstanding, respectively	7,000	7,000
Common stock - $0.001 par value, 1,250,000,000 shares authorized 316,678,929 and 315,188,929 shares issued and outstanding, respectively	316,678	315,188
Common stock issuable (200,000 and 200,000 shares, respectively, at $0.001 par value)	33,000	33,000
Additional paid-in capital	1,149,487	604,577
Accumulated deficit	(2,761,761)	(1,785,932)
Total Stockholders' Deficit	(1,255,596)	(826,167)
Total Liabilities and Stockholders' Deficit	$ 312,175	$ 516,195

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Ludwig Enterprises, Inc.
Consolidated Statements of Operations
(Unaudited)

	Three Months Ended March 31,	
	2023	**2022**
Operating expenses		
Research and development	$ 410,016	$ —
General and administrative expenses	410,504	928
Total operating expenses	820,520	(928)
Loss from operations	(820,520)	(928)
Other income (expense)		
Amortization of debt discount	(152,737)	(83,767)
Interest expense	(2,572)	(2,810)
Total other income (expense) - net	(155,309)	(86,574)
Net loss	$ (975,829)	$ (87,502)
Loss per share - basic and diluted	$ (0.00)	$ (0.00)
Weighted average number of shares - basic and diluted	316,055,485	311,838,929

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Ludwig Enterprises, Inc.
Consolidated Statements of Changes in Stockholders' Deficit
For the Three Months Ended March 31, 2023
(Unaudited)

	Convertible Preferred Stock		Common Stock		Common Stock Issuable		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
December 31, 2022	**7,000,000**	**$ 7,000**	**315,188,929**	**$ 315,188**	**200,000**	**$ 33,000**	**$ 604,577**	**$ (1,785,932)**	**$ (826,167)**
Stock issued for license fee	—	—	1,000,000	1,000	—	—	369,000	—	370,000
Stock issued for services	—	—	490,000	490	—	—	175,910	—	176,400
Net loss	—	—	—	—	—	—	—	(975,829)	(975,829)
March 31, 2023	**7,000,000**	**$ 7,000**	**316,678,929**	**$ 316,678**	**200,000**	**$ 33,000**	**$ 1,149,487**	**$ (2,761,761)**	**$ (1,255,596)**

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Ludwig Enterprises, Inc.
Consolidated Statements of Changes in Stockholders' Deficit
For the Three Months Ended March 31, 2022
(Unaudited)

	Convertible Preferred Stock		Series B, Preferred Stock		Common Stock		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
December 31, 2021	**—**	**$ —**	—	$ —	**311,838,929**	**$ 311,838**	**$ 451,227**	**$ (820,782)**	**$ (57,717)**
Debt discount - beneficial conversion feature	—	—	—	—	—	—	75,000	—	75,000
Net loss	—	—	—	—	—	—	—	(87,502)	(87,502)
March 31, 2022	**—**	**$ —**	—	—	**311,838,929**	**$ 311,838**	**$ 526,227**	**$ (908,284)**	**$ (70,219)**

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Ludwig Enterprises, Inc.
Consolidated Statements of Cash Flows
(Unaudited)

	Three Months Ended March 31,	
	2023	**2022**
Operating activities		
Net loss	$ (975,829)	$ (87,502)
Adjustments to reconcile net loss to net cash used in operations		
Stock issued for services	176,400	—
Stock issued for license fee	370,000	—
Amortization of debt discount	152,737	83,764
Changes in operating assets and liabilities		
Increase (decrease) in		
Deposits	(23,865)	
Increase (decrease) in		
Accounts payable and accrued expenses	2,672	2,809
Net cash used in operating activities	(297,885)	(929)
Financing activities		
Proceeds from convertible notes payable - net	70,000	75,000
Net cash provided by financing activities	70,000	75,000
Net increase in cash	(227,885)	74,071
Cash - beginning of year	516,195	125,000
Cash - end of year	$ 288,310	$ 199,071
Supplemental disclosure of cash flow information	@ @$ —	
Cash paid for income tax	$ —	$ —
Supplemental disclosure of non-cash investing and financing activities		
Original issuance debt discount	$ 30,000	$ —
Debt discount - beneficial conversion feature	$ —	$ 75,000

The accompanying notes are an integral part of these unaudited consolidated financial statements

Note 1 - Organization and Nature of Operations

Organization and Nature of Operations

Ludwig Enterprises, Inc. (collectively, "we," "us," "our" or the "Company"), a Nevada Corporation (incorporated February 2006).

The Company is currently seeking to develop products and services through the use of cutting-edge technologies in the health care industry.

Formation of Subsidiaries

On May 18, 2022, the Company formed mRNA for Life, Inc. ("mRNA"), a Wyoming corporation, which is a wholly-owned subsidiary of the Company. mRNA is expected to produce supplements to address clinical diagnoses from mRNA cheek swabs.

On November 18, 2022, the Company formed Precision Genomics, Inc. ("PGI"), a Wyoming corporation, which is a wholly-owned subsidiary of the Company. PGI will be developing proprietary medical artificial intelligence ("AI") technology that uses mRNA inflammatory language to potentially capture an inflammatory snapshot of disease and the body's response to treatment.

Liquidity, Going Concern and Management's Plans

These financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business.

As reflected in the accompanying financial statements, for the three months ended March 31, 2023, the Company had:

- Net loss of $975,829; and
- Net cash used in operations was $297,885

Additionally, at March 31, 2023, the Company had:

- Accumulated deficit of $2,761,761
- Stockholders' deficit of $1,255,596; and
- Working capital deficit of $1,255,596

The Company has cash on hand of $288,310 at March 31, 2023. The Company does not expect to generate sufficient revenues and positive cash flows from operations to meet its current obligations. However, the Company may seek to raise debt or equity-based capital at favorable terms, though such terms are not certain.

These factors create substantial doubt about the Company's ability to continue as a going concern within the twelve-month period subsequent to the date that these financial statements are issued.

The consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. Accordingly, the financial statements have been prepared on a basis that assumes the Company will continue as a going concern and which contemplates the realization of assets and satisfaction of liabilities and commitments in the ordinary course of business.

Management's strategic plans include the following:

- Execute business operations more fully during the year ended December 31, 2023,
- Seek out strategic acquisitions of health care technology; and
- Explore prospective partnership opportunities

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial statements ("U.S. GAAP"). Accordingly, they do not contain all information and footnotes required by accounting principles generally accepted in the United States of America for annual financial statements.

In the opinion of the Company's management, the accompanying unaudited consolidated financial statements contain all of the adjustments necessary (consisting only of normal recurring accruals) to present the financial position of the Company as of March 31, 2023 and the results of operations and cash flows for the periods presented. The results of operations for the three months ended March 31, 2023 are not necessarily indicative of the operating results for the full fiscal year or any future period.

These unaudited consolidated financial statements should be read in conjunction with the financial statements and related notes thereto included in the Company's registration statement on Form S1 for the year ended December 31, 2022 filed with the SEC on April 26, 2023.

Management acknowledges its responsibility for the preparation of the accompanying unaudited consolidated financial statements which reflect all adjustments, consisting of normal recurring adjustments, considered necessary in its opinion for a fair statement of its consolidated financial position and the consolidated results of its operations for the periods presented.

Principles of Consolidation

These consolidated financial statements have been prepared in accordance with U.S. GAAP and include the accounts of the Company and its wholly owned subsidiary mRNA. All intercompany transactions and balances have been eliminated.

Business Segments

The Company uses the "management approach" to identify its reportable segments. The management approach requires companies to report segment financial information consistent with information used by management for making operating decisions and assessing performance as the basis for identifying the Company's reportable segments. The Company has identified one single reportable operating segment. The Company manages its business on the basis of one operating and reportable segment.

Use of Estimates

Preparing financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reported period. Actual results could differ from those estimates, and those estimates may be material.

Changes in estimates are recorded in the period in which they become known. The Company bases its estimates on historical experience and other assumptions, which include both quantitative and qualitative assessments that it believes to be reasonable under the circumstances.

Significant estimates during the three months ended March 31, 2023 and 2022 include valuation of stock-based compensation, uncertain tax positions, and the valuation allowance on deferred tax assets.

Fair Value of Financial Instruments

The Company accounts for financial instruments under Financial Accounting Standards Board ("FASB") ASC 820, *Fair Value Measurements*. ASC 820 provides a framework for measuring fair value and requires disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, based on the Company's principal or, in absence of a principal, most advantageous market for the specific asset or liability.

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs, when determining fair value. The three tiers are defined as follows:

- Level 1 - Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 - Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3 - Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions.

The determination of fair value and the assessment of a measurement's placement within the hierarchy requires judgment. Level 3 valuations often involve a higher degree of judgment and complexity. Level 3 valuations may require the use of various cost, market, or income valuation methodologies applied to unobservable management estimates and assumptions. Management's assumptions could vary depending on the asset or liability valued and the valuation method used. Such assumptions could include estimates of prices, earnings, costs, actions of market participants, market factors, or the weighting of various valuation methods. The Company may also engage external advisors to assist us in determining fair value, as appropriate.

Although the Company believes that the recorded fair value of our financial instruments is appropriate, these fair values may not be indicative of net realizable value or reflective of future fair values.

The Company's financial instruments are carried at historical cost. At March 31, 2023 and December 31, 2022, respectively, the carrying amounts of these instruments approximated their fair values because of the short-term nature of these instruments.

ASC 825-10 *"Financial Instruments"* allows entities to voluntarily choose to measure certain financial assets and liabilities at fair value ("fair value option"). The fair value option may be elected on an instrument-by-instrument basis and is irrevocable unless a new election date occurs. If the fair value option is elected for an instrument, unrealized gains and losses for that instrument should be reported in earnings at each subsequent reporting date. The Company did not elect to apply the fair value option to any outstanding financial instruments.

Cash and Cash Equivalents and Concentration of Credit Risk

For purposes of the statements of cash flows, the Company considers all highly liquid instruments with a maturity of three months or less at the purchase date and money market accounts to be cash equivalents.

At March 31, 2023 and December 31, 2022, respectively, the Company did not have any cash equivalents.

The Company is exposed to credit risk on its cash and cash equivalents in the event of default by the financial institutions to the extent account balances exceed the amount insured by the FDIC, which is $250,000.

At March 31, 2023 and December 31, 2022, the Company's cash balances exceeded FDIC insured limits by $38,310 and $256,583, respectively. The Company did not have any losses on cash in excess of the insured FDIC limit.

Derivative Liabilities

The Company analyzes all financial instruments with features of both liabilities and equity under FASB ASC Topic No. 480, ("ASC 480"), "*Distinguishing Liabilities from Equity"* and FASB ASC Topic No. 815, ("ASC 815") "Derivatives and Hedging". Derivative liabilities are adjusted to reflect fair value at each reporting period, with any increase or decrease in the fair value recorded in the results of operations (other income/expense) as a gain or loss on the change in fair value of derivative liabilities. The Company uses a binomial pricing model to determine fair value of these instruments.

Upon conversion or repayment of a debt instrument in exchange for shares of common stock, where the embedded conversion option has been bifurcated and accounted for as a derivative liability (generally convertible debt and warrants), the Company records the shares of common stock at fair value, relieves all related debt, derivatives, and debt discounts, and recognizes a net gain or loss on debt extinguishment.

Equity instruments that are initially classified as equity that become subject to reclassification under ASC Topic 815 are reclassified to liabilities at the fair value of the instrument on the reclassification date.

At March 31, 2023 and December 31, 2022, the Company had no derivative liabilities.

Convertible Notes with Fixed Rate Conversion Options

The Company may enter into convertible notes, some of which may contain fixed rate conversion features, whereby the outstanding principal and accrued interest may be converted, by the holder, into common shares at a fixed discount to the price of the common stock at the time of conversion. The Company measures the fair value of the notes at the time of issuance, which is the result of the share price discount at the time of conversion and records the premium to interest expense on the note issuance date.

Beneficial Conversion Features

For instruments that are not considered liabilities under ASC 480 or ASC 815, the Company applies ASC 470-20 to convertible securities with beneficial conversion features that must be settled in stock. ASC 470-20 requires that the beneficial conversion feature be valued at the commitment date as the difference between the effective conversion price and the fair market value of the common stock (whereby the conversion price is lower than the fair market value) into which the security is convertible, multiplied by the number of shares into which the security is convertible limited to the amount of the loan. This amount is recorded as a debt discount and amortized to interest expense in the Consolidated Statements of Operations.

Debt Discount

For certain notes issued, the Company may provide the debt holder with an original issue discount. The original issue discount is recorded as a debt discount, reducing the face amount of the note, and is amortized to interest expense over the life of the debt, in the Consolidated Statements of Operations.

Debt Issue Cost

Debt issuance cost paid to lenders, or third parties are recorded as debt discounts and amortized to interest expense over the life of the underlying debt instrument, in the Consolidated Statements of Operations.

Research and Development

The Company accounts for research and development costs in accordance with ASC subtopic 730-10, Research and Development ("ASC 730-10").

Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved as defined under the applicable agreement. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred.

The Company incurred research and development expenses of $410,016 and $0 for the three months ended March 31, 2023 and 2022, respectively.

See Note 4.

Income Taxes

The Company accounts for income tax using the asset and liability method prescribed by ASC 740, *"Income Taxes"*. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the year in which the differences are expected to reverse. The Company records a valuation allowance to offset deferred tax assets if based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rates is recognized as income or loss in the period that includes the enactment date.

The Company follows the accounting guidance for uncertainty in income taxes using the provisions of ASC 740 "Income Taxes". Using that guidance, tax positions initially need to be recognized in the financial statements when it is more likely than not the position will be sustained upon examination by the tax authorities.

As of March 31, 2023 and December 31, 2022, respectively, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

The Company recognizes interest and penalties related to uncertain income tax positions in other expense. No interest and penalties related to uncertain income tax positions were recorded during the three months ended March 31, 2023 and 2022, respectively.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs are included as a component of general and administrative expense in the statements of operations.

The Company recognized $69,856 and $0 in marketing and advertising costs during the three months ended March 31, 2023 and 2022, respectively.

Stock-Based Compensation

The Company accounts for our stock-based compensation under ASC 718 "Compensation – Stock Compensation" using the fair value-based method. Under this method, compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. This guidance establishes standards for the accounting for transactions in which an entity exchanges it equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments.

The Company uses the fair value method for equity instruments granted to non-employees and use the Black-Scholes model for measuring the fair value of options.

The fair value of stock-based compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the vesting periods.

When determining fair value, the Company considers the following assumptions in the BlackScholes model:

- Exercise price,
- Expected dividends,
- Expected volatility,
- Risk-free interest rate; and
- Expected life of option

Basic and Diluted Earnings (Loss) per Share

Pursuant to ASC 260-10-45, basic loss per common share is computed by dividing net loss by the weighted average number of shares of common stock outstanding for the periods presented. Diluted loss per share is computed by dividing net loss by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during the period. Potentially dilutive common shares may consist of common stock issuable upon the conversion of stock options and warrants (using the treasury stock method), convertible preferred stock, convertible notes and contingently issuable shares. These common stock equivalents may be dilutive in the future.

At March 31, 2023 and 2022, respectively, the Company had the following common stock equivalents, which are potentially dilutive equity securities:

	March 31, 2023	March 31, 2022
Convertible Preferred Stock	700,000,000	—

Each share of preferred stock (7,000,000 and 0 shares, respectively) is convertible into 100 shares of common stock.

Related Parties

Parties are considered to be related to the Company if the parties, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal with if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Recent Accounting Standards

Changes to accounting principles are established by the FASB in the form of Accounting Standards Updates (“ASU’s”) to the FASB’s Codification. We consider the applicability and impact of all ASU’s on our financial position, results of operations, stockholders’ deficit, cash flows, or presentation thereof. Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates (“ASU”) through the date these financial statements were available to be issued and found the following recent accounting pronouncements issued, but not yet effective accounting pronouncements, are not expected to have a material impact on the financial statements of the Company.

In August 2020, FASB issued ASU 2020-06, Accounting for Convertible Instruments and Contracts in an Entity; Own Equity (“ASU 2020-06”), as part of its overall simplification initiative to reduce costs and complexity of applying accounting standards while maintaining or improving the usefulness of the information provided to users of financial statements. Among other changes, the new guidance removes from GAAP separation models for convertible debt that require the convertible debt to be separated into a debt and equity component, unless the conversion feature is required to be bifurcated and accounted for as a derivative or the debt is issued at a substantial premium. As a result, after adopting the guidance, entities will no longer separately present such embedded conversion features in equity and will instead account for the convertible debt wholly as debt. The new guidance also requires use of the “if-converted” method when calculating the dilutive impact of convertible debt on earnings per share, which is consistent with the Company’s current accounting treatment under the current guidance. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2023, and interim periods within those fiscal years, with early adoption permitted, but only at the beginning of the fiscal year.

This guidance was adopted on January 1, 2023. The adoption of ASU 2020-06 did not have a material impact on the Company's consolidated financial statements.

In March 2022, the Financial Accounting Standards Board (the "FASB") issued ASU 202202, Financial Instruments – Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures (“ASU 2022-02”), which eliminates the accounting guidance on troubled debt restructurings ("TDRs") for creditors in ASC 310, Receivables (Topic 310), and requires entities to provide disclosures about current period gross write-offs by year of origination. Also, ASU 2022-02 updates the requirements related to accounting for credit losses under ASC 326, Financial Instruments – Credit Losses (Topic 326), and adds enhanced disclosures for creditors with respect to loan refinancings and restructurings for borrowers experiencing financial difficulty. ASU 2022-02 was effective for the Company January 1, 2023. The adoption of ASU 2022-02 did not have a material impact on the Company's consolidated financial statements.

This guidance was adopted on January 1, 2023. The adoption of ASU 2022-02 did not have a material impact on the Company's consolidated financial statements.

Note 3 – Notes Payable and Convertible Notes Payable

Notes payable and Convertible Notes Payable are summarized as follows:

Maturity Date	Interest Rate	March 31, 2023	December 31, 2022
April 2023	**8% - 12%**	$ —	**$** 53,824
May 2033	**8%**	53,312	53,312
August 2023	0%	150,000	150,000
September *2023*	**0%**	790,000	790,000
November 2023	**0%**	692,858	692,858
January 2024	**0%**	153,824	—
		1,839,994	1,739,994
Less: unamortized debt discount		(281,777)	(404,514)
		$ 1,558,217	$ 1,335,480

Notes payable are detailed as follows:

Terms	Notes Payable	Notes Payable	Total
Issuance dates of notes	2020 and prior	2021	
Maturity date	April 2023 - May 2023	November 2022 - January 2024	
Interest rate	8%-12%	8%-12%	
Collateral	Unsecured	Unsecured	
Conversion rate	See below	See below	
Balance - December 31, 2021	$ 121,163	$ 14,792	$ 135,955
Proceeds (face amount of note)	—	150,000	150,000
Original issue debt discount	—	(75,000)	(75,000)
Amortization of debt discount	—	296,181	296,181
Balance - December 31, 2022	$ 121,163	$ 385,973	$ 507,136
No activity in 2023	—	—	—
Balance - March 31, 2023	$ 121,163	$ 385,973	$ 507,136

* See Note 4 regarding conversion of debt to equity.

Convertible Notes Payable are detailed as follows:

Terms	Convertible Notes Payable
Issuance dates of notes	February 2022 - January 2023
Maturity date	August 2023 - January 2024
Interest rate	Original Issued Discount Only
Collateral	Unsecured
Conversion rate	See below
Balance - December 31, 2021	$ —
Proceeds (face amount of note)	1,307,857
Original issue debt discount	(552,857)
Debt discount - beneficial conversion feature	(75,000)
Amortization of debt discount	138,871
Conversion of notes payable to common stock	9,473
Balance - December 31, 2022	$ 828,344
Proceeds (face amount of note)	100,000
Original issue debt discount	(30,000)
Amortization of debt discount	152,737
Balance - March 31, 2023	$ 1,051,081

Note Issued in 2023

In 2023, the Company issued an unsecured, one (1) year, original issue discount convertible note with a face amount of $100,000. This note contained an original issue discount of $30,000, resulting in net proceeds of $70,000.

The total debt discount of $30,000 is being amortized over the life of the convertible note and has been recorded as a component of other income (expense) – net in the accompanying consolidated statements of operations.

This note is convertible at a 20% discount to market upon the effectiveness of the Company's Form S-1 registration statement. This convertible note contains an embedded contingent conversion feature that until the contingency is resolved (declared effectiveness of the S1 registration statement) is not required to be accounted for in accordance with the related accounting guidance. The embedded feature in this convertible note was not accounted for at March 31, 2023.

Notes Issued in 2022

During 2022, the Company issued a convertible note payable for $150,000. In connection with the issuance of this note, the Company recorded an original discount of $75,000. Additionally, due to the fixed rate embedded conversion feature, the Company also recorded a beneficial conversion feature of $75,000, resulting in an increase to additional paid in capital. The Company received $75,000 in net proceeds.

The total debt discount of $150,000 is being amortized over the life of the convertible note and has been recorded as a component of other income (expense) – net in the accompanying consolidated statements of operations.

The remaining convertible notes issued in 2022 totaling $1,232,857 contained original issue discounts totaling $477,857, resulting in net proceeds of $755,000. These original issue discounts are being amortized over the life of the notes and have been recorded as a component of other income (expense) – net in the accompanying consolidated statements of operations.

Each of these convertible notes aggregating $1,232,857 are convertible at a 20% discount to market upon the effectiveness of the Company's Form S-1 registration statement. These convertible notes each contain an embedded contingent conversion feature that until the contingency is resolved (declared effectiveness of the S1 registration statement) is not required to be accounted for in accordance with the related accounting guidance. The embedded feature in these convertible notes was not accounted for at December 31, 2022.

Modification and Extinguishment of Convertible Notes Payable (Year Ended December 31, 2022)

Elimination of Conversion Options and Balance Sheet Classification

In April and June 2022, the Company eliminated the conversion options ($0.001 - $0.01/share) associated with all of its then outstanding convertible notes payable, including certain original issue discount notes.

On the date of modification, the Company determined that the present value of the cash flows of the modified debt instruments (including accrued interest) were greater than 10% different from the present value of the remaining cash flows under the original debt instruments. Additionally, the Company determined that the elimination of the conversion options were substantive on the date of modification.

As a result, the Company recorded a gain on debt extinguishment of $44,475 as follows:

Debt - prior to modification	$	151,611
Debt - after modification		107,136
Gain on debt extinguishment	$	44,475

Conversion of Accrued Interest Payable into Notes Payable

$9,473 of accrued interest payable on the convertible notes payable outstanding at the time of modification were added to the existing balance of various notes and carried forward as new notes.

Interest Rate

Prior to the modification, the convertible notes payable bore interest ranging from 8% to 15%. In connection with the modification, interest rates ranged from 8% to 12%.

There is no default interest rate for any notes or convertible notes issued.

Maturity Date

Prior to the modification, the convertible notes payable matured on various dates ranging from 2020 and prior through 2022. In connection with the modification, maturity dates ranged from April 2023 to May 2023.

Certain of these notes were extended to January 2024. See Note 5 for subsequent events regarding debt modifications/extinguishments and related debt conversions to common stock.

Note 4 – Stockholders' Deficit

The Company has two (2) classes of stock:

Common Stock

- 1,250,000,000 shares authorized
- $0.001 par value
- Voting at 1 vote per share

Preferred Stock

In May 2022 and December 2022, the Company's Articles of Incorporation, as amended, authorized the issuance of 7,000,000 shares of preferred stock which may be amended from time to time in one or more series. The Board of Directors is authorized to determine, prior to issuing any such series of preferred stock and without any vote or action by the shareholders, the rights, preferences, privileges and restrictions of the shares of such series, including dividend rights, voting rights, terms of redemption, the provisions of any purchase, retirement or sinking fund to be provided for the shares of any series, conversion and exchange rights, the preferences upon any distribution of the assets of the Company, including in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the preferences and relative rights among each series of preferred stock.

The Board of Directors has made the following designations of its preferred stock.

Series A, Convertible Preferred Stock

- 7,000,000 shares authorized.
- $0.001 par value.
- Conversion feature - each share of preferred stock is convertible into 100 shares of common stock.
- Voting - on an as converted basis with common stock, at the applicable conversion rate (100 votes for each share of convertible preferred held).
- Dividends - accrued only upon declaration of the board of directors, at the applicable conversion rate.
- Mandatorily redeemable (automatic conversion) on January 1, 2025. (See below amendment)
- Anti-dilution provision – rights exist for the period of two years after the convertible preferred shares were converted into common stock. Additionally, holders of the convertible preferred stock will have full ratchet anti-dilution protection rights at the rate of 65% calculated on a fully diluted basis. (See below amendment)

In connection with the issuance of these Series A, convertible preferred shares, the Company determined that there were no provisions within ASC 815 that were met, which would require derivative liability accounting treatment. Specifically, as noted below, upon amending the terms of the Series A, convertible preferred stock, at that time, there had been no new stock issuances of any type which may have triggered the anti-dilution provision.
In December 2022, the Company amended its articles of incorporation related to certain terms of its Series A, convertible preferred stock. At that time, the Company, along with approval from its convertible preferred stockholders agreed to remove provisions related to mandatory redemption as well as anti-dilution rights.

At March 31, 2023 and December 31, 2022, the Company had 7,000,000 and 7,000,000 shares issued and outstanding, respectively. See below for related issuances.

Equity Transactions for the Three Months Ended March 31, 2023

Stock Issued for Services

In February 2023, the Company issued 490,000 shares of common stock for services rendered, having a fair value of $176,400 ($0.36/share), based upon the quoted closing trading price.

Stock Issued for License

The Company issued 1,000,000 shares of common stock in exchange for the right to license, manufacture and market nutraceutical products. These shares had a fair value of $370,000 ($0.37/share), based upon the quoted closing trading price. Additionally, the Company was required to pay $0.10/bottle of product sold. In 2023, there were no sales of product.

The Company will expense the issuance of these shares as a component of research and development, since shortly after paying for the license, management concluded that it could not commercialize the technology.

Pursuant to Accounting Standard Codification 350 "Goodwill and Other Intangible Assets" ("ASC 350"), this guidance requires that assets with indefinite lives no longer be amortized, but instead be subject to annual impairment tests.

During the quarter ended March 31, 2023, management qualitatively assessed this intangible (license agreement) to determine whether testing was necessary.

Factors that management considered in this assessment included macroeconomic conditions, industry and market considerations, overall financial performance (both current and projected), changes in management and strategy, and changes in the composition and carrying amounts of net assets. This qualitative assessment indicated that it was more likely than not that the fair value of the reporting unit was less than it's carrying value, a quantitative assessment was then performed. Based on the qualitative analysis conducted during the quarter, management performed a quantitative analysis determining that the asset was not recoverable and would need to be expensed (and not capitalized) on the grant date.

In reaching our conclusion to expense the issuance on the grant date and in accordance with ASC 350-30-35-3, we evaluated pertinent factors in arriving at this estimate including the Company no longer pursuing commercialization of the license.

Ultimately, we concluded that since the intellectual property cannot be commercialized at this time, the expected use of the asset as well as the Company's historical experience (very limited) would not support capitalizing an asset that would have been deemed non recoverable on the acquisition date.

Equity Transactions for the Year Ended December 31, 2022

Stock Issued for Cash

The Company issued 6,000,000 shares of Series A, convertible preferred stock for $6,000 ($0.001/share).

Stock Issued for Option to Acquire Common Stock

The Company issued 1,000,000 shares of Series A, convertible preferred stock to an existing stockholder for the right to repurchase 172,159,473 shares of common stock for $122,873. The Company has until December 31, 2023 to exercise this option. At this time, the Company does not expect to exercise the option.

The Company recorded an expense of $1,000 ($0.001/share), based upon recent cash offerings of preferred stock with third parties. The expense has been included as a component of general and administrative expenses on the accompanying statements of operations.

Stock Issued for Services

The Company issued 2,450,000 shares of common stock for services rendered, having a fair value of $91,500 ($0.026 - $0.23/share), based upon the quoted closing trading price.

Stock Issued for Services – Related Party

The Company issued 200,000 shares of common stock to its Chief Executive Officer for services rendered, having a fair value of $5,200 ($0.026/share), based upon the quoted closing trading price of its common stock.

Acquisition of Designer Genomics International Corporation (Asset Purchase)

On July 1, 2022, the Company acquired the assets of Designer Genomics International Corporation (“DGI”) (a start-up entity) in exchange for 1,000,000 shares of common stock, having a fair value of $18,000 ($0.018/share), based upon the quoted closing trading price.

The assets of DGI consisted solely of the technological know-how of its owners. The Company was a dormant inactive entity at the time of asset purchase. The Company has recorded $18,000 as research and development expense in the accompanying consolidated statements of operations.

Pursuant to ASU 2017-01, Business Combinations (Topic 805): “Clarifying the Definition of a Business”, this acquisition was determined to be that of an asset and not a business, therefore, there was not a business combination requiring acquisition accounting or related financial reporting. Since this was deemed to be an asset purchase, this did not result in the recognition of goodwill or other identifiable intangible assets.

Cancellation of Common Stock

The Company cancelled 100,000 shares of common stock at par value. The net effect on stockholders' deficit was $0. These shares were originally issued in 2019 for a research and development project that was never completed.

Beneficial Conversion Feature

The Company recorded a beneficial conversion feature of $75,000 in connection with the issuance of a convertible note payable resulting in an increase to additional paid in capital.

See Note 3.

Note 5 – Subsequent Events

Modification of Notes Payable

In May 2023, the Company extended certain notes payable with a maturity date of April 2023 to January 2024.

On the date of modification, the Company determined that the present value of the cash flows of the modified debt instruments (including accrued interest) were less than 10% different from the present value of the remaining cash flows under the original debt instruments. Accordingly, no gain or loss on debt extinguishment was recorded.

Extinguishment of Convertible Notes Payable

In May 2023, the Company amended certain original issue discount notes aggregating $342,857 by adding a fixed conversion option of $0.11/share.

On the date of modification, the Company determined that the present value of the cash flows of the modified debt instruments (including unamortized debt discount) were greater than 10% different from the present value of the remaining cash flows under the original debt instruments. The Company determined that the addition of the fixed conversion option was substantive on the date of modification.

On the date of the modification, holders of these notes converted $342,857 into 3,116,882 shares of common stock ($0.11/share). Accordingly, no gain or loss was recognized upon debt conversion. Also, on the date of debt conversion, unamortized debt discount of $60,471 was amortized, resulting in each of these notes being accreted to their face value.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Of Ludwig Enterprises Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Ludwig Enterprises, Inc. and Subsidiaries (the Company) as of December 31, 2022 and 2021, and the related statements of operations, changes in stockholders' deficit and cash flows for each of the two years in the period ended December 31, 2022, and the related notes (collectively referred to as the financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021 and the results of its operations and its cash flows for each of the years in the two year period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters are matters arising from the current period audit of the financial statements that are required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

We did not identify any critical audit matters that need to be communicated.

We have served as the Company's auditor since 2022.

Margate, Florida
April 14, 2023

Ludwig Enterprises, Inc.
Consolidated Balance Sheets

	December 31, 2022	December 31, 2021
Assets		
Current Assets		
Cash	$ 516,195	$ 125,000
Total Current Assets	516,195	125,000
Total Assets	$ 516,195	$ 125,000
Liabilities and Stockholders' Deficit		
Current Liabilities		
Accounts payable and accrued expenses	$ 6,882	$ 46,762
Notes payable - net	507,136	—
Convertible notes payable - net	828,344	135,955
Total Current Liabilities	1,342,362	182,717
Stockholders' Deficit		
Preferred stock - $0.001 par value; convertible, 7,000,000 shares authorized; 7,000,000 and 0 shares issued and outstanding, repsectively	7,000	—
Common stock - $0.001 par value, 1,250,000,000 shares authorized 315,188,929 and 311,838,929 shares issued and outstanding, respectively	315,188	311,838
Common stock issuable (200,000 and 0 shares, respectively, at $0.001 par value)	33,000	—
Additional paid-in capital	604,577	451,227
Accumulated deficit	(1,785,932)	(820,782)
Total Stockholders' Deficit	(826,167)	(57,717)
Total Liabilities and Stockholders' Deficit	$ 516,195	$ 125,000

The accompanying notes are an integral part of these unaudited consolidated financial statements

Ludwig Enterprises, Inc.
Consolidated Statements of Operations

	Year Ended December 31,	
	2022	**2021**
Operating expenses		
Research and development	$ 410,016	$ 45,723
General and administrative expenses	410,504	—
Total operating expenses	820,520	45,723
Loss from operations	(820,520)	(45,723)
Other income (expense)		
Amortization of debt discount	(152,737)	(79,792)
Interest expense	(14,068)	(11,952)
Total other income (expense) - net	(404,645)	(91,744)
Net loss	$ (965,150)	$ (137,467)
Loss per share - basic and diluted	$ (0.00)	$ (0.00)
Weighted average number of shares - basic and diluted	313,736,463	331,209,483

The accompanying notes are an integral part of these unaudited consolidated financial statements

Ludwig Enterprises, Inc.
Consolidated Statements of Changes in Stockholders' Deficit

	Convertible Preferred Stock		Common Stock		Common Stock Issuable		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
December 31, 2021	**—**	**$ —**	**311,838,929**	**$ 311,838**	**—**	**$ —**	**$ 451,227**	**$ (820,782)**	**$ (57,717)**
Stock issued for cash	6,000,000	6,000	—	—	—	—	—	—	6,000
Stock issued for option to acquire common stock	1,000,000	1,000	—	—	—	—	—	—	1,000
Stock issued for services	—	—	2,250,000	2,250	200,000	33,000	56,250	—	91,500
Stock issued for services - related party	—	—	200,000	200	—	—	5,000	—	5,200
Stock issued for asset purchase	—	—	1,000,000	1,000	—	—	17,000	—	18,000
Cancellation of common stock	—	—	(100,000)	(100)	—	—	100	—	—
Debt discount - beneficial conversion feature	—	—	—	—	—	—	75,000	—	75,000
Net loss	—	—	—	—	—	—	—	(965,150)	(965,150)
December 31, 2022	**7,000,000**	**$ 7,000**	**315,188,929**	**$ 315,188**	**200,000**	**$ 33,000**	**$ 604,577**	**$ (1,785,932)**	**$ (826,167)**

The accompanying notes are an integral part of these unaudited consolidated financial statements

Ludwig Enterprises, Inc.
Consolidated Statements of Changes in Stockholders' Deficit

	Convertible Preferred Stock		Common Stock		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
December 31, 2020	**—**	**$ —**	**335,891,762**	**$ 335,891**	**$ 180,500**	**$ (683,315)**	**$ (166,924)**
Conversion of notes payable into common stock	—	—	8,047,167	8,047	72,127	—	80,174
Cancellation of common stock	—	—	(32,100,000)	(32,100)	32,100	—	—
Debt discount - beneficial conversion feature	—	—	—	—	166,500	—	166,500
Net loss	—	—	—	—	—	(137,467)	(137,467)
December 31, 2021	**—**	**$ —**	**311,838,929**	**$ 311,838**	**$ 451,227**	**$ (820,782)**	**$ (57,717)**

The accompanying notes are an integral part of these unaudited consolidated financial statements

Ludwig Enterprises, Inc.
Consolidated Statements of Cash Flows

	For the Year Ended December 31,	
	2022	**2021**
Operating activities		
Net loss	$ (975,829)	$ (137,467)
Adjustments to reconcile net loss to net cash used in operations		
Stock issued for services	91,500	—
Stock issued for services - related party	5,200	—
Stock issued for option to acquire common stock	1,000	—
Stock issued for asset purchase	18,000	—
Amortization of debt discount	435,052	79,792
Gain on debt extinguishment	(44,475)	—
Changes in operating assets and liabilities		
Increase (decrease) in		
Accounts payable and accrued expenses	14,068	11,952
Net cash used in operating activities	(444,805)	(45,723)
Financing activities		
Proceeds from preferred stock issued for cash	6,000	—
Proceeds from convertible notes payable - net	830,000	166,500
Net cash provided by financing activities	836,000	166,500
Net increase in cash	391,195	120,777
Cash - beginning of year	125,000	4,223
Cash - end of year	$ 516,195	$ 125,000
Supplemental disclosure of cash flow information		
Cash paid for interest	$ —	$ 9,364
Cash paid for income tax	$ —	$ —
Supplemental disclosure of non-cash investing and financing activities		
Cancellation of common stock	$ 100	$ 3,210
Conversion of accrued interest into convertible notes payable	$ 9,473	$ 80,174
Original issuance debt discount	$ 552,857	$ 125,000
Debt discount - beneficial conversion feature	$ 75,000	$ 166,500
Reclassification from convertible notes to notes payable	$ 507,136	$ —
Conversion of notes payable and accrued interest payable into common stock	$ —	$ 80,174

The accompanying notes are an integral part of these unaudited consolidated financial statements

Note 1 - Organization and Nature of Operations

Organization and Nature of Operations

Ludwig Enterprises, Inc. (collectively, "we," "us," "our" or the "Company"), a Nevada Corporation (incorporated February 2006).

The Company is currently seeking to develop products and services through the use of cutting-edge technologies in the health care industry.

Formation of Subsidiaries

On May 18, 2022, the Company formed mRNA for Life, Inc. ("mRNA"), a Wyoming corporation, which is a wholly-owned subsidiary of the Company. mRNA is expected to produce supplements to address clinical diagnoses from mRNA cheek swabs.

On November 18, 2022, the Company formed Precision Genomics, Inc. ("PGI"), a Wyoming corporation, which is a wholly-owned subsidiary of the Company. PGI will be developing proprietary medical artificial intelligence ("AI") technology that uses mRNA inflammatory language to potentially capture an inflammatory snapshot of disease and the body's response to treatment.

Liquidity, Going Concern and Management's Plans

These financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business.

As reflected in the accompanying financial statements, for the year ended December 31, 2022, the Company had:

- Net loss of $965,150; and
- Net cash used in operations was $444,805

Additionally, at December 31. 2022, the Company had:

- Accumulated deficit of $1,785,932
- Stockholders' deficit of $826,167; and
- Working capital deficit of $826,167

The Company has cash on hand of $516,195 at December 31, 2022. The Company does not expect to generate sufficient revenues and positive cash flows from operations to meet its current obligations. However, the Company may seek to raise debt or equity-based capital at favorable terms, though such terms are not certain.

These factors create substantial doubt about the Company's ability to continue as a going concern within the twelve-month period subsequent to the date that these financial statements are issued.

The consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. Accordingly, the financial statements have been prepared on a basis that assumes the Company will continue as a going concern and which contemplates the realization of assets and satisfaction of liabilities and commitments in the ordinary course of business.

Management's strategic plans include the following:

- Execute business operations more fully during the year ended December 31, 2023,
- Seek out strategic acquisitions of health care technology; and
- Explore prospective partnership opportunities

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Principles of Consolidation

These consolidated financial statements have been prepared in accordance with U.S. GAAP and include the accounts of the Company and its wholly owned subsidiary mRNA. All intercompany transactions and balances have been eliminated.

Business Segments

The Company uses the "management approach" to identify its reportable segments. The management approach requires companies to report segment financial information consistent with information used by management for making operating decisions and assessing performance as the basis for identifying the Company's reportable segments. The Company has identified one single reportable operating segment. The Company manages its business on the basis of one operating and reportable segment.

Use of Estimates

Preparing financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reported period. Actual results could differ from those estimates, and those estimates may be material.

Changes in estimates are recorded in the period in which they become known. The Company bases its estimates on historical experience and other assumptions, which include both quantitative and qualitative assessments that it believes to be reasonable under the circumstances.

Significant estimates during the years ended December 31, 2022 and 2021 include valuation of stock-based compensation, uncertain tax positions, and the valuation allowance on deferred tax assets.

Fair Value of Financial Instruments

The Company accounts for financial instruments under Financial Accounting Standards Board ("FASB") ASC 820, *Fair Value Measurements*. ASC 820 provides a framework for measuring fair value and requires disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, based on the Company's principal or, in absence of a principal, most advantageous market for the specific asset or liability.

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs, when determining fair value.
The three tiers are defined as follows:

- Level 1 - Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 - Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3 - Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions.

The determination of fair value and the assessment of a measurement's placement within the hierarchy requires judgment. Level 3 valuations often involve a higher degree of judgment and complexity. Level 3 valuations may require the use of various cost, market, or income valuation methodologies applied to unobservable management estimates and assumptions. Management's assumptions could vary depending on the asset or liability valued and the valuation method used. Such assumptions could include estimates of prices, earnings, costs, actions of market participants, market factors, or the weighting of various valuation methods. The Company may also engage external advisors to assist us in determining fair value, as appropriate.

Although the Company believes that the recorded fair value of our financial instruments is appropriate, these fair values may not be indicative of net realizable value or reflective of future fair values.

The Company's financial instruments are carried at historical cost. At December 31, 2022 and 2021, respectively, the carrying amounts of these instruments approximated their fair values because of the short-term nature of these instruments.

ASC 825-10 *"Financial Instruments"* allows entities to voluntarily choose to measure certain financial assets and liabilities at fair value ("fair value option"). The fair value option may be elected on an instrument-by-instrument basis and is irrevocable unless a new election date occurs. If the fair value option is elected for an instrument, unrealized gains and losses for that instrument should be reported in earnings at each subsequent reporting date. The Company did not elect to apply the fair value option to any outstanding financial instruments.

Cash and Cash Equivalents and Concentration of Credit Risk

For purposes of the statements of cash flows, the Company considers all highly liquid instruments with a maturity of three months or less at the purchase date and money market accounts to be cash equivalents.

At December 31, 2022 and 2021, respectively, the Company did not have any cash equivalents.

The Company is exposed to credit risk on its cash and cash equivalents in the event of default by the financial institutions to the extent account balances exceed the amount insured by the FDIC, which is $250,000.

At December 31, 2022 and 2021, the Company's cash balances exceeded FDIC insured limits by $256,583 and $0, respectively. The Company did not have any losses on cash in excess of the insured FDIC limit.

Derivative Liabilities

The Company analyzes all financial instruments with features of both liabilities and equity under FASB ASC Topic No. 480, ("ASC 480"), "*Distinguishing Liabilities from Equity"* and FASB ASC Topic No. 815, ("ASC 815") "*Derivatives and Hedging"*. Derivative liabilities are adjusted to reflect fair value at each reporting period, with any increase or decrease in the fair value recorded in the results of operations (other income/expense) as change in fair value of derivative liabilities. The Company uses a binomial pricing model to determine fair value of these instruments.

Upon conversion or repayment of a debt instrument in exchange for shares of common stock, where the embedded conversion option has been bifurcated and accounted for as a derivative liability (generally convertible debt and warrants), the Company records the shares of common stock at fair value, relieves all related debt, derivatives, and debt discounts, and recognizes a net gain or loss on debt extinguishment.

Equity instruments that are initially classified as equity that become subject to reclassification under ASC Topic 815 are reclassified to liabilities at the fair value of the instrument on the reclassification date.

At December 31, 2022 and 2021, the Company had no derivative liabilities.

Convertible Notes with Fixed Rate Conversion Options

The Company may enter into convertible notes, some of which may contain fixed rate conversion features, whereby the outstanding principal and accrued interest may be converted, by the holder, into common shares at a fixed discount to the price of the common stock at the time of conversion. The Company measures the fair value of the notes at the time of issuance, which is the result of the share price discount at the time of conversion and records the premium to interest expense on the note issuance date.

Beneficial Conversion Features

For instruments that are not considered liabilities under ASC 480 or ASC 815, the Company applies ASC 470-20 to convertible securities with beneficial conversion features that must be settled in stock. ASC 470-20 requires that the beneficial conversion feature be valued at the commitment date as the difference between the effective conversion price and the fair market value of the common stock (whereby the conversion price is lower than the fair market value) into which the security is convertible, multiplied by the number of shares into which the security is convertible limited to the amount of the loan. This amount is recorded as a debt discount and amortized to interest expense in the Consolidated Statements of Operations.

Debt Discount

For certain notes issued, the Company may provide the debt holder with an original issue discount. The original issue discount is recorded as a debt discount, reducing the face amount of the note, and is amortized to interest expense over the life of the debt, in the Consolidated Statements of Operations.

Debt Issue Cost

Debt issuance cost paid to lenders, or third parties are recorded as debt discounts and amortized to interest expense over the life of the underlying debt instrument, in the Consolidated Statements of Operations.

Research and Development

The Company accounts for research and development costs in accordance with ASC subtopic 730-10, Research and Development ("ASC 730-10").

Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved as defined under the applicable agreement. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred.

The Company incurred research and development expenses of $113,245 and $0 for the years ended December 31, 2022 and 2021, respectively.

Income Taxes

The Company accounts for income tax using the asset and liability method prescribed by ASC 740, *"Income Taxes"*. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the year in which the differences are expected to reverse. The Company records a valuation allowance to offset deferred tax assets if based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rates is recognized as income or loss in the period that includes the enactment date.

The Company follows the accounting guidance for uncertainty in income taxes using the provisions of ASC 740 "Income Taxes". Using that guidance, tax positions initially need to be recognized in the financial statements when it is more likely than not the position will be sustained upon examination by the tax authorities.

As of December 31, 2022 and 2021, respectively, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

The Company recognizes interest and penalties related to uncertain income tax positions in other expense. No interest and penalties related to uncertain income tax positions were recorded during the years ended December 31, 2022 and 2021, respectively.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs are included as a component of general and administrative expense in the statements of operations.

The Company recognized $79,931 and $0 in marketing and advertising costs during the years ended December 31, 2022 and 2021, respectively.

Stock-Based Compensation

The Company accounts for our stock-based compensation under ASC 718 "Compensation – Stock Compensation" using the fair value-based method. Under this method, compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. This guidance establishes standards for the accounting for transactions in which an entity exchanges it equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments.
The Company uses the fair value method for equity instruments granted to non-employees and use the Black-Scholes model for measuring the fair value of options.

The fair value of stock-based compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the vesting periods.

When determining fair value, the Company considers the following assumptions in the Black-Scholes model:

- Exercise price,
- Expected dividends,
- Expected volatility,
- Risk-free interest rate; and
- Expected life of option

Basic and Diluted Earnings (Loss) per Share

Pursuant to ASC 260-10-45, basic loss per common share is computed by dividing net loss by the weighted average number of shares of common stock outstanding for the periods presented. Diluted loss per share is computed by dividing net loss by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during the period. Potentially dilutive common shares may consist of common stock issuable for stock options and warrants (using the treasury stock method), convertible preferred stock, convertible notes and common stock issuable. These common stock equivalents may be dilutive in the future.

At December 31, 2022 and 2021, respectively, the Company had the following common stock equivalents, which are potentially dilutive equity securities:

	December 31, 2022	December 31, 2021
Convertible Preferred Stock	700,000,000	—

Each share of preferred stock (7,000,000 and 0 shares, respectively) is convertible into 100 shares of common stock.

Related Parties

Parties are considered to be related to the Company if the parties, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal with if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Recent Accounting Standards

Changes to accounting principles are established by the FASB in the form of Accounting Standards Updates ("ASU's") to the FASB's Codification. We consider the applicability and impact of all ASU's on our financial position, results of operations, stockholders' deficit, cash flows, or presentation thereof. Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates ("ASU") through the date these financial statements were available to be issued and found the following recent accounting pronouncements issued, but not yet effective accounting pronouncements, are not expected to have a material impact on the financial statements of the Company.
In August 2020, FASB issued ASU 2020-06, Accounting for Convertible Instruments and Contracts in an Entity; Own Equity ("ASU 2020-06"), as part of its overall simplification initiative to reduce costs and complexity of applying accounting standards while maintaining or improving the usefulness of the information provided to users of financial statements. Among other changes, the new guidance removes from GAAP separation models for convertible debt that require the convertible debt to be separated into a debt and equity component, unless the conversion feature is required to be bifurcated and accounted for as a derivative or the debt is issued at a substantial premium. As a result, after adopting the guidance, entities will no longer separately present such embedded conversion features in equity and will instead account for the convertible debt wholly as debt. The new guidance also requires use of the "if-converted" method when calculating the dilutive impact of convertible debt on earnings per share, which is consistent with the Company's current accounting treatment under the current guidance. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2023, and interim periods within those fiscal years, with early adoption permitted, but only at the beginning of the fiscal year.

We do not expect the adoption of this pronouncement will have a material effect on the Company's financial statements.

Note 3 – Notes Payable and Convertible Notes Payable

Notes payable and Convertible Notes Payable are summarized as follows:

Maturity Date	Interest Rate	December 31,2022	December 31, 2021
April 2023	**8% - 12%**	$ 53,824	**$ 45,300**
May 2033	**8%**	53,312	49,363
August 2023	0%	150,000	—
September *2023*	**0%**	790,000	250,000
November 2023	**0%**	692,858	—
		1,739,994	347,663
Less: unamortized debt discount		(404,514)	(211,709)
		$ 1,335,480	$ 135,954

Notes payable are detailed as follows:

Terms	Notes Payable	Notes Payable	Total
Issuance dates of notes	2020 and prior	2021	
Maturity date	April 2023 - May 2023	November 2022 - May 2023	
Interest rate	Unsecured	Unsecured	
Collateral	See below	See below	
Conversion rate			
Balance - December 31, 2020	$ 121,163	$ —	$ 121,163
Proceeds (face amount of note)	—	291,500	291,500
Original issue debt discount	—	(125,000)	(125,000)
Debt discount - beneficial conversion feature	—	(166,500)	(166,500)
Amortization of debt discount	—	79,792	79,792
Conversion of notes payable to common stock	—	(65,000)	(65,000)
Balance - December 31, 2021	$ 121,163	$ 14,792	$ 135,955
Proceeds (face amount of note)	—	150,000	150,000
Original issue debt discount	—	(75,000)	(75,000)
Amortization of debt discount	—	296,181	296,181
Balance - December 31, 2022	$ 121,163	$ 385,973	$ 507,136

* See Note 4 regarding conversion of debt to equity.

Convertible Notes Payable are detailed as follows:

Terms	Convertible Notes Payable
Issuance dates of notes	February - December 2022
Maturity date	November 2022 - November 2023
Interest rate	Unsecured
Collateral	See below
Conversion rate	
Balance - December 31, 2021	$ —
Proceeds (face amount of note)	1,307,857
Original issue debt discount	(552,857)
Debt discount - beneficial conversion feature	(75,000)
Amortization of debt discount	138,871
Conversion of notes payable to common stock	9,473
Balance - December 31, 2022	$ 828,344

Notes Issued in 2022

During 2022, the Company issued a convertible note payable for $150,000. In connection with the issuance of this note, the Company recorded an original discount of $75,000. Additionally, due to the fixed rate embedded conversion feature, the Company also recorded a beneficial conversion feature of $75,000, resulting in an increase to additional paid in capital. The Company received $75,000 in net proceeds.

The total debt discount of $150,000 is being amortized over the life of the convertible note and has been recorded as a component of other income (expense) – net in the accompanying consolidated statements of operations.

The remaining convertible notes issued in 2022 totaling $1,232,857 contained original issue discounts totaling $477,857, resulting in net proceeds of $755,000. These original issue discounts are being amortized over the life of the notes and have been recorded as a component of other income (expense) – net in the accompanying consolidated statements of operations.

Each of these convertible notes aggregating $1,232,857 are convertible at a 20% discount to market upon the effectiveness of the Company's Form S-1 registration statement. These convertible notes each contain an embedded contingent conversion feature that until the contingency is resolved (declared effectiveness of the S1 registration statement) is not required to be accounted for in accordance with the related accounting guidance. The embedded feature in these convertible notes was not accounted for at December 31, 2022.

Notes Issued in 2021

During 2021, the Company issued convertible notes payable totaling $291,500. In connection with the issuance of these notes, the Company recorded an original discount of $125,000. Additionally, due to the fixed rate embedded conversion feature, the Company also recorded a beneficial conversion feature of $166,500, resulting in an increase to additional paid in capital.

The total debt discount of $291,500 is being amortized over the life of the convertible notes and has been recorded as a component of other expenses in the accompanying statements of operations.

For the years ended December 31, 2022 and 2021, the Company recorded amortization of debt discount of $435,052 and $79,792, respectively.

Modification and Extinguishment of Convertible Notes Payable (Year Ended December 31, 2022)

Elimination of Conversion Options and Balance Sheet Classification

In April and June 2022, the Company eliminated the conversion options ($0.001 - $0.01/share) associated with all of its then outstanding convertible notes payable, including certain original issue discount notes.

On the date of modification, the Company determined that the present value of the cash flows of the modified debt instruments (including accrued interest) were greater than 10% different from the present value of the remaining cash flows under the original debt instruments. Additionally, the Company determined that the elimination of the conversion options were substantive on the date of modification.

As a result, the Company recorded a gain on debt extinguishment of $44,475 as follows:

Debt - prior to modjfication	$	151,611
Debt - after modification		107,136
Gain on debt extinguishment	$	44,475

All classification terminology on the accompanying balance sheets for these notes was changed from convertible notes payable - net to notes payable – net for 2022, whereas the classification of convertible notes payable – net was reflected for the year ended December 31, 2021 since at that time, these notes had an effective conversion option.

All notes issued subsequent to the modifications are classified as convertible notes in the accompanying consolidated balance sheets.

Conversion of Accrued Interest Payable into Notes Payable

$9,473 of accrued interest payable on the convertible notes payable outstanding at the time of modification were added to the existing balance of various notes and carried forward as new notes.

Interest Rate

Prior to the modification, the convertible notes payable bore interest ranging from 8% to 15%. In connection with the modification, interest rates ranged from 8% to 12%.

There is no default interest rate for any notes or convertible notes issued.

Maturity Date

Prior to the modification, the convertible notes payable matured on various dates ranging from 2020 and prior through 2022. In connection with the modification, maturity dates ranged from April 2023 to May 2023.

Note 4 – Stockholders' Deficit

The Company has two (2) classes of stock:

Common Stock

- 1,250,000,000 shares authorized
- $0.001 par value
- Voting at 1 vote per share

Preferred Stock

In May 2022 and December 2022, the Company's Articles of Incorporation, as amended, authorized the issuance of 7,000,000 shares of preferred stock which may be amended from time to time in one or more series. The Board of Directors is authorized to determine, prior to issuing any such series of preferred stock and without any vote or action by the shareholders, the rights, preferences, privileges and restrictions of the shares of such series, including dividend rights, voting rights, terms of redemption, the provisions of any purchase, retirement or sinking fund to be provided for the shares of any series, conversion and exchange rights, the preferences upon any distribution of the assets of the Company, including in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the preferences and relative rights among each series of preferred stock.

The Board of Directors has made the following designations of its preferred stock.

Series A, Convertible Preferred Stock

- 7,000,000 shares authorized.
- $0.001 par value.
- Conversion feature - each share of preferred stock is convertible into 100 shares of common stock.
- Voting - on an as converted basis with common stock, at the applicable conversion rate (100 votes for each share of convertible preferred held).
- Dividends - accrued only upon declaration of the board of directors, at the applicable conversion rate.
- Mandatorily redeemable (automatic conversion) on January 1, 2025. (See below amendment)
- Anti-dilution provision – rights exist for the period of two years after the convertible preferred shares were converted into common stock. Additionally, holders of the convertible preferred stock will have full ratchet anti-dilution protection rights at the rate of 65% calculated on a fully diluted basis. (See below amendment)

In connection with the issuance of these Series A, convertible preferred shares, the Company determined that there were no provisions within ASC 815 that were met, which would require derivative liability accounting treatment. Specifically, as noted below, upon amending the terms of the Series A, convertible preferred stock, at that time, there had been no new stock issuances of any type which may have triggered the anti-dilution provision.

In December 2022, the Company amended its articles of incorporation related to certain terms of its Series A, convertible preferred stock. At that time, the Company, along with approval from its convertible preferred stockholders agreed to remove provisions related to mandatory redemption as well as anti-dilution rights.

At December 31, 2022 and 2021, the Company had 7,000,000 and 0 shares issued and outstanding, respectively. See below for related issuances.

Equity Transactions for the Year Ended December 31, 2022

Stock Issued for Cash

The Company issued 6,000,000 shares of Series A, convertible preferred stock for $6,000 ($0.001/share).

Stock Issued for Option to Acquire Common Stock

The Company issued 1,000,000 shares of Series A, convertible preferred stock to an existing stockholder for the right to repurchase 172,159,473 shares of common stock for $122,873. The Company has until December 31, 2023 to exercise this option. At this time, the Company does not expect to exercise the option.

The Company recorded an expense of $1,000 ($0.001/share), based upon recent cash offerings of preferred stock with third parties. The expense has been included as a component of general and administrative expenses on the accompanying statements of operations.

Stock Issued for Services

The Company issued 2,450,000 shares of common stock for services rendered, having a fair value of $91,500 ($0.026 - $0.23/share), based upon the quoted closing trading price.

Stock Issued for Services – Related Party

The Company issued 200,000 shares of common stock to its Chief Executive Officer for services rendered, having a fair value of $5,200 ($0.026/share), based upon the quoted closing trading price of its common stock.

Acquisition of Designer Genomics International Corporation (Asset Purchase)

On July 1, 2022, the Company acquired the assets of Designer Genomics International Corporation (“DGI”) (a start-up entity) in exchange for 1,000,000 shares of common stock, having a fair value of $18,000 ($0.018/share), based upon the quoted closing trading price.

The assets of DGI consisted solely of the technological know-how of its owners. The Company was a dormant inactive entity at the time of asset purchase. The Company has recorded $18,000 as research and development expense in the accompanying consolidated statements of operations.

Pursuant to ASU 2017-01, Business Combinations (Topic 805): “Clarifying the Definition of a Business”, this acquisition was determined to be that of an asset and not a business, therefore, there was not a business combination requiring acquisition accounting or related financial reporting. Since this was deemed to be an asset purchase, this did not result in the recognition of goodwill or other identifiable intangible assets.

Cancellation of Common Stock

The Company cancelled 100,000 shares of common stock at par value. The net effect on stockholders’ deficit was $0. These shares were originally issued in 2019 for a research and development project that was never completed.

Beneficial Conversion Feature

The Company recorded a beneficial conversion feature of $75,000 in connection with the issuance of a convertible note payable resulting in an increase to additional paid in capital. See Note 3.

Equity Transactions for the Year Ended December 31, 2021

Conversion of Notes Payable into Common Stock

The Company issued 8,047,167 shares of common stock in exchange for notes and related accrued interest of $80,174 ($0.01/share). Of the total, $65,000 was note principal and $15,174 was related accrued interest payable. Accordingly, there was no gain or loss on debt extinguishment.

Cancellation of Common Stock

The Company cancelled 31,850,000 shares of common stock at par value. The net effect on stockholders' deficit was $0. These shares were originally issued in 2019 for a research and development project that was never completed. The Company also returned shares it had received in the initial transaction.

Beneficial Conversion Feature

The Company recorded a beneficial conversion feature of $75,000 in connection with the issuance of a convertible note payable resulting in an increase to additional paid in capital.

Note 5 – Income Taxes

The Company's tax expense differs from the "expected" tax expense for the period (computed by applying the blended corporate and state tax rates of 24.52% to loss before taxes), are approximately as follows:

	December 31,2022	December 31, 2021
Federal income tax benefit - 20.06%	$ (194,000)	$ (38,000)
State income tax - 4.458%	(4-3,000)	(6,000)
Non-deductible items	(11,000)	
Subtotal	(248,000)	(34,000)
Change in valuation allowance	**248,000**	34,000
Income tax benefit	**$** —	$ —

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities at December 31, 2022 and 2021 are approximately as follows:

	December 31,2022	December 31,2021
Amortization of debt discount	$ (87,000)	$ (20,000)
Share based payments	(28,000)	—
Net operating lass carryforwards	(294,000)	(182,000)
Total deferred *Tax* assets	(409,000)	(202,000)
Less valuation allowance	409,000	202,000
Net deferred tax asset recorded	**$** —	**$** —

Deferred tax assets and liabilities are computed by applying the federal and state income tax rates in effect to the gross amounts of temporary differences and other tax attributes, such as net operating loss carryforwards. In assessing if the deferred tax assets will be realized, the Company considers whether it is more likely than not that some or all of these deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the period in which these deductible temporary differences reverse.

During the year ended December 31, 2022, the valuation allowance increased by approximately $207,000. The total valuation allowance results from the Company's estimate of its uncertainty in being unable to recover its net deferred tax assets.

At December 31, 2022, the Company has federal net operating loss carryforwards, which are available to offset future taxable income, of approximately $1,200,000. The Company is in the process of analyzing their NOL and has not determined if the Company has had any change of control issues that could limit the future use of these NOL's.
NOL carryforwards that were generated after 2017 of approximately $1,200,000 may only be used to offset 80% of taxable income and are carried forward indefinitely.

These carryforwards may be subject to an annual limitation under Section 382 and 383 of the Internal Revenue Code of 1986, and similar state provisions if the Company experienced one or more ownership changes which would limit the amount of NOL and tax credit carryforwards that can be utilized to offset future taxable income and tax, respectively. In general, an ownership change, as defined by Section 382 and 383, results from transactions increasing ownership of certain stockholders or public groups in the stock of the corporation by more than 50 percentage points over a three- year period. The Company has not completed an IRC Section 382/383 analysis. If a change in ownership were to have occurred, NOL and tax credit carryforwards could be eliminated or restricted.

If eliminated, the related asset would be removed from the deferred tax asset schedule with a corresponding reduction in the valuation allowance. Due to the existence of the valuation allowance, limitations created by future ownership changes, if any, will not impact the Company's effective tax rate.

The Company files corporate income tax returns in the United States and Florida jurisdictions. Due to the Company's net operating loss posture, all tax years are open and subject to income tax examination by tax authorities. The Company's policy is to recognize interest expense and penalties related to income tax matters as tax expense. At December 31, 2022 and 2021, respectively, there were no unrecognized tax benefits, and there are
no significant accruals for interest related to unrecognized tax benefits or tax penalties.

Note 6 – Subsequent Events

Stock Issued for Services

In February 2023, the Company issued 490,000 shares of common stock for services rendered, having a fair value of $176,400 ($0.36/share), based upon the quoted closing trading price.

Stock Issued for License

In February 2023, the Company issued 1,000,000 shares of common stock in exchange for the right to license, manufacture and market nutraceutical products. These shares had a fair value of $370,000 ($0.37/share), based upon the quoted closing trading price. The Company will expense the issuance of these shares as a component of research and development. Additionally, the Company will pay $0.10/bottle of product sold.

Convertible Note Payable

In January 2023, the Company issued an unsecured, one-year (one), original issue discount convertible note with a face amount of $100,000. This note contained an original issue discount of $30,000, resulting in net proceeds of $70,000.

This note is convertible at a 20% discount to market upon the effectiveness of the Company's Form S-1 registration statement. This convertible note contains an embedded contingent conversion feature that until the contingency is resolved (declared effectiveness of the S1 registration statement) is not required to be accounted for in accordance with the related accounting guidance.

Ludwig Enterprises, Inc.

47,000,000 Shares of Common Stock

PROSPECTUS

_____, 2023

Through and including _____, 2023 (the 40th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses payable by us in connection with the issuance and distribution of the securities being registered hereunder. No expenses will be borne by the Selling Stockholder. All of the amounts shown are estimates, except for the SEC registration fee.

Type	Amount
SEC registration fee	$ 6,474.25
Accounting fees and expenses*	10,000
Legal fees and expenses*	17,500
Printing expenses*	2,000
Miscellaneous fees and expenses*	10,000
Total expenses*	45,974.25

** Estimated*

Item 14. Indemnification of Directors and Officers

Our Bylaws provide that the Company shall indemnify our directors and officers from and against any liability arising out of their service as a director or officer of the Company or any subsidiary or affiliate of which they serve as an officer or director at our request to the fullest extent not prohibited by NRS Chapter 78. The effect of this provision of our bylaws is to eliminate our right and our stockholders (through stockholders' derivative suits on behalf of the Company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. We believe that the indemnification provisions in our bylaws are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 15. Recent Sales of Unregistered Securities

The following is a summary of transactions by us within the past three years involving sales or our securities that were not registered under the Securities Act.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

Exhibit No.:	Description of Exhibit	Incorporated by Reference to:
3.1	Articles of Incorporation, as amended through November 30, 2022	Filed herewith.
3.2	Certificate of Amendment to Articles of Incorporation filed December 19, 2022	Filed herewith.
3.3	Bylaws	Filed herewith.
4.1	Promissory Note dated February 7, 2022, in favor of Homeopathic Partners, Inc.	Filed herewith.
4.2	Promissory Note dated November 4, 2021, in favor of Homeopathic Partners, Inc.	Filed herewith.
4.3	Promissory Note dated October 1, 2022, in favor of Homeopathic Partners, Inc.	Filed herewith.
4.4	Promissory Note dated November 1, 2022, in favor of Homeopathic Partners, Inc.	Filed herewith.
4.5	Promissory Note dated September 1, 2022, in favor of Steven J. Preiss	Filed herewith.
4.6	Promissory Note dated August 30, 2022, in favor of Michael Magliochetti, Jr.	Filed herewith.
4.7	Promissory Note dated August 30, 2022, in favor of Michael Magliochetti, Jr.	Filed herewith.
4.8	Promissory Note dated August 31, 2022, in favor of Christopher Wald	Filed herewith.
4.9	Promissory Note dated December 1, 2022, in favor of Brandon Ivery	Filed herewith.
4.10	Promissory Note dated December 1, 2022, in favor of Carlesha Chambers	Filed herewith.
4.11	Promissory Note dated November 28, 2022, in favor of Jeffery Lee	Filed herewith.
4.12	Promissory Note dated November 28, 2022, in favor of Kim Farahay	Filed herewith.
4.13	Promissory Note dated December 1, 2022, in favor of Kim Farahay	Filed herewith.
4.14	Promissory Note dated January 12, 2022, in favor of Eileen Farahay	Filed herewith.
4.15	Promissory Note dated January 12, 2022, in favor of Russ Kaminski	Filed herewith.
4.16	Promissory Note dated December 1, 2022, in favor of John Dymond	Filed herewith.
4.17	Promissory Note dated December 1, 2022, in favor of Carl La Rue	Filed herewith.
4.18	Promissory Note dated December 1, 2022, in favor of Brent Lunde	Filed herewith.
4.19	Specimen Stock Certificate evidencing the shares of common stock	To be filed by amendment.
4.20	Note Extension Agreements between Registrant and Michael Magliochetti, Jr.	Filed herewith.
4.21	Note Extension Agreement between Registrant and Homeopathic Partners, Inc. (2/7/22 Promissory Note)	Filed herewith.
4.22	Note Extension Agreement between Registrant and Homeopathic Partners, Inc. (11/4/22 Promissory Note)	Filed herewith.
4.23	Note Extension Agreement between Registrant and Homeopathic Partners, Inc. (10/21/22 Promissory Note)	Filed herewith.
4.24	Note Extension Agreement between Registrant and Steven J. Preiss	Filed herewith.
4.25	Note Extension Agreement between Registrant and Christopher Wald	Filed herewith.
4.26	Promissory Note dated January 16, 2023, in favor of William R. Yahner, Jr.	Filed herewith.
5.1	Opinion of Newlan Law Firm, PLLC	Filed herewith.
10.1	Stock Option Agreement dated June 27, 2020, between Registrant and Worthington Financial Services	Filed herewith.
10.2	Amendment to Stock Option Agreement dated June 27, 2020, between Registrant and Worthington Financial Services	Filed herewith.
10.3	Employment Agreement dated June 15, 2022, between Registrant and Anne B. Blackstone	Filed herewith.
10.4	Consulting Agreement dated July 1, 2022, between Registrant and Homeopathic Partners, Inc.	Filed herewith.
10.5	Consulting Agreement dated July 1, 2022, between Registrant and Marvin Hausman, M.D.	Filed herewith.
10.6	Business Services Contract dated July 2, 2022, between Registrant and Grace Health Technology Corporation	Filed herewith.
10.7	Consulting Agreement dated July 1, 2022, between Registrant and Kyle Ambert, PhD	Filed herewith
10.8	Agreement between Registrant and Xikoz, Inc.	Filed herewith.
10.9	Asset Purchase agreement between the Registrant and Designer Genomics International Corporation.	Filed herewith.
10.10	Agreement between Registrant and Fannon Group.	Filed herewith.
10.11	Agreement between Registrant and Dr. Kim Farhay and Dr. Jeff Lee	Filed herewith.
23.1	Consent of Assurance Dimensions, Inc., Independent Registered Public Accounting Firm	Filed herewith.
23.2	Consent of Newlan Law Firm, PLLC (included in Exhibit 5.1)	Filed herewith.
107	Filing Fee Table	Filed herewith.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the Offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the Offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the Offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the Offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the Offering made by the undersigned registrant to the purchaser.

(b) That, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes:

(1) That, for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the Offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(2) That, for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

SIGNATURES

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing Form S-1 and has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Sparks, Nevada, on July 18, 2023.

LUDWIG ENTERPRISES, INC.

By: /s/ Anne B. Blackstone
Anne B. Blackstone
Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-1 has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ Anne B. Blackstone Anne B. Blackstone	Chief Executive Officer [Principal Executive Officer], Chief Financial Officer [Principal Accounting Officer], Secretary and Director	July 18, 2023

Exhibit 3.1

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

ERIC NEWLAN
800 PARKER SQUARE SUITE 205
FLOWER MOUND, TX 75028, USA

Work Order #: [redacted]
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 135732

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Business Entity Filed Documents	Fees	20222762794	[redacted]	Approved	1	[redacted]	[redacted]
Total						[redacted]	[redacted]

Payments

Type	Description	Payment Status	Amount
Credit Card	668706760671605420328 6	Success	[redacted]
Total			[redacted]

Credit Balance: [redacted]

ERIC NEWLAN
800 PARKER SQUARE SUITE 205
FLOWER MOUND, TX 75028, USA

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

☐ **ANNUAL** ☒ **AMENDED** (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

LUDWIG ENTERPRISES, INC.	**NV20061484500**
NAME OF ENTITY	Entity or Nevada Business Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*
Please indicate the entity type (check only one):

☒ Corporation
- ☐ This corporation is publicly traded, the Central Index Key number is:

☐ Nonprofit Corporation (see nonprofit sections below)

☐ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership

☐ Business Trust

☐ Corporation Sole

Filed in the Office of	Business Number
Barbara K. Cegavske	**E0103202006-8**
Secretary of State	Filing Number
State Of Nevada	**20222530199**
	Filed On
	08/04/2022 14:43:21 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE
Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.
☐ 001 - Governmental Entity
☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.
☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C $ 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. $501(c)

For nonprofit entities formed under NRS Chapter 82 and 80:Charitable Solicitation Information - check applicable box
Does the Organization intend to solicit charitable or tax deductible contributions?
☐ No - no additional form is required
☐ Yes - the "Charitable Solicitation Registration Statement" is required.
☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE PRESIDENT:

Name	Country
Anne Blackstone	**USA**

Address	City	State	Zip/Postal Code
1749 Victorian Avenue #C-350	**Sparks**	**NV**	**89431**

CORPORATION, INDICATE THE SECRETARY:

Name	Country
Anne Blackstone	**USA**

Address	City	State	Zip/Postal Code
1749 Victorian Avenue #C-350	**Sparks**	**NV**	**89431**

CORPORATION, INDICATE THE DIRECTOR:

Name	Country
Anne Blackstone	**USA**

Address	City	State	Zip/Postal Code
1749 Victorian Avenue #C-350	**Sparks**	**NV**	**89431**

CORPORATION, INDICATE THE TREASURER:

Name	Country
Anne Blackstone	**USA**

Address	City	State	Zip/Postal Code
1749 Victorian Avenue #C-350	**Sparks**	**NV**	**89431**

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Thomas Terwilliger	**Authorized Signer**	**08/04/2022**
Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer *FORM WILL BE RETURNED IF UNSIGNED*	Title	Date

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the Office of	Business Number
Barbara K. Cegavske	**E0103202006-8**
Secretary of State	Filing Number
State Of Nevada	**20222523683**
	Filed On
	7/5/2022 10:00:00 AM
	Number of Pages
	6

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:
LUDWIG ENTERPRISES, INC

Entity or Nevada Business Identification Number (NVID): **E0103202006-8**

2. Restated or Amended and Restated Articles: (Select one)

(If amending and restating only, complete section 1,2 3, 5 and 6)

☒ Certificate to Accompany Restated Articles or Amended and Restated Articles

☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on:
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☒ Amended and Restated Articles
* Restated or Amended and Restated Articles must be included with this filing type.

3. Type of Amendment Filing Being Completed: (Select only one box)

(If amending, complete section 1, 3, 5 and 6.)

☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock)

The undersigned declare that they constitute at least two-thirds of the following:

(Check only one box) incorporators x board of directors

The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued

☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)
The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 63%

☐ Officer's Statement (foreign qualified entities only) -
Name in home state, if using a modified name in Nevada:

Jurisdiction of formation:

Changes to takes the following effect.

☐ The entity name has been amended.
☐ The purpose of the entity has been amended
☐ The authorized shares have been amended
☐ Other: (specify changes)

☐ Dissolution
☐ Merger
☐ Conversion

* Officers Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation

This form must be accompanied by appropriate fees.

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)	Date: Time: (must not be later than 90 days after the certificate is filed)
5. Information Being Changed: (Domestic corporations only)	Changes to takes the following effect: The entity name has been amended The registered agent has been changed (attach Certificate of Acceptance from new registered agent) The purpose of the entity has been amended. ☒ The authorized shares have been amended. ☒ The directors, managers or general partners have been amended. IRS tax language has been added. Articles have been added. Articles have been deleted. ☒ Other. The articles have been amended as follows: (provide article numbers, if available) **SEE ATTACHED:** (attach additional page(s) if necessary)
6. Signature: (Required)	X _____ AUTHORIZED SIGNER Signature of Officer or Authorized Signer Title X _____ Signature of Officer or Authorized Signer Title *If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

This form must be accompanied by appropriate fees.

LUDWIG ENTERPRISES, INC.

ENTITY NUMBER: E0103202006-8

ARTICLES OF INCORPORATION – AMENDMENT

SECTION 3:

DELETE CURRENT

AUTHORIZED SHARES: 500,000,000

ADD:

AUTHORIZED SHARES: 1,257,000,000

COMMON SHARES: 1,250,000,000 PAR $0.001

PREFERRED SHARES: 7,000,000 PAR $0.001

ADD SECTION 3A:

ARTICLES OF AMENDMENT
TO
ARTICLES OF
INCORPORATION OF
LUDWIG ENTERPRISES,
INC.

SECTION 3A

Pursuant to Chapter 78.195 of the of the Nevada Revised Statutes, G000 Green, Inc., a Nevada corporation (the "Corporation"), does hereby certify:

The Articles of Incorporation of the Corporation (the "Charter") confer upon the Board of Directors of the Corporation (the "Board of Directors") the authority to provide for the issuance, from time to time, in one or more series, of shares of preferred stock and, in the resolution or resolutions providing for such issue, establish for each such series the number of shares, the designations, powers, privileges, preferences and rights, if any, of the shares of such series, and the qualifications, limitations and restrictions, if any, of such series, to the fullest extent permitted by the Nevada Revised Statutes as the same exists or may hereafter be amended On May 31, 2022, the Board of Directors duly adopted the following resolution increasing the authorized common shares of Issuer to 1,250,000,000 common shares and creating a series of Convertible Preferred Stock, comprised of Seven Million (7,000,000) authorized shares, and such resolution has not been modified and is in full force and effect on the date hereof:

RESOLVED that, pursuant to the authority vested in the Board of Directors in accordance with the provisions of the Charter, a series of the class of authorized convertible preferred stock, par value $0.001 per share, of the Corporation is hereby created and that the designation and number of shares thereof and the powers, preferences and rights of the shares of such series, and the qualifications, limitations and restrictions thereof are as follows:

FIRST: These Articles of Amendment were adopted by the Board of Directors on May 31, 2022, in the manner prescribed by Chapter 78.195 of the of the Nevada Revised Statutes ("NRS") Shareholder action was not required.

SECOND: That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating the total authorized shares of the Company be amended to 1257,000,000 shares.

THIRD: That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating 1,250,000,000 share of the Company's authorized shock as "Common Stock" par value $0.001 per share.

FORTH: That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating 7,000,000 shares of the Company's authorized stock as "Preferred", also known as "Convertible Preferred Stock" par value $0.001 per share subject to the terms and conditions set forth herein below.

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of the Articles of Incorporation, a series of Convertible Preferred Stock, having a par value of $0.001 per share, of the Corporation be and hereby is created, and that the designation and number of shares thereof, and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series, and the qualifications, limitations and restrictions thereof, are as follows:

TERMS OF
PREFERRED STOCK

Seven Million (7,000,000) shares of the authorized Preferred Stock of the Corporation are hereby designated "Convertible Preferred Stock" with the following rights, preferences, powers, privileges, restrictions, qualifications, and limitations.

1. Fractional Shares. Convertible Preferred Stock may be issued in fractional shares.

2. Dividends Convertible Preferred Stock shall be treated pari passu with Common Stock except that the dividend on each share of Convertible Preferred Stock shall be equal to the amount of the dividend declared and paid on each share of Common Stock multiplied by the Conversion Rate.

3. Liquidation, Dissolution, or Winding Up. Payments to Holders of Convertible Preferred Stock shall be treated pari passu with Common Stock except that the payment on each share of Convertible Preferred Stock shall be equal to the amount of the payment on each share of Common Stock multiplied by the Conversion Rate. Once issued Convertible Preferred Shares may not be transferred, liened, encumbered or sold without an affirmative vote of (two/thirds) 2/3rds or more vote of all issued "Convertible Preferred Stock".

4. Voting. The shares of Series Convertible Preferred Stock shall vote on all matters as a class with the holders of Common Stock and each share of Convertible Preferred Stock shall be entitled to the number of votes per share equal to the Conversion Rate.

5. Conversion Rate and Adjustments.

(a) *Conversion Rate.* The Conversion Rate shall be 100 shares of Common Stock (as adjusted pursuant to this Section 5) for each share of Convertible Preferred Stock.

(b) *Adjustment for Stock Splits and Combinations.* If the Corporation shall at any time or from time to time after the issuance of the Convertible Preferred Stock effect a subdivision of the outstanding Common Stock, the Conversion Rate then in effect immediately before that subdivision shall be proportionately increased If the Corporation shall at any time or from time to time after the issuance of the Convertible Preferred Stock combine the outstanding shares of Common Stock, the Conversion Rate then in effect immediately before the combination shall be proportionately decreased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(c) *Adjustment for Merger or Reorganization, etc.* If there shall occur any reorganization, recapitalization, reclassification, consolidation, or merger involving the Corporation in which the Common Stock (but not the Convertible Preferred Stock) is converted into or exchanged for securities, cash, or other property, then, following any such reorganization, recapitalization, reclassification, consolidation, or merger each share of Convertible Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities. cash or other property that a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Convertible Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation, or merger would have been entitled to receive pursuant to such transaction.

6. Automatic Conversion. on January 1st, 2025.

7. Anti-Dilution Provision.

The holders of the Convertible Preferred Stock shall have anti-dilution rights (the "Anti-Dilution Rights") until and during the Two-year period after the Convertible Preferred shares are converted into shares of Common Stock at its then effective Conversion Rate. The anti-dilution rights shall be pro-rata to the holder's ownership of the Convertible Preferred Stock The Company agrees to assure that the holders of the Convertible Preferred Stock shall have and maintain at all times, full ratchet anti-dilution protection rights as to the total number of issued and outstanding shares of common stock and preferred stock of the Company from time to time, at the rate of 65%, calculated on a fully diluted basis. In the event that the Company issues any shares of common stock, preferred stock or any security convertible into or exchangeable for common stock or preferred stock to any person or entity, the Company agrees to undertake all necessary measures as may be necessary or expedient to accommodate its performance under this Convertible Preferred Stock Designation, including, without limitation, the amendment of its articles of incorporation to the extent necessary to provide for a sufficient number of shares of authorized common stock or preferred stock to be issued to Convertible Preferred Stock holders so as to maintain in Convertible Preferred Stock holders, a 65% interest in the common stock and preferred stock of the Company, calculated on a fully-diluted basis.

8. Waiver. Any of the rights, powers, or preferences of the holders of Convertible Preferred Stock set forth herein may be waived by the affirmative consent or vote of the holders of (two/thirds) 2/3rds or more of the shares of Convertible Preferred Stock then outstanding.

RESOLVED, FURTHER, that any executive officer of the Corporation be, and they hereby are authorized and directed to prepare and file a Certificate of Designation of Preferences. Rights and Limitations in accordance with the foregoing resolution and the provisions of Nevada law.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment this 1st day of July 2022.

/S/Anne Blackstone
Name: Anne Blackstone
Title: CEO, Ludwig Enterprises Inc.

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

☑ **ANNUAL** ☐ **AMENDED** (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

LUDWIG ENTERPRISES, INC.	**NV20061484500**
NAME OF ENTITY	Entity or Nevada Business Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*
Please indicate the entity type (check only one):

☑ Corporation
☐ This corporation is publicly traded, the Central Index Key number is:

☐ Nonprofit Corporation (see nonprofit sections below)

☐ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership

☐ Business Trust

☐ Corporation Sole

Filed in the Office of	Business Number
Barbara K. Cegavske	**E0103202006-8**
Secretary of State	Filing Number
State Of Nevada	**20222130494**
	Filed On
	02/27/2022 16:28:59 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.
☐ 001 - Governmental Entity
☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C $501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. $501 (c)

For nonprofit entities formed under NRS Chapter 82 and 80:Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☐ No - no additional form is required

☐ Yes - the "Charitable Solicitation Registration Statement" is required.

☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

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Annual or Amended List
and State Business License
Application - Continued

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE PRESIDENT:

Name	Country		
JEAN CHERUBIN	**USA**		
Address	**City**	**State**	**Zip/Postal Code**
1702 A STREET C350	**SPARKS**	**NV**	**89431**

CORPORATION, INDICATE THE SECRETARY:

Name	Country		
JEAN CHERUBIN	**USA**		
Address	**City**	**State**	**Zip/Postal Code**
1702 A STREET C350	**SPARKS**	**NV**	**89431**

CORPORATION, INDICATE THE DIRECTOR:

Name	Country		
JEAN CHERUBIN	**USA**		
Address	**City**	**State**	**Zip/Postal Code**
1702 A STREET C350	**SPARKS**	**NV**	**89431**

CORPORATION, INDICATE THE TREASURER:

Name	Country		
JEAN CHERUBIN	**USA**		
Address	**City**	**State**	**Zip/Postal Code**
1702 A STREET C350	**SPARKS**	**NV**	**89431**

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Jean Cherubin	President	02/27/2022
Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer *FORM WILL BE RETURNED IF UNSIGNED*	Title	Date

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

Certificate of Accompany
Restated Articles or
Amended and Restated Articles
(PURSUANT TO NRS)

Filed in the Office of Secretary of State State Of Nevada	Business Number **E0103202006-8**
	Filing Number **20100269022-74**
	Filed On **04/23/2010**
	Number of Pages **2**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This Form is to Accompany Restated Articles of Amendment and Restated Articles of Incorporation
(PURSUANT TO NRS 78.403, 82.371, 06.221, 37A, 83.386 or 63A, 290)
(This form is also to be used to accompany Restated Articles or Amended and Restated Articles for Limited-Liability Campaniles, Certificates of Limited Partnership, Limited-Liability Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:
LUDWIG ENTERPRISES, INC.

2. The articles are: (mark only one box) ☐ **Restated** ☒ **Amended and Restated**
Please entitle your attached articles "Restated" or "Amended and Restated," accordingly.

3. Indicate what changes have been made by checking the appropriate box:*

☐ No amendments articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of director adopted on:

The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificates.

☐ The entity name has been amended.

☐ The registered agent has been changed (attach Certificate of Acceptance from new registered agent)

☐ The purpose of the entity has been amended.

☒ The authorized shares have been amended.

☐ The directors, managers or general partners have been amended.

☐ IRS tax language has been added.

☐ Articles have been added.

☐ Articles have been deleted.

☐ Other. The article or certificate have been amended as follows: (provide article numbers, if available)

* This form is to accompany Restated Articles or Amended and Restated Articles which contain newly altered or amended articles.
The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles for certificate.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After issuance of Stock)

1. Name of corporation:
LUDWIG ENTERPRISES, INC.

2. The articles have been amended as follows: (provide article numbers, if available)

#3 SHARES: Number of shares with par 500,000,000 par value $0.001
Number of shares without par -- none

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 54,640,950

4. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

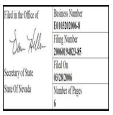
Signature of Officer

***If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.**

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amended Article
Revised: 3-8-02



DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
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Website: secretaryofstate.biz

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

Filed in the Office of Secretary of State State Of Nevada	Business Number **E0103202006-8**
	Filing Number **20060194823-85**
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(Pursuant to Nevada Revised Statutes Chapter 92A)
(excluding 92A.200(4b))

1) Name and Jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box ☐ and attach an 8 1/2" x11" blank sheet containing the required information for each additional entity.

LUDWIG ENTERPRISES, INC.

Name of merging entity

KENTUCKY — Jurisdiction
CORPORATION — Entity type *

Name of merging entity

Jurisdiction
Entity type *

Name of merging entity

Jurisdiction
Entity type *

Name of merging entity

Jurisdiction
Entity type *

and,

LUDWIG ENTERPRISES, INC.

Name of merging entity

NEVADA — Jurisdiction
CORPORATION — Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.
Filing Fee: $350.00

This form must be accompanied by appropriate fees.

Filed in the Office of	Business Number
Dean Heller	**E0103202006-8**
	Filing Number
	20060194823-85
Secretary of State	Filed On
State Of Nevada	**03/28/2006**
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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.1 90):

Attn:

c/o:

3) (Choose one)

☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from

LUDWIG ENTERPRISES, INC. (a Kentucky corporation)
Name of merging entity, If applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

LUDWIG ENTERPRISES, INC. (a Nevada corporation)
Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

☐ (a) The entire plan of merger is attached;

or,

☒ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)":

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A. 160 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary). the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92 A240).

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 6

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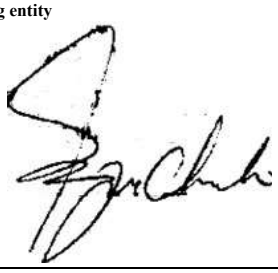
8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited partnership; A manager of each Nevada limited-liability company with managers or ail the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)

(If there are more than four merging entitles, check box ☐ and attach an 8 %" x 11" blank sheet containing the required Information for each additional entity.):

LUDWIG ENTERPRISES, INC. (a Kentucky corporation)
Name of merging entity



Signature **Title P & S** **Date 2/23/06**

Name of merging entity

Signature **Title** **Date**

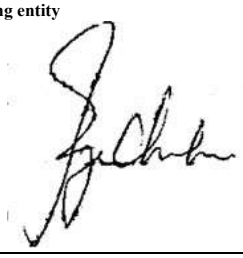
Name of merging entity

Signature **Title** **Date**

Name of merging entity

Signature **Title** **Date**

LUDWIG ENTERPRISES, INC. (a Nevada corporation)
Name of surviving entity



Signature **Title P & S** **Date 2/23/06**

* The articles of merger must resigned by each foreign constituent entity in (he manner provided by the law governing it (NRS 92A.230). additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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(Pursuant to Nevada Revised Statutes Chapter 92A)
(excluding 92A.200(4b))

1) Name and Jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box ☐ and attach an 81/2" x11" blank sheet containing the required information for each additional entity.

LUDWIG ENTERPRISES, INC.
Name of merging entity

KENTUCKY — Jurisdiction
CORPORATION — Entity type *

Name of merging entity

Jurisdiction
Entity type *

Name of merging entity

Jurisdiction
Entity type *

Name of merging entity

Jurisdiction
Entity type *

and,

LUDWIG ENTERPRISES, INC.
Name of Surviving entity

NEVADA — Jurisdiction
CORPORATION — Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.
Filing Fee: $350.00

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.1 90):

Attn:

c/o:

3) (Choose one)

☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entitles, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from

LUDWIG ENTERPRISES, INC. (a Kentucky corporation)
Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

LUDWIG ENTERPRISES, INC. (a Nevada corporation)
Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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	Filing Number
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DEAN HELLER

Secretary of State

204 North Carson Street, Suite 1

Canon City, Nevada 89701-4299

(775) 684 5708

Website: secretaryofstate.biz

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

☐ (a) The entire plan of merger is attached;

or,

☒ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)":

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them “Restated” or “Amended and Restated,” accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A. 180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees.

Filed in the Office of	Business Number
Dean Heller	**E0103202006-8**
	Filing Number
	20060194823-85
Secretary of State	Filed On
State Of Nevada	**03/28/2006**
	Number of Pages
	6

DEAN HELLER

Secretary of State

204 North Carson Street, Suite 1

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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited partnership; A manager of each Nevada limited-liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

(if there are more than four merging entities, check box ☐ and attach an 8 %" x 1 1" blank sheet containing the required information for each additional entity.):

LUDWIG ENTERPRISES, INC. (a Kentucky corporation)
Name of merging entity

Signature **Title P & S** **Date 2/23/06**

Name of merging entity

Signature **Title** **Date**

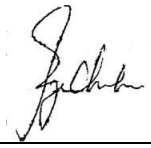
Name of merging entity

Signature **Title** **Date**

Name of merging entity

Signature **Title** **Date**

LUDWIG ENTERPRISES, INC. (a Nevada corporation)
Name of surviving entity



Signature **Title P & S** **Date 2/23/06**

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
Canon City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Filed in the Office of Dean Heller Secretary of State State Of Nevada	Business Number **E010 3202006-8**
	Filing Number **20060194825-07**
	Filed On **03/28/2006**
	Number of Pages **1**

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
LUDWIG ENTERPRISES, INC.

2. The articles have been amended as follows (provide article numbers, if available):

DELETE FORMER SECTION #3 SHARES AND INSERT THE FOLLOWING SECTION #3:

NUMBER OF SHARES WITH PAR VALUE: 75,000,000 PAR VALUE $0.001

NUMBER OF SHARES WITHOUT PAR VALUE: NONE

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is:

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (required):

*If any proposed amendment would after or change preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Filed in the Office of	Business Number
Dean Heller	**E0103202006-8**
	Filing Number
	20060194823-85
Secretary of State	Filed On
State Of Nevada	**03/28/2006**
	Number of Pages
	6

DEAN HELLER
Secrctary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 5708 Website: secretaryofstate.biz

Articles of Incorporation
(PURSUANT TO NRS 78)

Filed in the Office of	Business Number
Dean Heller	**E0103202006-8**
	Filing Number
	20060080447-11
Secretary of State	Filed On
State Of Nevada	**02/08/2006**
	Number of Pages
	1

Important: Read attached instructions before completing form, ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation: ***LUDWIG ENTERPRISES, INC.***

2. Resident Agent Name and Street Address: *(must be a Nevada address where process may be served)*

CORPORATE WORLD, INC.
Name

1702 "A" Street # C - 350 — Sparks, **NEVADA** *89431*
Street Address — City — Zip Code

Optional Mailing Address — City — State — Zip Code

3. Shares: *(number of shares corporation authorized to issue)*

Number of shares with par value 1,000 (One Thousand) Par Value $1.00 (one dollar)

Number of shares without par value:

4. Names & Addresses, of Board of Directors/Trustees: *(attach additional page if there is more than 3 directors/trustees)*

1. Jean Cherubin
Name
1510 N.E. 162nd Street — Miami, FL., 33162
Address — City — State — Zip Code

2. Allen Bhuiyan
Name
1510 N.E. 162nd Street — Miami, FL., 33162
Address — City — State — Zip Code

3. Lorry Huza
Name
1510 N.E. 162nd Street — Miami, FL., 33162
Address — City — State — Zip Code

5. Purpose: *(optional-see instructions)*

The purpose of this Corporation shall be:
Any Lawful Purpose

6. Names, Address and Signature of Incorporator: *(attach additional page if there is more than 1 incorporator)*

Name THOMAS E. TERWILLIGER — Signature

P.O. Box 971-350 — Reno, NV, 89504
Address — City — State — Zip Code

7. Certificate of Acceptance of Appointment of Resident Agent:

I hereby accept appointment as Resident Agent for the above named corporation.
On Behalf of CORPORATE WORLD, INC.

Authorized Signature of R.A. or On Behalf of R.A. Company — 2/13/06 Date

Exhibit 3.2

FRANCISCO V. AGUILAR
Secretary of State

GABRIEL DI CHIARA
Chief Deputy

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

ERIC NEWLAN
800 PARKER SQUARE SUITE 205
FLOWER MOUND, TX 75028, USA

[redacted]
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 135732

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Business Entity Filed Documents	Fees	[redacted]	[redacted]	Approved	1	[redacted]	[redacted]
Total							[redacted]

Payments

Type	Description	Payment Status	Amount
Credit Card	6755261807956219603099	Success	[redacted]
Total			[redacted]

Credit Balance: [redacted]

ERIC NEWLAN
800 PARKER SQUARE SUITE 205
FLOWER MOUND, TX 75028, USA

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the Office of	Business Number
Barbara K. Cegavske	**E0103202006-8**
Secretary of State	Filing Number
State Of Nevada	**20222825143**
	Filed On
	12/19/2022 12:00:00 PM
	Number of Pages
	8

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:

LUDWIG ENTERPRISES, INC.

Entity or Nevada Business Identification Number (NVID): E0103202006-8

2. Restated or Amended and Restated Articles: (Select one)

(If amending and restating only, complete section 1,2 3, 5 and 6)

Certificate to Accompany Restated Articles or Amended and Restated Articles
Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.
☒ Amended and Restated Articles
* Restated or Amended and Restated Articles must be included with this filing type.

3. Type of Amendment Filing Being Completed: (Select only one box)

(If amending, complete section 1, 3, 5 and 6.)

Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock)

The undersigned declare that they constitute at least two-thirds of the following:

(Check only one box) incorporators board of directors

The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued

☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)
The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 86%

Officer's Statement (foreign qualified entities only) -
Name in home state, if using a modified name in Nevada:

Jurisdiction of formation:

Changes to takes the following effect:
The entity name has been amended. Dissolution
The purpose of the entity has been amended. Merger
The authorized shares have been amended. Conversion
Other: (specify changes)

* Officers Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation

This form must be accompanied by appropriate fees.

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)	Date: Time: (must not be later than 90 days after the certificate is filed)
5. Information Being Changed: (Domestic corporations only)	Changes to takes the following effect: The entity name has been amended. The registered agent has been changed (attach Certificate of Acceptance from new registered agent) The purpose of the entity has been amended. The authorized shares have been amended. The directors, managers or general partners have been amended. IRS tax language has been added. Articles have been added. ☒ Articles have been deleted. ☒ Other. The articles have been amended as follows: (provide article numbers, if available) 3A (attach additional page(s) if necessary)
6. Signature: (Required)	X Anne Blackstone ANNE BLACKSTONE CEO Signature of Officer or Authorized Signer Title X Anne Blackstone ANNE BLACKSTONE DIRECTOR Signature of Officer or Authorized Signer Title *If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

SEE ATTACHED AMENDMENT

This form must be accompanied by appropriate fees.

LUDWIG ENTERPRISES, INC.

ENTITY NUMBER: E0103202006-8

ARTICLES OF INCORPORATION - AMENDMENT

AMMEND SECTION 3A:

~~**Strike through section to be deleted**~~

Red underlined sections to be added

Black Sections to be retained unchanged

ARTICLES OF AMENDMENT
TO
ARTICLES OF
INCORPORATION OF
LUDWIG ENTERPRISES.
INC.

SECTION 3A

Pursuant to Chapter 78.195 of the of the Nevada Revised Statutes, Ludwig Enterprises, Inc. ~~GOOO Green, Inc~~., a Nevada corporation (the "Corporation"), does hereby certify:

The Articles of Incorporation of the Corporation (the "Charter") confer upon the Board of Directors of the Corporation (the "Board of Directors") the authority to provide for the issuance, from time to time, in one or more series, of shares of preferred stock and, in the resolution or resolutions providing for such issue, establish for each such series the number of shares, the designations, powers, privileges, preferences and rights, if any, of the shares of such series, and the qualifications, limitations and restrictions, if any, of such series, to the fullest extent permitted by the Nevada Revised Statutes as the same exists or may hereafter be amended. On May 31, 2022, the Board of Directors duly adopted the following resolution increasing the authorized common shares of Issuer to 1,250,000,000 common share*, and creating a series of Convertible Preferred Stock, comprised of Seven Million (7,000,000) authorized shares, and such resolution has not been modified and is in full force and effect on the date hereof:

RESOLVED that, pursuant to the authority vested in the Board of Directors in accordance with the provisions of the Charter, a series of the class of authorized convertible preferred stock, par value $0.001 per share, of the Corporation is hereby created and that the designation and number of shares thereof and the powers, preferences and rights of the shares of such series, and the qualifications, limitations and restrictions thereof are as follows:

FIRST: **These Articles of Amendment were adopted by the Board of Directors on May 31, 2022, in the manner prescribed by Chapter 78.195 of the of the Nevada Revised Statutes ("NRS"). Shareholder action was not required.**

SECOND: **That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating the total authorized shares of the Company be amended to 1,257,000,000 shares.**

THIRD: **That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating 1,250,000,000 share of the Company's authorized shock as "Common Stock" par value $0.001 per share.**

FOURTH: **That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on May 31, 2022, designating 7,000,000 shares of the Company's authorized stock as "Preferred", also known as "Convertible Preferred Stock" par value $0.001 per share subject to the terms and conditions set forth herein below.**

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of the Articles of Incorporation, a series of Convertible Preferred Stock, having a par value of $0.001 per share, of the Corporation be and hereby is created, and that the designation and number of shares thereof, and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series, and the qualifications, limitations and restrictions thereof, are as follows:

DESIGNATON OF TERMS OF
PREFERRED STOCK

Seven Million (7,000,000) shares of the authorized Preferred Stock of the Corporation are hereby designated "Convertible Preferred Stock" with the following rights, preferences, powers, privileges, restrictions, qualifications, and limitations.

1. Fractional Shares. Convertible Preferred Stock may be issued in fractional shares.

2. Dividends. Convertible Preferred Stock shall be treated pari passu with Common Stock except that the dividend on each share of Convertible Preferred Stock shall be equal to the amount of the dividend declared and paid on each share of Common Stock multiplied by the Conversion Rate.

3. Liquidation, Dissolution, or Winding Up. Payments to Holders of Convertible Preferred Stock shall be treated pari passu with Common Stock except that the payment on each share of Convertible Preferred Stock shall be equal to the amount of the payment on each share of Common Stock multiplied by the Conversion Rate. Once issued Convertible Preferred Shares may not be transferred, liened. encumbered or sold without an affirmative vote of (two/thirds) 2/3rds or more vote of all issued "Convertible Preferred Stock".

4. Voting. The shares of Series Convertible Preferred Stock shall vote on all matters as a class with the holders of Common Stock and each share of Convertible Preferred Stock shall be entitled to the number of votes per share equal to the Conversion Rate.

5. **Conversion Rate** ~~and Adjustments~~

(a) *Conversion Rate.* The Conversion Rate shall be 100 shares of Common Stock for each share of Convertible Preferred Stock.

(a) ***Conversion Rate.*** **The Conversion Rate shall be 100 shares of Common Stock ~~(as adjusted pursuant to this Section 5)~~ for each share of Convertible Preferred Stock.**

~~(b) *Adjustment for Stock Splits and Combinations.* If the Corporation shall at any time or from time to time after the issuance of the Convertible Preferred Stock effect a subdivision of the outstanding Common Stock, the Conversion Rate then in effect immediately before that subdivision shall be proportionately increased. If the Corporation shall at any time or from time to time after the issuance of the Convertible Preferred Stock combine the outstanding shares of Common Stock, the Conversion Rate then in effect immediately before the combination shall be proportionately decreased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.~~

~~(c) *Adjustment for Merger or Reorganization, etc.* If there shall occur any reorganization, recapitalization, reclassification, consolidation, or merger involving the Corporation in which the Common Stock (but not the Convertible Preferred Stock) is converted into or exchanged for securities, cash, or other property, then, following any such reorganization, recapitalization, reclassification, consolidation, or merger, each share of Convertible Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Convertible Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation, or merger would have been entitled to receive pursuant to such transaction.~~

~~6. Automatic Conversion on January 1st, 2025~~

~~7. Anti-Dilution Provision.~~

~~The holders of the Convertible Preferred Stock shall have anti-dilution rights (the "Anti- Dilution Rights") until and during the Two-year period after the Convertible Preferred shares are converted into shares of Common Stock at its then effective Conversion Rate. The anti-dilution rights shall be pro-rata to the holder's ownership of the Convertible Preferred Stock. The Company agrees to assure that the holders of the Convertible Preferred Stock shall have and maintain at all times, full ratchet anti-dilution protection rights as to the total number of issued and outstanding shares of common stock and preferred stock of the Company from time to time, at the rate of 65%, calculated on a fully diluted basis. In the event that the Company issues any shares of common stock, preferred stock or any security convertible into or exchangeable for common stock or preferred stock to any person or entity, the Company agrees to~~

~~undertake all necessary measures as may be necessary or expedient to accommodate its performance under this Convertible Preferred Stock Designation, including, without limitation, the amendment of its articles of incorporation to the extent necessary to provide for a sufficient number of shares of authorized common stock or preferred stock to be issued to Convertible Preferred Stock holders so as to maintain in Convertible Preferred Stock holders, a 65% interest in the common stock and preferred stock of the Company, calculated on a fully-diluted basis.~~

~~8.~~ **6. Waiver. Any of the rights, powers, or preferences of the holders of Convertible Preferred Stock set forth herein may be waived by the affirmative consent or vote of the holders of (two/thirds) 2/3rds or more of the shares of Convertible Preferred Stock then outstanding.**

RESOLVED, FURTHER, that any executive officer of the Corporation be, and they hereby are authorized and directed to prepare and file a Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Nevada law.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment this 13th day December 2022.

Name: Anne Blackstone
Title: CEO, Ludwig Enterprises Inc.

Exhibit 3.3

Ludwig Enterprises, Inc.
a Nevada Corporation

BY-
LAWS

Offices

1. The principal office of the corporation shall be located at such place as the Board of Directors shall, from time to time, determine.
2. The Corporation may also have offices at such other places as the Board of Directors and/or the President may appoint in accordance with the approved business plan.

Seal

3. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its creation and the words “Corporate Seal, Nevada”.

Stockholders’ Meetings

4. Meetings of the shareholders shall be held at such place as shall be fixed, from time to time, by the Board of Directors.

4a) The Board of Directors may it its sole discretion determine that the meeting of the Shareholders shall not be held at any place but shall instead be held solely by means of remote communication under subsection (b) of this section.

4b) If authorized by the Board of Directors, in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may by means of remote communication (i) Participate in a meeting of the shareholders; and (ii) Be deemed present in person and vote at a meeting of shareholders, whether such meeting is to be held at a designated place or solely by means of remote communications, if: 1) The corporation implements reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communications is a shareholder or proxyholder; 2) The corporation implements reasonable measures to provide shareholders and proxyholders referred to in subparagraph 1 of this paragraph a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including and opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and 3) The corporation records any vote or other action taken at the meeting by a shareholder or proxy holder by means of remote communication.

5. Stockholders may vote at all meetings either in person or by proxy in writing.

6. A majority in amount of the stock issued and outstanding represented by the holder in person, absentia or by proxy shall be requisite at every meeting to constitute a quorum for the election of Directors or for the transaction of other business except as provided by statute, amendment or the articles of incorporation. A shareholder shall be deemed present in “absentia” provided proof is available that the shareholder was provided timely and proper notice.

7. Voting upon all questions at all meetings of the stockholders shall be by shares of stock and not per capita, unless otherwise provided in the Articles of Incorporation, or any amendment thereof.

8. The vote for Directors, and upon the demand of any stockholder, the vote upon any question before the meeting shall be by ballot.

8a Any action, which may be taken by the vote of the stockholders at a meeting, may be taken without shareholder notice or a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the articles of incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

Annual Meeting

9. The annual meeting of stockholders, after the year 2005, shall be held on the first Monday of March in each year, unless a legal holiday, and if a legal holiday, then on the next secular day following, at a site to be determined each year by the Board of Directors, at two o'clock P.M., when they shall elect by a plurality vote, by ballot, a Board of one Director to serve for one, two or three years as recommended by the Board of Directors, each stockholder being entitled to one vote, in person or by proxy, for each share of stock standing registered in his or her name. Time and Location of such meeting to be conspicuously posted in the company's headquarters, no other notice need be given.

Proxies to be Filed

10. All proxies shall be filed with the Secretary of the meeting before being voted upon.

List of Stockholders

11. A full list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order with the number of shares held by each, shall be prepared by the Secretary and shall be produced at the time and place of the meeting.

Special Meetings of Stockholders

12. Special meetings of the stockholders may be called by the President, and shall be called at the request in writing to the President of, or by vote of, a majority of the Board of Directors, or at the request in writing by stockholders of record owning a majority in amount of the capital stock of the Corporation issued and outstanding.

Notice of Meetings

13. Written or personal notice stating the place, date, hour and purpose of any meeting shall be given not less then ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. Notice may be communicated by fax, e-mail or other electronic means so long as a record of its transmittal is retained. In the alternative notice may be given by posting such Notice of Meeting for a minimum of ten days in a conspicuous location in the corporate offices or on the company's web site.

Regular Meetings of Directors

14. A regular meeting of the Board of Directors shall be held annually, immediately following the annual meeting of Stockholders at the place where such meetings of the Stockholders is held or at such other place, date and hour as a majority of the newly elected Directors may designate. At such meeting, the Board of Directors shall elect officers of the Corporation. In addition to such regular meeting, the Board of Directors shall have the power to fix by resolution the place, date and hour of other regular meetings of the Board.

Special Meetings of Board

15. Special meetings of the Board may be called by the Chairman of the Board, Secretary or President on one days' notice to each Director, either personally, by mail or by wire; special meetings may be called in like manner and on like notice, on the written request of a majority of the Directors in office.

Quorum at Meetings of Board

16. A majority of the Directors shall be necessary at all meetings to constitute a quorum for the transaction of any business. Any director wishing to attend a regular meeting of the Board of Directors via the telephone, voice over the internet or the like shall notice the Secretary (3) three or more days prior to such meeting, the preceding notice requirement shall not apply for Special Meetings, and the Secretary shall provide a telephone or video-phone connections to such Director. A Director conforming to the above and acknowledging his or her presence over such remote communications connection shall be deemed to be present at such meeting with all rights and privileges as if he or she where physically present.

General Powers of Directors

17. The Board of Directors shall management of the business of the Corporation. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by these By-Laws directed or required to be exercised or done by the stockholders.

Specific Powers or Directors

18. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by the Articles of Incorporation and by these ByLaws, it is hereby expressly declared that the Board of Directors shall have the following powers, that is to say:

First. From time to time, make and change rules and regulations, not inconsistent with these By-Laws, for the management of the Corporation's business and affairs.

Second. To purchase or otherwise acquire for the Corporation any property, rights or privileges, which the Corporation is, authorized to acquire, at such price and on such terms and conditions and for such consideration as they shall from time to time see fit.

Third. At their discretion to pay for any property or rights acquired by the Corporation, either wholly or partly in money or in stocks, bonds, debentures or other securities of the Corporation.

Fourth. To create, make and issue mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgage or otherwise, and to do every other act and thing necessary to effectuate the same.

Fifth. By Majority Vote to appoint and at their discretion remove or suspend such subordinate officers, agents or servants, permanently or temporarily, as they may from time to time think fit, and to determine their duties, and fix, and from time to time change, their salaries or emoluments, and to require security in such instances and in such amounts as they think fit.

Sixth. After Majority Vote to confer by resolution upon any appointed officer of the Corporation the power to choose, remove or suspend such subordinate officers, agents or servants.

Seventh. To appoint any person or persons to accept and hold in trust for the Corporation any property belonging to the Corporation, or in which it is interested, or for any other purpose, and to execute and do all such duties and things as may be requisite in relation to any such trust.

Eighth. To determine who shall be authorized on the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

Ninth. From time to time provide for the management of the affairs of the Corporation, at home or abroad, in such manner as they see fit, and in particular, from time to time, to delegate any of the powers of the Board in the course of the current business of the Corporation to any standing or special committee, or to any officer or agent and to appoint any persons to be the agents of the Corporation, with such powers (including the power to sub-delegate), and upon such terms as may be deemed fit.

Tenth By Majority vote to amend these By-Laws with full authority of the shareholders.

Compensation of Directors

19. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

20. Members of special or standing committees may be allowed like compensation f or attending committee meetings.

Election of Officers

21. The Corporation shall have a President, a Secretary and a Treasurer, who shall be elected by the Board of Directors. The Board of Directors may elect as additional officers, a Chairman of the Board of Directors~~;~~. The president can appoint one or more Vice-Presidents, and one or more assistant officers.

22. All such officers shall be subject to removal by resolution of the Board at any time, with or without cause; providing a majority of the whole Board shall vote in favor thereof.

The President

23. The President, also known as the Chief Executive Officer, shall preside at all meetings of the stockholders; he shall have general and active management of the business of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, and when authorized by the Board, affix the seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of the Secretary or the Treasurer.
24. He shall have general superintendence and direction of all the other officers of the Corporation, and shall see that their duties are properly performed.
25. He shall submit a report of the operations of the Corporation for the fiscal year to the Directors at their regular meeting, and to the stockholders at the annual meeting, and from time to time shall report to the Board all matters within his knowledge, which the interests of the Corporation may require to be brought to their notice.
26. He shall be ex officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

The Vice-President

27. The Vice-President shall be vested with all the powers, and required to perform all the duties of the President in his absence ~~as well as any other duties as the Board of Directors may prescribe~~.

The Secretary

28. The Secretary shall keep full minutes of all meetings of the stockholders and Directors; he shall attend all sessions of the Board, shall act as clerk thereof, and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notices of all meetings of the stockholders of the Corporation and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors under whose supervision he shall be. In the event that the Secretary is unable, for any reason, to be present or perform his duties the Chairman of the Board and/or president, may either appoint himself or another to the position of assistant Secretary with all of the powers of the Secretary. Such appointment may be temporary or for the term of the Secretary.

The Treasurer

29. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

30. He shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and at the regular annual meeting of the Board, a like report for the preceding year.

31. He shall give the Corporation a bond in a sum, and with one or more sureties, if the Board of Directors so determine, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.

Vacancies

32. If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant, by reason of death, resignation, disqualification, or otherwise, the remaining Directors, although less than a quorum, by a majority vote, may choose a successor or successors, who shall hold office for the unexpired term.

Officers May Resign

33. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Duties of Officers May be Delegated

34. In case of the absence of any officer of the Corporation, or for any other reason that the president or the Board may deem sufficient, the president or in his absence the Board may delegate the powers or duties of such officer to any other officer, or to any Director for the time being; provided a majority of the entire Board concur therein.

Transfers of Stock

35. All transfers of the stock of the Corporation shall be made upon the books of the Corporation by the holder of the shares in person, or by his legal representatives, certificates of stock shall be surrendered and cancelled at the time of transfer.

36. No transfer of stock shall be made within ten days next preceding the day appointed for paying a dividend.

37. The Board may also close the transfer books for not exceeding twenty days preceding the annual meeting of stockholders.

38. The Corporation shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share, on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by Statute.

Certificates of Stock

39. Certificates of Stock shall be signed by the President or Vice-President, and the Treasurer or Assistant Treasurer or Secretary or Assistant Secretary and shall bear the seal of the Corporation (if required). Any shareholder requesting affirmation of ownership in the form of a physical Stock Certificate shall be solely responsible for the costs associated with such request. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents of the corporation may be printed or lithographed upon such certificate in lieu of the actual signatures. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the corporation, such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of such corporation.

Loss of Certificate

40. Any person claiming a certificate of stock to be lost or destroyed, shall make an affidavit or affirmation of that fact and advertise the same in such manner as the Board may require, and shall give the Corporation a bond of indemnity in form and with one or more sureties satisfactory to the Board, in at least double the value of such certificate, whereupon the proper officers may issue a new certificate of the same tenor with the one alleged to be lost or destroyed, but always subject to the approval of the Board. All costs associated with issuance of a Lost Certificate shall be the sole responsibility of the shareholder requesting such.

Inspection of Books and Accounts

41. The books, accounts and records of the Corporation shall be open to inspection by any member of the Board of Directors at all times; stockholders may inspect the books of the Corporation at such reasonable times as the Board of Directors may by resolution designate.

Dividends

42. Dividends on the capital stock of the Corporation when earned, shall be declared at the discretion of the Board of Directors.

Directors' Annual Statement

43. The Board of Directors shall present at each annual meeting, and when called for by the stockholders at any special meeting of the stockholders, a full and clear statement of the business and condition of the Corporation.

Notice

44. Whenever notice is required by statute or by these By-Laws to be given to the stockholders, or the Directors, written or personal notice permitted unless expressly so stated; and any notice so required shall be deemed to be sufficient if given by depositing the same in a post-office box, properly stamped, addressed to such stockholder, Director or officer; and such notice shall be deemed to have been given at the time of such mailing, except where notice is given by wire, in
which latter case notice shall be deemed to be given at the time the same is delivered to the telegraph company. Notice may be communicated by fax, e-mail or other electronic means so long as a record of receipt by the receiving party is provided to the sender. Notice may also be given through posting of on the company's web site for a minimum period of (10) ten calendar days prior to the meeting date or date of required action.

Amendments

45. The stockholders, by the affirmative vote of a majority of the stock represented by the holder in person or by proxy present at such meeting may at any annual meeting, or upon notice at any special meeting, alter or amend these By-Laws.
46. The Board of Directors, by the affirmative vote of a majority of the members, may alter or amend these By-Laws at any regular meeting of the Board or at any special meeting of the Board, provided that notice of the proposed alteration or amendment has been give to each Director.
47. Previous By-Laws are revoked and rescinded.

I THE UNDERSIGNED, being the Secretary of Ludwig Enterprises, Inc.

DO HEREBY CERTIFY the foregoing to be the by-laws of said corporation, as adopted at a meeting of the Directors held on the 1st day of March 2010.

Assistant Secretary, Ludwig Enterprises, Inc.

Exhibit 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

CONVERTIBLE PROMISSORY NOTE

Principal Amount: $150,000
Purchase Price: $ 75,000

Sparks, NV
February 7th, 2021

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Homeopathic Partners, Inc., a FL corporation (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $150,000 in lawful money of the United States of America on February 6th, 2022 (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - $150,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $75,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares of any qualified Regulation A Offering under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price of the Regulation A Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its Regulation A filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

(e) Right to Convert. The Payee shall have the right, at any time from the later of the date on the signature page attached hereto or the date that the Purchase Price is received by the Company (the "Issue Date"), so long as there are amounts outstanding under the Note, to convert all or any portion of the then outstanding and unpaid Principal Amount and interest (including any Default Interest) into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Company into which such Common Stock shall hereafter be changed or reclassified, at a Conversion Price of .01 per share for the one year period subsequent to the Issue Date (a "Conversion"); provided, however, that in no event shall the Payee be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Payee and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of this Note or the unexercised or unconverted portion of any other security of the Company subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of Conversion Shares issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Payee and its affiliates of more than 4.99% of the then outstanding shares of Common Stock. For purposes of the proviso set forth in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided, however, that the limitations on conversion may be waived (up to 9.99%) by the Payee upon, at the election of the Payee, not less than sixty-one (61) days' prior notice to the Company, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Payee, as may be specified in such notice of waiver). The number of Conversion Shares to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Conversion Price, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Company or Company's transfer agent by the Payee; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Company or Company's transfer agent before 11:59 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the Principal Amount of this Note to be converted in such conversion plus (2) at the Payee's option, accrued and unpaid interest, if any, on such Principal Amount at the Interest Rate to the Conversion Date, plus (3) at the Payee's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) or (2).

(f) Authorized and Reserved Shares. The Company covenants that at all times until the Note is satisfied in full, the Company will reserve from its authorized and unissued Common Stock a sufficient number of shares (initially 15,000,000), free from preemptive rights, to provide for the issuance of a number of Conversion Shares equal to the number of shares of Common Stock reserved in the Payee's Transfer Agent Letter entered into in connection with this Note (the "Reserved Amount"). The Company represents that upon issuance, the Conversion Shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Company shall issue any securities or make any change to its capital structure which would change the number of Conversion Shares into which this Note shall be convertible at the then current Conversion Price, the Company shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of this Note. The Company acknowledges that it has irrevocably instructed its transfer agent to reserve the Conversion Shares and agrees that this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates or electronically issue shares of Common Stock to execute and issue the necessary certificates for the Conversion Shares in accordance with the terms and conditions of this Note.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: Homeopathic Partners, Inc.
Carl Rubin, President
3160 NW 1st Ave.
Pompano Beach, FL 33064

Company: Ludwig Enterprises, Inc
Jean Cherubin, President
1702 A Street #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc.

By: 

Jean Cherubin
President and Director

Homeopathic Partners, Inc.

By: 

Carl Rubin
President

Exhibit 4.2

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

CONVERTIBLE PROMISSORY NOTE

Principal Amount:	$250,000	Sparks, NV
Purchase Price:	$125,000	November 4th, 2021

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Homeopathic Partners, Inc., a FL corporation (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $250,000 in lawful money of the United States of America on November 4th, 2022 (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - $250,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $125,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares of any qualified Regulation A Offering under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price of the Regulation A Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its Regulation A filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

(e) Right to Convert. The Payee shall have the right, at any time from the later of the date on the signature page attached hereto or the date that the Purchase Price is received by the Company (the "Issue Date"), so long as there are amounts outstanding under the Note, to convert all or any portion of the then outstanding and unpaid Principal Amount and interest (including any Default Interest) into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Company into which such Common Stock shall hereafter be changed or reclassified, at a Conversion Price of .01 per share for the one year period subsequent to the Issue Date (a "Conversion"); provided, however, that in no event shall the Payee be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Payee and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of this Note or the unexercised or unconverted portion of any other security of the Company subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of Conversion Shares issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Payee and its affiliates of more than 4.99% of the then outstanding shares of Common Stock. For purposes of the proviso set forth in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided, however, that the limitations on conversion may be waived (up to 9.99%) by the Payee upon, at the election of the Payee, not less than sixty-one (61) days' prior notice to the Company, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Payee, as may be specified in such notice of waiver). The number of Conversion Shares to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the Conversion Price, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Company or Company's transfer agent by the Payee; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Company or Company's transfer agent before 11:59 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the Principal Amount of this Note to be converted in such conversion plus (2) at the Payee's option, accrued and unpaid interest, if any, on such Principal Amount at the Interest Rate to the Conversion Date, plus (3) at the Payee's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) or (2).

(f) Authorized and Reserved Shares. The Company covenants that at all times until the Note is satisfied in full, the Company will reserve from its authorized and unissued Common Stock a sufficient number of shares (initially 25,000,000), free from preemptive rights, to provide for the issuance of a number of Conversion Shares equal to the number of shares of Common Stock reserved in the Payee's Transfer Agent Letter entered into in connection with this Note (the "Reserved Amount"). The Company represents that upon issuance, the Conversion Shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Company shall issue any securities or make any change to its capital structure which would change the number of Conversion Shares into which this Note shall be convertible at the then current Conversion Price, the Company shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of this Note. The Company acknowledges that it has irrevocably instructed its transfer agent to reserve the Conversion Shares and agrees that this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates or electronically issue shares of Common Stock to execute and issue the necessary certificates for the Conversion Shares in accordance with the terms and conditions of this Note.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: Homeopathic Partners, Inc.
Carl Rubin, President
The Villages, FL 32162

Company: Ludwig Enterprises, Inc
Jean Cherubin, President
1702 A Street #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc.

By: _____
Jean Cherubin
President and Director

Homeopathic Partners, Inc.

By: _____
Carl Rubin
President

Exhibit 4.3

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$150,000	Sparks, NV
Purchase Price:	$ 75,000	October 1st, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Homeopathic Partners, Inc. or its assignee, a corporation (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $150,000 in lawful money of the United States of America on September 1st , 2023 or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - $75,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $150,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 9/1/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to October 15, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly

comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: Homeopathic Partners, Inc.
3160 NW 1 Avenue
Pompano Beach, Florida, 33064

Company: Ludwig Enterprises, Inc
Anne Blackstone, CEO
1749 Victorian Avenue #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

Carl Rubin, CEO
Homeopathic Partners, Inc.

Exhibit 4.4

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$100,000	Sparks, NV
Purchase Price:	$ 50,000	November 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Homeopathic Partners, Inc. or its assignee, a Florida trust (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000 in lawful money of the United States of America on September 1st , 2023 or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - $50,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $100,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 9/1/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganifation, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: Homeopathic Partners, Inc.
3160 NW 1 Avenue
Pompano Beach, Florida, 33064

Company: Ludwig Enterprises, Inc
Anne Blackstone, CEO
1749 Victorian Avenue #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

Homeopathic Partners, Inc.
Carl Rubin, CEO

Exhibit 4.5

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $60,000__ Sparks, NV
Purchase Price: $30,000__ September __1__, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the ***"Company"),*** hereby promises to pay to the order of ___Steven J. Preiss__, at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $60,000 in lawful money of the United States of America on September 1st, 2023 or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the ***"Maturity Date"),*** in addition to all other amounts provided in this convertible promissory note (this **"*Note*"**).

1. Purchase Price - $30,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $60,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 9/1/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to October 15, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee (***"Pre-pay Notice").*** During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ***("Event of Default"),*** and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganifation, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term ***"Payee"*** shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Steven J. Preiss 887 E El Escudero Palm Springs, CA 92262
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the ***"Maximum Legal Rate").*** If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

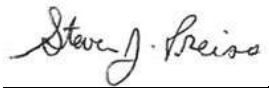
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By:  Anne Blackstone

Anne Blackstone
CEO and Director

Payee:

By: 

Print Name Steven J. Preiss

Exhibit 4.6

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$100,000	Sparks, NV
Purchase Price:	$50,000	August 30, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the ***"Company"),*** hereby promises to pay to the order of Michael Magliochetti at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000 in lawful money of the United States of America on August 30 , 2023 or from available funds from the Company's S-1 offering - should such be approved and authorized by the US Securities and Exchange Commission (the ***"Maturity Date"),*** in addition to all other amounts provided in this convertible promissory note (this ***"Note").***

1. Purchase Price - $50,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $100,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 8/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to October 15, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee (***"Pre-pay Notice").*** During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default (***"Event of Default"***), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganifation, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term ***"Payee"*** shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Michael Magliochetti 116 Bridges Lane North Andover, MA 01845
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the ***"Maximum Legal Rate")***. If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and. without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rale of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: Anne Blackstone

Anne Blackstone
CEO and Director

Anne Blackstone

Payee:

By:

Print Name Michael Magliochetti

Exhibit 4.7

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INT0 WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (1) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN 0PIN10N OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (11) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$50,000	Sparks, NV
Purchase Price:	$25,000	August 30, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "Company"), hereby promises to pay to the order of Michael Magliochetti, Jr. at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000 in lawful money of the United States of America on August 30 , 2023 or from available funds from the Company's S-1 offering — should such be approved and authorized by the US Securities and Exchange Commission (the "Maturity Date"), in addition to all other amounts provided in this convertible promissory note (this "Note").

1. Purchase Price - $25,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $50,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 8/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to October 1 5, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("Pre-pay Notice"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-I offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("Event of Default"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term “Payee” shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e).

Payee:	Michael Magliochetti, Jr. 82 Mill Pond North Andover, MA 01845
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue C- 350 Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(D Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "Maximum Legal Rate"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

Print Name Michael Magliochetti, Jr.

Exhibit 4.8

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$80,000	Sparks, NV
Purchase Price:	$40,000	August 31st, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Christoph Wald, an individual (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $80,000 in lawful money of the United States of America on September 1st , 2023 or from available funds from the Company's S-1 offering - should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - $40,000 - Original Issue Discount of 50%, Upon execution and delivery of this Note, the sum of $40,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 9/1/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to October 15, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganifation, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Christoph Wald 2 Swallow Cave Road Nahant, MA 01908
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if die maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: _____
Anne Blackstone
CEO and Director

Anne Blackstone

Payee:

By: _____

Christoph Wald 8/31/2022

Exhibit 4.9

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $25,000.00 Sparks, NV
Purchase Price: $17,500.00 December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Brandon Ivery, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $25,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $17,500.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Brandon Ivery 997 Poppy Hills Dr. Blacklick, OH., 43004
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Brandon Ivery

Exhibit 4.10

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $25,000.00 Sparks, NV
Purchase Price: $17,500.00 December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Carlesha Chambers, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $25,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $17,500.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Carlesha Chambers 997 Poppy Hills Dr. Blacklick, OH., 43004
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By:  _____

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Carlesha Chambers

Exhibit 4.11

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $100,000.00 Sparks, NV
Purchase Price: $70,000.00 November 28, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Jeffery S. Lee, an individual (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $70,000.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/27/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Jeffery S. Lee 6640 East Pike Zanesville, OH., 43701
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By:  _____

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Jeffery S. Lee

Exhibit 4.12

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $100,000.00 Sparks, NV
Purchase Price: $70,000.00 November 28, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Kimberly Farahay, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $70,000.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/27/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Kimberly Farahay 6640 East Pike Zanesville, OH., 43701
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By:  _____

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Kimberly Farahay

Exhibit 4.13

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $33.333.33 Sparks, NV
Purchase Price: $23,333.33 December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Kimberly Farahay, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $33,333.33 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $23,333.33 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Kimberly Farahay 522 Wheeling Ave. Cambridge, OH., 43725
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Kimberly Farahay

Exhibit 4.14

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $33.333.33 Sparks, NV
Purchase Price: $23,333.33 December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Eileen Farahay, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $33,333.33 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $23,333.33 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Eileen Farahay 340 Spring Valley Drive Zanesville, OH., 43701
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Eileen Farahay

Exhibit 4.15

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $33.333.33 Sparks, NV
Purchase Price: $23,333.33 December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the "***Company***"), hereby promises to pay to the order of Russ Kaminski, (the "***Payee***"), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $33,333.33 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date***"), in addition to all other amounts provided in this convertible promissory note (this "***Note***").

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $23,333.33 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee ("***Pre-pay Notice***"). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee:	Russ Kaminski 340 Spring Valley Drive Zanesville, OH., 43701
Company:	Ludwig Enterprises, Inc Anne Blackstone, CEO 1749 Victorian Avenue #C - 350. Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "***Maximum Legal Rate***"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By:  _____

Anne Blackstone
CEO and Director

Payee:

By: _____

Print Name: Russ Kaminski

Exhibit 4.16

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$142,857.00	Sparks, NV
Purchase Price:	$100,000.00	December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the **"*Company*"**), hereby promises to pay to the order of John Dymond, an individual (the **"*Payee*"**), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $142,857.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S - 1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the **"*Maturity Date*"**), in addition to all other amounts provided in this convertible promissory note (this ***"Note"***).

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $100,000.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms.

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee (**"*Pre-pay Notice*"**). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-l under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-l filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default (**"*Event of Default*"**), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term ***"Payee"*** shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: John Dymond
8531 Sun Up Trail
Boynton Beach, Florida 33436

Company: Ludwig Enterprises, Inc
Anne Blackstone, CEO
1749 Victorian Avenue #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the **"*Maximum Legal Rate*"**). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

Print Name: John Dymond

Exhibit 4.17

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount:	$100,000.00	Sparks, NV
Purchase Price:	$70,000.00	December 1, 2022

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the ***"Company"***), hereby promises to pay to the order of Carl LaRue, an individual (the ***"Payee"***), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the ***"Maturity Date"***), in addition to all other amounts provided in this convertible promissory note (this ***"Note"***).

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $70,000.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms.

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 11/30/2023 or sooner by the funds collected through the approved S-1 to be filed with the Security and Exchange Commission prior to December 31, 2022 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee (***"Pre-pay Notice"***). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default"***), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term "***Payee***" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: Carl LaRue
63825 Arrowhead Rd.
Cambridge, OH., 43725

Company: Ludwig Enterprises, Inc
Anne Blackstone, CEO
1749 Victorian Avenue #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the ***"Maximum Legal Rate"***). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of tire transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

Name: Carl LaRue

Exhibit 4.18

AMENDMENT TO CONVERITIBLE PROMISSORY NOTE

This constitutes an Amendment to that certain Convertible Promissory Note (the "Note") dated as of December 1, 2022, issued by Ludwig Enterprises, Inc., a Nevada corporation (the "Company"), to Brent Lunde ("Payee"), in the principal amount of $100,000.00.

Paragraph 2(d) of the Note is deleted in its entirety and replaced with the following:

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any qualified S-1 offering statement under the Securities Act of the Company during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the offering price less 20% of the Offering Statement. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

Alternatively, at any time prior to the effective date of the Company's first Registration Statement on Form S-1, Payee shall have the right, in Payee's sole discretion, to convert any amount due under this Note at a conversion price of $.11 per share.

The remainder of the Note remains in full force and effect.

Dated: May 01, 2023.

COMPANY:

LUDWIG ENTERPRISES, INC.

By: 

Anne B. Blackstone
CEO LUDG

FORM OF NOTICE OF CONVERSION

The undersigned hereby elects to convert $100,000.00 the principal amount of that certain OID Convertible Promissory Note with an issued date of December 1, 2022 (the "Note"), of Ludwig Enterprises, Inc., a Nevada corporation (the "Company"), into that number of shares of common stock (the "Common Stock") to be issued pursuant to the conversion of the Note as set forth below, according to the conditions of the Note, as of the date written below. No fee will be charged to the Payee for any conversion, except for transfer taxes, if any.

The undersigned hereby requests that the Company issue a certificate or certificates in book form for the number of shares of Common Stock set forth below (which numbers are based on the Payee's calculation) in the name(s) specified immediately below:

Date of conversion: May 01, 2023

Applicable Conversion Price: $0.11 per share

Number of shares of common stock to be issued pursuant to conversion of the Note: 909,091

Amount of Principal Balance due remaining under the Note after this conversion: $0.00

PAYEE:

Brent Lunde

Name of Payee

By: 

Payee signature

Exhibit 4.20

This 14TH of November 2022 I, Michael Magliochetti ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated August 30, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:

Signature

MICHAEL MAGLIOCHETTI

Printed Name of Signer

This 14TH of November 2022 I, Michael Magliochetti, Jr. ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated August 30, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:

Signature

MICHAEL MAGLIOCHETTI, JR

Printed Name of Signer

Exhibit 4.21

This 14th day of November 2022 I, Carl Rubin president, Homeopathic Partners, Inc. ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated February 7, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:

Carl Rubin, president
Homeopathic Partners, Inc.

Exhibit 4.22

This 14th day of November 2022 I, Carl Rubin president, Homeopathic Partners, Inc. ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated November 4, 2021, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:

Carl Rubin, president
Homeopathic Partners, Inc.

Exhibit 4.23

This 14th day of November 2022 I, Carl Rubin president, Homeopathic Partners, Inc. ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated October 1, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

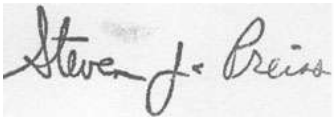
Note Holder:

Carl Rubin, president
Homeopathic Partners, Inc.

Exhibit 4.24

This __14th day_ of November 2022 I, Steven J. Preiss ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated September 1, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:



Signature

Steven J Preiss

Printed Name of Signer

Exhibit 4.25

This 13th of November 2022 I, Christoph Wald ("Note Holder") do herein agree to extend the Maturity Date on a Promissory Note dated August 31, 2022, with Ludwig Enterprises, Inc. to July 1, 2023 or from funds from Ludwig Enterprises, Inc.'s S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission.

Note Holder:

Signature

Christoph Wald

Printed Name of Signer

Exhibit 4.26

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO AN APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

PROMISSORY NOTE

Principal Amount: $100,000.00 Sparks, NV
Purchase Price: $70,000.00 January 16, 2023

FOR VALUE RECEIVED, Ludwig Enterprises, Inc., a NV corporation (the ***"Company"***), hereby promises to pay to the order of William R. Yahner Jr., (the ***"Payee"***), at the address specified for notice below, or such other place as the Payee may designate to Company in writing from time to time, the principal sum of $100,000.00 in lawful money of the United States of America 364 days from the date set forth above or from available funds from the Company's S-1 offering – should such be approved and authorized by the US Securities and Exchange Commission (the "***Maturity Date"***), in addition to all other amounts provided in this convertible promissory note (this ***"Note"***).

1. Purchase Price - Original Issue Discount of (30%) thirty per cent, upon execution and delivery of this Note, the sum of $70,000.00 shall be remitted and delivered to, or on behalf of the Company by Payee.

2. Payment Terms

(a) Interest. This Note shall not bear interest.

(b) Payment of Principal at Maturity. The principal of this Note shall be due and payable on the Maturity Date of 01/15/2024 or sooner by the funds collected through the approved S-l to be filed with the Security and Exchange Commission prior to March 15, 2023 for review and approval.

(c) Prepayment. The Company shall have the right to prepay this Note, along with accrued interest or penalties thereon as may be applicable, prior to the Maturity Date subject to 3-day prior notice to the Payee (***"Pre-pay Notice"***). During the Pre-pay Notice period, the Payee shall retain the ability to exercise the rights set forth in Section 3(d) below. In the event that any scheduled payment date hereunder is a day on which banks in the State of New York are required or authorized to be closed, then the payment that would be due on such day shall instead be due and payable on the next day in which banks in the State of New York are open, with additional interest for such delay at the rate then in effect hereunder.

(d) Right to Register. Payee shall have the right, which may be exercised at Payee's sole discretion, to convert any amount due under this Note into shares at a 20% discount to any effective Company Registration Statement on Form S-1 under the Securities Act during the term of the Offering. The number of shares to be issued shall be determined by dividing the converted amount by the then-current offering price multiplied by 80%. In conjunction with the rights granted Payee under this Section 3(d), Company shall, while any amount due under this Note remains outstanding, (i) identify Payee as a selling shareholder in its S-1 filings; and (ii) register and allocate a sufficient number of shares of its Common Stock to repay the remaining balance under the Note in full.

3. Default. It shall be an event of default ("***Event of Default***"), and the entire unpaid principal of this Note shall become immediately due and payable upon the occurrence of any of the following events:

(a) any failure on the part of the Company to make any payment under this Note when due, and such failure continues for five (5) days after the due date;

(b) the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

(c) a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

(d) the appointment of a receiver, trustee, or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

(e) the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

4. Waiver.

(a) The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

(b) The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

(c) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

5. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

6. Assignment of Note. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

7. Miscellaneous.

(a) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(b) Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

(c) This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

(d) The term **"*Payee*"** shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

(e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, email, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 7(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 7(e)).

Payee: William R. Yahner, Jr.
63714 Frankfort Road
Salesville, OH 43778

Company: Ludwig Enterprises, Inc
Anne Blackstone, CEO
1749 Victorian Avenue #C - 350.
Sparks, NV 89431

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

(f) Time is of the essence under this Note.

(g) All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the **"*Maximum Legal Rate*"**). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

(h) The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder actions and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

(i) Most-Favored Nation. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the holder of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee (the "Adjustment Deadline"), provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

(j) Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Payee in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Payee with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Payee to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Payee's election.

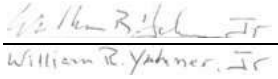
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Note as of the date first set forth above.

Ludwig Enterprises, Inc. / the Company

By: 

Anne Blackstone
CEO and Director

Payee:

By: 

William R. Yahner, Jr

Print Name: William R. Yahner Jr.

Exhibit 5.1

NEWLAN LAW FIRM, PLLC
2201 Long Prairie Road, Suite 107-762
Flower Mound, Texas 75022

February __, 2023

Ludwig Enterprises, Inc.
1749 Victorian Avenue
#C-350
Sparks, Nevada 89431

Re: Registration Statement of Ludwig Enterprises, Inc.

Ladies and Gentlemen:

We have acted as counsel to Ludwig Enterprises, Inc., a Nevada corporation (the "Company"), in connection with the registration by the Company with the U.S. Securities and Exchange Commission of up to 47,000,000 shares (the "Shares") of the common stock, par value $0.001 per share ("Common Stock"), of the Company to be offered and sold by the Company pursuant to a Registration Statement on Form S-1 filed by the Company with the Commission on _____, 2023 (the "Registration Statement").

We have examined such documents and considered such legal matters as we have deemed necessary and relevant as the basis for the opinion set forth below. With respect to such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as reproduced or certified copies, and the authenticity of the originals of those latter documents. As to questions of fact material to this opinion, we have, to the extent deemed appropriate, relied upon certain representations of certain officers and employees of the Company.

Based upon the foregoing, we are of the opinion that the 47,000,000 Shares being offed by the Company will, when issued and sold by the Company in accordance with the terms set forth in the Registration Statement, will be validly issued, fully paid and non-assessable shares of Common Stock of the Company.

Our opinion herein is expressed solely with respect to the Nevada Revised Statutes of the State of Nevada. Our opinion is based on these laws as in effect on the date hereof and as of the effective date of the Registration Statement, and we assume no obligation to revise or supplement this opinion after the effective date of the Registration Statement should the law be changed by legislative action, judicial decision or otherwise. Where our opinions expressed herein refer to events to occur at a future date, we have assumed that there will have been no changes in the relevant law or facts between the date hereof and such future date. Our opinions expressed herein are limited to the matters expressly stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. Not in limitation of the foregoing, we are not rendering any opinion as to the compliance with any other federal or state law, rule or regulation relating to securities, or to the sale or issuance thereof.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement, to the use of our name as your counsel and to all references made to us in the Registration Statement and in the prospectus forming a part thereof. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Newlan Law Firm, PLLC

Newlan Law Firm, PLLC

Exhibit 10.1

STOCK OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), dated as of 06/27/2020 (the "Effective Date"), is entered into by and between Worthington Financial Services, Carl Rubin agent (directly or through an associated entity, Homeopathic Partners, Inc.) with offices at 3160 NW 1st Ave Pompano Beach. FL 33064 (the "Seller") on the one hand, and Ludwig Enterprises, Inc., a Nevada corporation ("Buyer") on the other hand.

RECITALS

WHEREAS, on the date hereof_ Seller holds 172,162.746 shares of the common stock, par value $0.00 I per share represented by Account #9 formerly designated certificates # 12, 626, 627, 674, 743, 744 and 829 (the ''Common Stock") of Ludwig Enterprise, Inc. a Nevada corporation (the "company") and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller an irrevocable option (the "Option") to purchase 172,162,746 shares of Common Stock represented by Account #9 formerly designated certificates # 12, 626, 627, 674, 743, 744 and 829 (the "Shares"), on the terms and conditions set forth herein.

NOW. THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. the parties hereby agree as follows:

1. GRANT OF OPTION

1.1 Grant of Option. Pursuant to the terms and subject to the conditions of this Agreement Buyer hereby grants to Seller (1,000,000) one million preferred par $0.001 shares of Issuer (the "Option Fee ") without cost, the Option is for the right for Purchaser to purchase 172,162,746 common Shares of Issuer for a total aggregate consideration of ($122,873.44)) one hundred twenty-two thousand eight hundred seventy three dollars and 44 cents (the "Purchase Price"). For the avoidance of doubt. the Option Fee shall not be refundable.

1.2 Closing. The closing of the transaction contemplated herein (the "Closing") shall take place on January 31, 2023 (the "Closing Date") at 1:00 PM Eastern Time at the office of Frank Yates, Attorney at Law located at 3160 NW 1 Ave., Pompano Beach, FL. 33064 or at such other time or place as the parties may mutually agree in writing. At the Closing Seller shall deliver the Shares duly endorsed for transfer to Buyer, Buyer shall pay Seller by wire transfer in immediately available funds to the account of Seller or Seller's designee.

1.3 Term and Exercise of Option.

(a) Term of Option. The term of the Option shall commence upon execution of this Agreement and terminate on January 31, 2023 (the "Option Term").

(b) Exercise of Option. The Option may be exercised before the closing date by providing written notice of exercise and payment of the Purchase Price to Seller at any time after issuance of a SEC S- 1 registration and prior to closing date.

1.4 Non-Transferability of Option Shares. Absent the prior written consent of Buyer. Seller shall not. during the Option Term. (a) sell, convey, transfer, pledge, encumber, hypothecate, assign or otherwise dispose of (including by gift) any of the Option Shares, (b) deposit the Option Shares into a voting trust, enter into any voting arrangement or understanding, or otherwise transfer the right to vote the Option Shares, (c) issue any option, right of first refusal or any other right with respect to the Option Shares, (d) solicit any proposal to acquire the Option Shares, (e) disclose any non-public information about the Company including proprietary and confidential information, (f) vote the Shares or (g) enter into any agreement, or option or other contingent commitment, to do any of the foregoing. During the Option Term, Seller shall in good faith take any action reasonably requested by Buyer to preserve or exercise his rights under the Option. Any award to Buyer for Seller's breach of this Section 1.4 will be limited to monetary damages and will not include an injunction or other equitable remedy other than a direction for Seller to pay Buyer a monetary amount.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

2.1 Ownership; Transfer. Seller is the current sole owner of all right, title and interest in the Shares and holds the Shares free and clear of all liabilities, liens, encumbrances, pledges, voting trusts or shareholder agreements, restrictions on transfer or other charges ("Liens"). Upon transfer of the Shares from Seller to Buyer, Buyer will acquire good and marketable title to the Shares, free and clear of any Liens.

2.2 Authorization. Seller has the right, power and legal capacity and authority to enter into and perform his obligations under this Agreement. This Agreement has been duly executed and delivered by Seller and constitutes Seller's valid and binding obligation, enforceable in accordance with its terms.

2.3 Sufficiency of Information. Seller is a not currently nor has been for the prior 90 days a director and an officer of the Company. Seller is satisfied by reason of his own knowledge and investigation, and not in reliance on any express or implied representation of Buyer, as to the sale of the Option to Purchase the Shares at the price specified herein. Seller acknowledges that he has access to sufficient information regarding the Company to evaluate fully the merits of his decision to sell the Shares to Buyer.

2.4 Sophisticated Seller. Seller has such knowledge, sophistication and experience in business and financial matters that he is capable of evaluating the merits and risks of the transactions contemplated by this Agreement. Seller acknowledges that the Company has made available to Seller certain information, which is or may be material, non-public, confidential or proprietary in nature ("Confidential Information").

3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

3.1 Non-Dilution. In the event this transaction should not occur in a timely manner, Buyer warrants that Seller's Common Stock shall not be diluted or watered by any action of Buyer.

3.2 Authorization. Buyer has the right, power and legal capacity and authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly executed and delivered by Buyer and constitutes Buyer's valid and binding obligation, enforceable in accordance with its terms.

3.3 Capacity. Buyer is entering into this Agreement in its capacity and not as an officer, director, agent or representative of any third party. The Company is neither a party to this Agreement nor a third-party beneficiary.

3.4 Upon receipt of Seller's shares. Buyer agrees to immediately cancel and return all acquired shares to the company's treasury.

4. CONDITION TO OBLIGATION OF BUYER

The obligation of Buyer to consummate the transaction contemplated herein has been irrevocably approval by the Buyers board of directors.

5. GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous agreements and discussions, whether written or oral, express or implied.

5.2 Further Assurances. Each party hereto shall execute and deliver such further instruments and take such further actions as the other party hereto may reasonably request in order to carry out the intent of this Agreement.

5.3 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect and in lieu of such invalid or unenforceable provision there shall be automatically added as part of this Agreement a valid and enforceable provision as similar in terms to the invalid or unenforceable provision as possible, provided that this Agreement as amended. (i) reflects the intent of the parties hereto, and (ii) does not change the bargained for consideration or benefits to be received by each party hereto.

5.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada without reference to conflicts of laws principles.

5.5 Section Headings. The section headings contained herein are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

5.6 Waivers, Amendments. No waiver or amendment of this Agreement shall be effective unless such waiver or amendment is in writing and has been executed by the parties intending to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER
LUDWIG ENTERPRISES. INC.

Anne Blackstone, CEO
Ludwig Enterprises, Inc.

Exhibit 10.2

STOCK OPTION ADDENDEM

TO

STOCK OPTION AGREEMENT DATED 06/27/2020

BY AND BETWEEN

WORTHINGTON FINANCIAL SERVICES AND LUDWIG ENTERPRISES, INC.

This 1st day of December 2022 Worthington Financial Services, Carl Rubin agent (WFS or Seller) and Ludwig Enterprises, Inc., Anne Blackstone, CEO (Ludwig or Buyer) together known as the "parties" agree to the following mutual modification and amendment to the "Stock Option Agreement" between the parties dated 06/27/2020:

1. The number of shares to be transferred from Seller to Buyer shall be amended to 171,162,746. The number of shares listed on one or more of the certificates listed in the Stock Option Agreement may be reduce accordingly.
2. All other terms, conditions, and sale price of $122,873.44 will remain unchanged.

AGREE TO BY THE PARTIES THIS 1st day of DECEMBER 2022 BY THE UNDERSIGNED:

By Seller:

Worthington Financial Services
Carl Rubin, Agent

By Buyer:

Ludwig Enterprises, Inc.
Anne Blackstone, CEO

Exhibit 10.3

Ludwig Enterprises, Inc.
1749 Victorian Avenue
#C-350
Sparks, Nevada 89431

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the Agreement") Executed this 1sts day June 2022 ("Effective Date"), with payroll to begin on June 15, 2022 by and between Ludwig Enterprises, Inc. and it's wholly owned subsidiary, mRNAforLife, Inc. (the "Company" or "Companies") and Anne Blackstone (the "Executive").

WHEREAS, the Company and Executive desire to enter into this Agreement in order to set forth the terms of Executive's employment with the Company during the period beginning on the date hereof and ending as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other consideration, the receipt of which is hereby acknowledged, Executive and the Company hereby agree as follows:

ARTICLE 1
EMPLOYMENT AND DUTIES

1.1 Employment. The Company agrees to employ Executive, and Executive hereby accepts employment with the Company, to serve as the Companies' president / CEO and director, upon the terms and subject to the conditions set forth in this Agreement. The period during which Executive is employed by the Company is referred to herein as the "Employment Period." The effective date on which the Executive's Employment Period ends for any reason or no reason is referred to herein as the "Termination Date."

1.2 Term and Expiration. This Agreement shall become effective as of the Effective Date and shall remain in effect for one (1) year ("initial term"). If the Executive or Company do not provide the other party with thirty (30) days written notice of termination prior to the completion of the Initial term, the Agreement shall automatically extend for an additional one (1) year term. Termination shall not affect the Executive's continuing obligations to the Company under Section 4 and 5.

1.3 Position and Duties.

1.3.1 During the Employment Period, Executive shall serve as the Company's president / CEO and director and shall have the duties, responsibilities, and authority customary for such a position in an organization of the size and nature of the Company, subject to the Company's Board of Directors or its designee (collectively, the "Board") ability to expand, change or limit such duties, responsibilities, and authority in their sole discretion.

1.3.2 Executive shall report directly to the Board, and Executive shall devote his best efforts and his full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its subsidiaries, whether currently existing or hereafter acquired or formed and including any predecessor of any such entity (collectively, the "Ludwig Enterprises Companies"). Executive shall perform his duties and responsibilities to the best of his abilities in a diligent, trustworthy, businesslike, and efficient manner.

ARTICLE 2
COMPENSATION AND BENEFITS

2.1 Base Salary. As full consideration for the Services provided and to be provided by Executive hereunder, the Company shall compensate Executive (A) Upon approval of the State of Nevada, (200,000) Two Hundred Thousand common restricted authorized shares of Company at .001 per share upon execution of this Agreement whereas the consideration received by the Company from the Executive for the shares are adequate and the shares when issued are fully paid & non-assessable. (B) $1,500 per month, paid in arrears (C) In the event Executive generates business for Company, then, on any sales resulting therefrom, Executive shall be entitled to commission equal to 10% of the net proceeds received by Company therefrom on a continuing basis during the term of this agreement and in perpetuity thereafter payable in cash.

2.2 Benefits. During the Employment Period, Executive shall be entitled to participate in any Company benefit programs for which executives of the Company are generally eligible, including, insurance and health benefits and the Company's 401(k) plan (collectively, "Benefits"). Executive recognizes that the Company reserves the right to change its benefits from time to time and the Company's right to make such changes shall not be restricted by this Agreement. Executive acknowledges that at this time there are no Company benefit programs.

2.3 Vacation. During the Employment Period, Executive shall be entitled to vacation similar to other executives of the Company.

2.4 Reimbursement for Business Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable, necessary, and documented expenses incurred by Executive in performing Executive's duties for the Company, on the same basis as similarly situated employees generally and in accordance with the Company's policies as in effect from time to time that have been pre-approved in writing by the Company Board of Directors.

2.5 Withholding. The Company may withhold from any compensation, benefits, or amounts payable under this Agreement all federal, state, city, or other taxes as may be required or permitted pursuant to any law or governmental regulation or ruling.

ARTICLE 3
EARLY TERMINATION OF EMPLOYMENT PERIOD

3.1 Termination of Employment. The Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least 15 days advance written notice of any termination of the Executive's employment. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation, business expense reimbursement and benefits described in this Article 2 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

ARTICLE 4
CONFIDENTIAL INFORMATION, PRIOR EMPLOYMENT AGREEMENTS, NON-SOLICITATION, PROPRIETARY RIGHTS, AND TRADE SECRETS

4.1 Confidential Information. Executive acknowledges that the invention, innovation, information, observations, and data obtained by him while employed by the Company concerning the business or affairs of the Company (collectively "Confidential Information") are the property of the Company. Therefore, Executive agrees that he shall not disclose to any unauthorized person or use for his own purpose any Confidential Information without the prior written consent of the Board other than in a good faith effort to promote the interests of the Company, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Executive's acts or omissions. Executive shall deliver to the Company at the termination of the Employment Period, or at any other time the Board or a committee thereof may request, all memoranda, notes, plans, records, reports, computer files, printouts, software, and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined below) and/or the business of the Company which he may then possess or have under his control.

Proprietary Rights, Assignment. Executive acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to any of the Company's actual or anticipated business, research and development, or existing or future products or services, real estate strategies, or expansion plans, and which are conceived, developed, or made by Executive while employed by the Company relative to creation and filing of an mRNA inflammatory patent or the sole property of the Company. This patent will not involve mRNA neuroinflammatory patents or clinical programs measuring neuroinflammatory markers in diseases of the central nervous system (CNS). Peripheral organs outside the CNS will be the focus. The mRNA inflammatory panel will also be used to measure inflammatory responses of people and or animals, in peripheral organ systems outside of the CNS, relative to use of nutritional natural or pharmaceutical synthesized supplements or compounds ("work product").

4.2 ("Work Product") belong to the Company. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" as such term is defined in 17 U.S.C. § 101, and ownership of all right, title, and interest herein shall vest in the Company; Except and provided such work product was not or will not result from utilizing company facilities and or proprietary technologies and or was conceived, discovered, recorded, patented or designed prior to this agreement.

4.3

4.3.1 Executive shall promptly notify the Company in confidence of any Improvements in the "work product" ("improvement(s)") and shall, and hereby unconditionally and irrevocably does, assign all worldwide rights in the Improvements to the Company. Executive shall reasonably assist the Company in recording, perfecting, and enforcing the Company's rights in and to the Improvements. Executive hereby appoints the Company as its attorney in fact to take any such actions on Executive's behalf regarding any of Executive's obligations under this Section. Executive shall not file any patent applications related to the work product without the prior written consent of the Company

4.3.2 The “work product” and or “improvement(s)” jointly or severely may be known as the “invention(s)”.

4.3 Prior Employment Agreements. Executive represents and warrants to the Company that Executive is not aware of any agreement containing a noncompetition provision or other restriction with respect to (i) the nature of any services or business which he is entitled to perform or conduct for the Company under this Agreement, or (ii) the disclosure or use of any information which directly or indirectly relates to the nature of the business of the Company or the services rendered by the Executive under this Agreement.

4.4 Non-Solicitation.

4.4.1 Executive acknowledges that in the course of his employment with the Company, he will become familiar with the Company’s Trade Secrets (defined below) and/or Confidential Information concerning the Company and that his services shall be of special, unique, and extraordinary value to the Company. “Trade Secrets” includes commercially valuable information which is not generally known to the public.

4.4.2 Executive shall not improperly use or disclose any Trade Secrets and/or Confidential Information belonging to any other employer during employment with the Company. Executive shall also not bring any documents from any prior employer to the Company, including any memorialization of information that includes Trade Secrets and/or Confidential Information belonging to any prior employer. The word “document” means not only a physical piece of paper, but also includes electronic disks, hard drives, “flash” or “thumb” drives, emails or email attachments, or any other storage device or medium. Executive will use in the performance of his duties only information that is generally known and used by persons with training and experience comparable to his own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

4.4.3 Executive agrees that for a period of six (6) months following the Termination Date, Executive will not directly or indirectly recruit or solicit any employee, or independent contractor of the Company or encourage any employee or independent contractor of the Company to leave the Company’s employ or engagement, as the case may be. The parties agree that an advertisement of general solicitation to the general public does not violate this Section 4.4.3.

4.4.4 If, at the time of enforcement of this Article 4, a court shall hold that the duration or scope restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration or scope reasonable under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration and scope permitted by law.

4.4.5 Executive agrees that (i) all Company Inventions (as defined in Section 4.2) conceived, developed, or reduced to practice during employment with the Company will be original works of authorship, invention, development, or discovery and will not incorporate trade secrets of unrelated 3rd parties.

4.4.6 Notwithstanding the above Consultant is permitted to conduct research, development, design, marketing, promotion, patent activities or any other activity that does not directly conflict with the company's or its Customer's "Trade Secrets".

ARTICLE 5
GENERAL PROVISIONS

5.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, certified, or registered with return receipt requested, or by hand delivery, or by overnight delivery by a nationally recognized character, in each case to the applicable address set forth below, and any such notice is deemed effectively given with received by the Executive (or if receipt is refused by the Executive, when so refused).

If to the Company:
Ludwig Enterprises, Inc.
1749 Victorian Avenue
#C-350
Sparks, Nevada 89431

If to Executive:
Anne Blackstone
7205 NW 93rd Avenue
Tamarac, Florida 33321

5.2 Governing Law; Jurisdiction. This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Florida, without reference to its principles of conflict of laws.

5.3 Choice of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Florida.

5.4 Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties hereto and supersedes and preempts any prior understandings, agreements, or representations between the parties, written or oral, which may have related to the subject matter hereof in any way. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein.

5.5 Successor and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company and their respective successors, heirs, and assigns.

5.6 Amendment. Except as otherwise expressly provided herein, this Agreement may be amended, and any provision hereof may be waived, at any time only by written agreement between the Company (with approval of the Board) and Executive.

5.7 Counterparts; Facsimile Signature. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile or electronic signature and the other parties will be entitled to rely upon such facsimile signature as conclusive evidence that this Agreement has been duly executed by such party.

5.8 Headings; Interpretation; Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The term "including", as used herein, shall mean including without limitation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement.

5.9 No Waiver. No failure or delay on the part of the Company or Executive in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

5.10 Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision or the area matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

5.11 Mediation and Arbitration. Any dispute arising under this Agreement shall be resolved through a mediation - arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Palm Beach County, Florida. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

5.12 Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, the parties hereto have duly executed this Employment Agreement as of the day and year first above written.

LUDWIG ENTERPRISES, INC.
("COMPANY")

By: 

Name: Jean Cherubin

Title: CEO

ANNE BLACKSTONE ("EXECUTIVE")

By: 

Anne Blackstone

Exhibit 10.4

Ludwig Enterprises, Inc.
1749 Victorian Avenue
Sparks, NV., 89431
786-235-9026

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the Agreement") effective July 1, 2022 ("Effective Date"), by and between Ludwig Enterprises, Inc. and mRNAforLife, Inc., (the "Company" or "Companies") and Homeopathic Partners, Inc. (the "Consultant").

WHEREAS, the Company and Consultant desire to enter into this Agreement in order to set forth the terms of Consultant's Consulting with the Company during the period beginning on the date hereof and ending as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other consideration, the receipt of which is hereby acknowledged, Consultant and the Company hereby agree as follows:

ARTICLE 1

CONSULTING AND DUTIES

1.1 Consulting. The Company agrees to employ Consultant, and Consultant hereby accepts Consulting with the Company, to serve based upon the terms and subject to the conditions set forth in this Agreement. The period during which Consultant is employed by the Company is referred to herein as the "Consulting Period." The effective date on which the Consultant's Consulting Period ends for any reason or no reason is referred to herein as the "Termination Date."

1.2 Term and Expiration. This Agreement shall become effective as of the Effective Date and shall remain in effect for one (1) year ("initial term"). If the Consultant or Company do not provide the other party with thirty (30) days written notice of termination prior to the completion of the Initial term, the Agreement shall automatically extend for an additional one (1) year term. Termination shall not affect the Consultant's continuing obligations to the Company under Section 4 and 5.

1.3 Position and Duties.

1.3.1 During the Consulting Period, Consultant shall serve as the Company's Consultant and Advisor and shall have the duties, responsibilities, and authority customary for such a position in an organization of the size and nature of the Company, subject to the Company's Board of Directors or its designee (collectively, the "Board") ability to expand, change or limit such duties, responsibilities, and authority in their sole discretion.

1.3.2 Consultant shall report directly to the Board, and Consultant shall devote his best efforts and his full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its subsidiaries, whether currently existing or hereafter acquired or formed and including any predecessor of any such entity (collectively, the "Ludwig Enterprises Companies"). Consultant shall perform his duties and responsibilities to the best of his abilities in a diligent, trustworthy, businesslike, and efficient manner.

ARTICLE 2

COMPENSATION AND BENEFITS

2.1 Base Salary. As full consideration for the Services provided and to be provided by Consultant hereunder, the Company shall compensate Consultant (A) (2,000,000) Two Million of (7,000,000) Seven Million authorized shares of Company Series B Preferred Stock at .001 per share upon execution of this Agreement whereas the consideration received by the Company from the Consultant for the shares are adequate and the shares when issued are fully paid & non-assessable. Shares cannot be converted, transferred or sold without permission of the company's board of directors (B) ($10,000) Ten Thousand Dollars per month (C) In the event Consultant generates business for Company, then, on any sales resulting therefrom, Consultant shall be entitled to commission equal to 10% of the net proceeds received by Company therefrom on a continuing basis during the term of this agreement and in perpetuity thereafter payable in cash.

2.2 Benefits. During the Consulting Period, Consultant shall be entitled to participate in any Company benefit programs for which Consultants of the Company are generally eligible, including, insurance and health benefits and the Company's 401(k) plan (collectively, "Benefits"). Consultant recognizes that the Company reserves the right to change its benefits from time to time and the Company's right to make such changes shall not be restricted by this Agreement. Consultant acknowledges that at this time there are no Company benefit programs.

2.3 Vacation. During the Consulting Period, Consultant shall be entitled to vacation similar to other Consultants of the Company.

2.4 Reimbursement for Business Expenses. During the Consulting Period, the Company shall reimburse Consultant for all reasonable, necessary, and documented expenses incurred by consultant in performing Consultant's duties for the Company, on the same basis as similarly situated employees generally and in accordance with the Company's policies as in effect from time to time that have been pre-approved in writing by the Company Board of Directors.

2.5 Withholding. The Company may withhold from any compensation, benefits, or amounts payable under this Agreement all federal, state, city, or other taxes as may be required or permitted pursuant to any law or governmental regulation or ruling.

ARTICLE 3

EARLY TERMINATION OF CONSULTING PERIOD

3.1 Termination of Consulting. The Consulting Term and the Consultant's Consulting hereunder may be terminated by either the Company or the Consultant at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least 15 days advance written notice of any termination of the Consultant's Consulting. Upon termination of the Consultant's Consulting during the Consulting Term, the Consultant shall be entitled to the compensation, business expense reimbursement and benefits described in this Article 2 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

ARTICLE 4

CONFIDENTIAL INFORMATION, PRIOR CONSULTING AGREEMENTS, NON-SOLICITATION, PROPRIETARY RIGHTS, AND TRADE SECRETS

4.1 Confidential Information. Consultant acknowledges that the invention, innovation, information, observations, and data obtained by him while employed by the Company concerning the business or affairs of the Company (collectively "Confidential Information") are the property of the Company. Therefore, Consultant agrees that he shall not disclose to any unauthorized person or use for his own purpose any Confidential Information without the prior written consent of the Board other than in a good faith effort to promote the interests of the Company, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Consultant's acts or omissions. Consultant shall deliver to the Company at the termination of the Consulting Period, or at any other time the Board or a committee thereof may request, all memoranda, notes, plans, records, reports, computer files, printouts, software, and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined below) and/or the business of the Company which he may then possess or have under his control.

Proprietary Rights, Assignment. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to any of the Company's actual or anticipated business, research and development, or existing or future products or services, real estate strategies, or expansion plans, and which are conceived, developed, or made by Consultant while employed by the Company relative to creation and filing of an mRNA inflammatory patent or the sole property of the Company. This patent will not involve mRNA neuroinflammatory patents or clinical programs measuring neuroinflammatory markers in diseases of the central nervous system (CNS). Peripheral organs outside the CNS will be the focus. The mRNA inflammatory panel will also be used to measure inflammatory responses of people and or animals, in peripheral organ systems outside of the CNS, relative to use of nutritional natural or pharmaceutical synthesized supplements or compounds ("work product").

4.2 ("Work Product") belong to the Company. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" as such term is defined in 17 U.S.C. § 101, and ownership of all right, title, and interest herein shall vest in the Company; Except and provided such work product was not or will not result from utilizing company facilities and or proprietary technologies and or was conceived, discovered, recorded, patented or designed prior to this agreement.

4.2.1 Consultant shall promptly notify the Company in confidence of any Improvements in the "work product" ("improvement(s)") and shall, and hereby unconditionally and irrevocably does, assign all worldwide rights in the Improvements to the Company. Consultant shall reasonably assist the Company in recording, perfecting, and enforcing the Company's rights in and to the Improvements. Consultant hereby appoints the Company as its attorney in fact to take any such actions on Consultant's behalf regarding any of Consultant's obligations under this Section. Consultant shall not file any patent applications related to the work product without the prior written consent of the Company.

4.2.2 The “work product” and or “improvement(s)” jointly or severely may be known as the “invention(s)”.

4.3 Prior Consulting Agreements. Consultant represents and warrants to the Company that Consultant is not aware of any agreement containing a noncompetition provision or other restriction with respect to (i) the nature of any services or business which he is entitled to perform or conduct for the Company under this Agreement, or (ii) the disclosure or use of any information which directly or indirectly relates to the nature of the business of the Company or the services rendered by the Consultant under this Agreement.

4.4 Non-Solicitation.

4.4.1 Consultant acknowledges that in the course of his Consulting with the Company, he will become familiar with the Company’s Trade Secrets (defined below) and/or Confidential Information concerning the Company and that his services shall be of special, unique, and extraordinary value to the Company. “Trade Secrets” includes commercially valuable information which is not generally known to the public.

4.4.2 Consultant shall not improperly use or disclose any Trade Secrets and/or Confidential Information belonging to any other employer during Consulting with the Company. Consultant shall also not bring any documents from any prior employer to the Company, including any memorialization of information that includes Trade Secrets and/or Confidential Information belonging to any prior employer. The word “document” means not only a physical piece of paper, but also includes electronic disks, hard drives, “flash” or “thumb” drives, emails or email attachments, or any other storage device or medium. Consultant will use in the performance of his duties only information that is generally known and used by persons with training and experience comparable to his own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

4.4.3 Consultant agrees that for a period of six (6) months following the Termination Date, Consultant will not directly or indirectly recruit or solicit any employee, or independent contractor of the Company or encourage any employee or independent contractor of the Company to leave the Company’s employ or engagement, as the case may be. The parties agree that an advertisement of general solicitation to the general public does not violate this Section 4.4.3.

4.4.4 If, at the time of enforcement of this Article 4, a court shall hold that the duration or scope restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration or scope reasonable under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration and scope permitted by law.

4.4.5 Consultant agrees that (i) all Company Inventions (as defined in Section 4.2) conceived, developed, or reduced to practice during Consulting with the Company will be original works of authorship, invention, development, or discovery and will not incorporate trade secrets of unrelated 3rd parties.

4.4.6 Notwithstanding the above Consultant is permitted to conduct research, development, design, marketing, promotion, patent activities or any other activity that does not directly conflict with the company’s “Trade Secrets”.

ARTICLE 5

GENERAL PROVISIONS

5.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, certified, or registered with return receipt requested, or by hand delivery, or by overnight delivery by a nationally recognized character, in each case to the applicable address set forth below, and any such notice is deemed effectively given with received by the Consultant (or if receipt is refused by the Consultant, when so refused).

If to the Company:
Ludwig Enterprises, Inc.
1749 Victorian Avenue
#C-350
Sparks, Nevada 89431

If to Consultant:
Homeopathic Partners, Inc.
PO Box 971
#350
Reno, Nevada 89504

5.2 Governing Law; Jurisdiction. This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Florida, without reference to its principles of conflict of laws.

5.3 Choice of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Florida.

5.4 Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties hereto and supersedes and preempts any prior understandings, agreements, or representations between the parties, written or oral, which may have related to the subject matter hereof in any way. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein.

5.5 Successor and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Consultant and the Company and their respective successors, heirs, and assigns.

5.6 Amendment. Except as otherwise expressly provided herein, this Agreement may be amended, and any provision hereof may be waived, at any time only by written agreement between the Company (with approval of the Board) and Consultant.

5.7 Counterparts; Facsimile Signature. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile or electronic signature and the other parties will be entitled to rely upon such facsimile signature as conclusive evidence that this Agreement has been duly executed by such party.

5.8 Headings; Interpretation; Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The term "including", as used herein, shall mean including without limitation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement.

5.9 No Waiver. No failure or delay on the part of the Company or Consultant in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

5.10 Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision or the area matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

5.11 Mediation and Arbitration. Any dispute arising under this Agreement shall be resolved through a mediation - arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Palm Beach County, Florida. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

5.12 Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consulting Agreement as of the day and year first above written.

LUDWIG ENTERPRISES, INC. (“COMPANY”)

By: 

Name: Anne Blackstone

Title: CEO

HOMEOPATHIC PARTNERS, INC. (“CONSULTANT”)

By: 

Name: Carl Rubin, CEO

Exhibit 10.5

Ludwig Enterprises, Inc.
3160 NW 1st Ave.
Pompano Beach, FL 33169
786-235-9026

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the Agreement") effective July 1, 2022 ("Effective Date"), by and between Ludwig Enterprises, Inc. and mRNAforLife, Inc., (the "Company" or "Companies") and Marvin Hausman M.D. (the "Executive").

WHEREAS, the Company and Executive desire to enter into this Agreement in order to set forth the terms of Executive's services with the Company during the period beginning on the date hereof and ending as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other consideration, the receipt of which is hereby acknowledged, Executive and the Company hereby agree as follows:

ARTICLE 1
CONSULTING AND DUTIES

1.1 Employment. The Company agrees to employ Executive, and Executive hereby accepts employment with the Company, to serve as the Company's Chief Science Consultant, upon the terms and subject to the conditions set forth in this Agreement. The period during which Executive is engaged by the Company is referred to herein as the "Engagement Period." The effective date on which the Executive's Engagement Period ends for any reason or no reason is referred to herein as the "Termination Date."

1.2 Term and Expiration. This Agreement shall become effective as of the Effective Date and shall remain in effect for three (3) years ("initial term"). If the Executive or Company do not provide the other party with thirty (30) days written notice of termination prior to the completion of the Initial term, the Agreement shall automatically extend for an additional three (3) year term. Termination shall not affect the Executive's continuing obligations to the Company under Section 4 and 5.

1.3 Position and Duties.

1.3.1 During the Engagement Period, Executive shall serve as the Company's Chief Executive Consultant and shall have the duties, responsibilities, and authority customary for such a position in an organization of the size and nature of the Company, subject to the Company's Board of Directors or its designee (collectively, the "Board") ability to expand, change or limit such duties, responsibilities, and authority in their sole discretion.

1.3.2 Executive shall report directly to the Board, and Executive shall devote his best efforts and requisite business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its subsidiaries, whether currently existing or hereafter acquired or formed and including any predecessor of any such entity (collectively, the "Ludwig Enterprises Companies"). Executive shall perform his duties and responsibilities to the best of his abilities in a diligent, trustworthy, businesslike, and efficient manner.

ARTICLE 2
COMPENSATION AND BENEFITS

2.1 Base Salary. As full consideration for the Services provided and to be provided by Consultant hereunder, the Company shall compensate Executive (A) $5,000 per month (B) In the event Executive generates business for Company, then, on any sales resulting therefrom, Executive shall be entitled to commission equal to 10% of the net proceeds received by Company therefrom on a continuing basis during the term of this agreement and in perpetuity thereafter payable in cash.

2.2 Benefits. During the Engagement Period, Executive shall be entitled to participate in any Company benefit programs for which executives of the Company are generally eligible, including, insurance and health benefits and the Company's 401 (k) plan (collectively, "Benefits"). Executive recognizes that the Company reserves the right to change its benefits from time to time and the Company's right to make such changes shall not be restricted by this Agreement. Executive acknowledges that at this time there are no Company benefit programs.

2.3 Vacation. During the Engagement Period, Executive shall be entitled to Vacation similar to other executives of the Company.

2.4 Reimbursement for Business Expenses. During the Engagement Period, the Company shall reimburse Executive for all reasonable, necessary, and documented expenses incurred by Executive in performing Executive's duties for the Company, on the same basis as similarly situated employees generally and in accordance with the Company's policies as in effect from time to time that have been pre-approved in writing by the Company Board of Directors.

2.5 Withholding. The Company may withhold from any compensation, benefits, or amounts payable under this Agreement all federal, state, city, or other taxes as may be required or permitted pursuant to any law or governmental regulation or ruling.

ARTICLE 3
EARLY TERMINATION OF CONSULTING PERIOD

3.1 Termination of Consultant. The Engagement Term and the Executive's services hereunder may be terminated by either the Company or the Executive at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least 15 days advance written notice of any termination of the Executive's engagement. Upon termination of the Executive's services during the Engagement Term, the Executive shall be entitled to the compensation, business expense reimbursement and benefits described in this Article 2 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

ARTICLE 4
CONFIDENTIAL INFORMATION, PRIOR CONSULTING AGREEMENTS, NON-SOLICITATION, PROPRIETARY RIGHTS, AND TRADE SECRETS

4.1 Confidential Information. Executive acknowledges that the invention, innovation, information, observations, and data obtained by him while engaged by the Company concerning the business or affairs of the Companies (collectively "Confidential Information") are the property of the Company. Therefore, Executive agrees that he shall not disclose to any unauthorized person or use for his own purpose any Confidential Information without the prior written consent of the Board other than in a good faith effort to promote the interests of the Company, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Executive's acts or omissions. Executive shall deliver to the Company at the termination of the Engagement Period, or at any other time the Board or a committee thereof may request, all memoranda, notes, plans, records, reports, computer files, printouts, software, and other documents and data (and copies thereof) relating to the Confidential Information.

4.2 Executive acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to the Companies actual and anticipated business, research and development, existing and future products or services, real estate strategies, or expansion plans, and which are conceived, developed, or made by Executive while being engaged by the Company ("Work Product") belong to the Company; Except and provided such work product was not or will not result from utilizing company facilities and or proprietary technologies and or was conceived, discovered, recorded, patented or designed prior to this agreement and not included in the DGI asset purchase agreement, include by reference in this agreement.

4.3 Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" as such term is defined in 17 U.S.C. § 101, and ownership of all right, title, and interest herein shall vest in the Company. To the extent that any Work Product is not deemed to be a "work made for hire" under applicable law or all right, title, and interest in and to such Work Product has not automatically vested in the Company, Executive hereby irrevocably assigns, transfers, and conveys, to the full extent permitted by the applicable law, all right, title, and interest in and to the Work Product on a worldwide basis to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm such ownership (including present assignments, consents, powers of attorney and other instruments).

4.3.1 Executive shall promptly notify the Company in confidence of any Improvements and shall, and hereby unconditionally and irrevocably does, assign all worldwide rights in the Improvements to the Company. Executive shall reasonably assist the Company in securing, recording, perfecting, and enforcing the Company's intellectual property rights (IPR) in and to the Improvements. Executive hereby appoints the Company as its attorney in fact to take any such actions on Executive's behalf regarding any of Executive's obligations under this Section. Executive shall not file any patent applications related to the ~~Subject Matter~~ Work Product without the prior written consent of the Company.

4.3 Prior Engagement Agreements. Executive represents and warrants to the Company that Executive is not subject to any agreement containing a noncompetition provision or other restriction with respect to (i) the nature of any services or business which he is entitled to perform or conduct for the Company under this Agreement, or (ii) the disclosure or use of any information which directly or indirectly relates to the nature of the business of any Ludwig Company or Companies or the services rendered by the Executive under this Agreement.

4.4 Non-Solicitation.

4.4.1 Executive acknowledges that in the course of his engagement with the Company, he will become familiar with the Company's Trade Secrets (defined below) and/or Confidential Information concerning the Company and that his services shall be of special, unique, and extraordinary value to the Company. "Trade Secrets" includes commercially valuable information which is not generally known to the public or within the consumer Ludwig Companies field.

4.4.2 Executive shall not improperly use or disclose any Trade Secrets and/or Confidential Information belonging to any other employer during employment with the Company. Executive shall also not bring any documents from any prior employer to the Company, including any memorialization of information that includes Trade Secrets and/or Confidential Information belonging to any prior employer. The word "document" means not only a physical piece of paper, but also includes electronic disks, hard drives, "flash" or "thumb" drives, emails or email attachments, or any other storage device or medium. Executive will use in the performance of his duties only information that is generally known and used by persons with training and experience comparable to his own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

4.4.3 Executive agrees that for a period of six (6) months following the Termination Date, Executive will not directly or indirectly recruit or solicit any employee, or independent contractor of the Company or encourage any employee or independent contractor of the Company to leave the Company's employ or engagement, as the case may be. The parties agree that an advertisement of general solicitation to the general public does not violate this Section 4.4.3.

4.4.4 If, at the time of enforcement of this Article 4, a court shall hold that the duration or scope restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration or scope reasonable under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration and scope permitted by law.

4.4.5 Executive agrees that (i) all Company Inventions (as defined in Section 4.2) conceived, developed, or reduced to practice during employment with the Company will be original works of authorship, invention, development, or discovery and will not incorporate or be based on any Third-Party Materials without the express prior written consent of the Company; (ii) if at any time Executive anticipates any Third-Party Materials may be contained in any Company Invention that Executive conceives, develops, or reduces to practice, Executive will promptly notify the Company in writing; and (iii) Executive will not incorporate any Third-Party Materials in any such Invention unless and until the Company has such legal rights and authority to use the Third-Party Materials as the Company may determine is necessary or appropriate, in its sole discretion. As used herein, "Third-Party Materials" means works, inventions, developments, discoveries, or information belonging to any person or entity other than the Company.

4.4.6 Notwithstanding the above Consultant is permitted to conduct research, development, design, marketing, promotion, patent activities or any other activity that does not directly conflict with the company's or its Customer's "Trade Secrets".

ARTICLE 5
GENERAL PROVISIONS

5.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, certified, or registered with return receipt requested, or by hand delivery, or by overnight delivery by a nationally recognized character, in each case to the applicable address set forth below, and any such notice is deemed effectively given with received by the Executive (or if receipt is refused by the Executive, when so refused).

If to the Company:

Ludwig Enterprises, Inc.
3160 NW 1st Ave.
Pompano Beach, FL 33169
786-235-9026

If to Executive:
Marvin S. Hausman MD
746 Lake Mills Road
Chuluota, Florida, 32766

5.2 Governing Law; Jurisdiction. This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Florida, without reference to its principles of conflict of laws.

5.3 Choice of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Florida.

5.4 Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties hereto and supersedes and preempts any prior understandings, agreements, or representations between the parties, written or oral, which may have related to the subject matter hereof in any way. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein.

5.5 Successor and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company and their respective successors, heirs, and assigns.

5.6 Amendment. Except as otherwise expressly provided herein, this Agreement may be amended, and any provision hereof may be waived, at any time only by written agreement between the Company (with approval of the Board) and Executive.

5.7 Counterparts; Facsimile Signature. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile or electronic signature and the other parties will be entitled to rely upon such facsimile signature as conclusive evidence that this Agreement has been duly executed by such party .

5.8 Headings; Interpretation; Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The term “including”, as used herein, shall mean including without limitation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement.

5.9 No Waiver. No failure or delay on the part of the Company or Executive in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

5.10 Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision or the area matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and. in its reduced form, such provision shall then be enforceable and shall be enforced.

5.11 Mediation and Arbitration. Any dispute arising under this Agreement shall be resolved through a mediation - arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Palm Beach County, Florida. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

5.12 Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, the parties hereto have duly executed this Employment Agreement as of the day and year first above written.

LUDWIG ENTERPRISES, INC. ("COMPANY")

By: 

Name: Anne Blackstone

Title: CEO

MARVIN HAUSMAN ("EXECUTIVE")

Marvin Hausman

DESCRIPTION OF DUTIES

Marvin S. Hausman MD

Chief Medical Consultant Ludwig/ mRNAforLife

Chair of Ludwig / mRNAforLife Scientific Advisory Board

Objectives:

1. To develop Dr. Hausman's IP Knowledge subject to his best efforts however with no guarantees stated or implied.
2. Establish clinical studies using LUDG mRNA proprietary technology.
   - Nova Mentis Life Science.
   - Libertino Group.
   - Additional contacts.
3. Design anti-inflammatory clinical studies.
4. Submit appropriate clinical studies for IRB approval.
5. Create and submit clinical results to peer-reviewed journals.
6. File patents as needed.
7. Acquisition of new technology; Example: Alginate CSA microencapsulation formulation.
8. Identify joint ventures with pharma companies.
9. Design Elisa technology to validate genetic buccal test data.
10. Form Scientific Advisory Board (SAB)

Exhibit 10.6

BUSINESS SERVICES CONTRACT

This Business Services Contract ("Agreement") is made as of the last date of execution set forth herein below, ("Effective Date"), by and between Grace Health Technology Corporation (GHT) ("Company; CRO"), having its principal office at 4733W. Atlantic Avenue. Suite 12C, Delray Beach. Florida 33445, and Ludwig Enterprises (LUDG) ('Sponsor") having an office at 1749 Victorian Avenue, CV-350, Sparks Nevada 89431, (hereafter referred to in the collective as "Parties," or in the individual generic alternative as "Party"), for the provision of Contract Research Organization (CRO) services, including but not limited to designing a mutually agreed upon and jointly owned clinical protocol, managing the clinical study, doctor patient study recruitment and enrollment, development of a bioinformatics program, and various marketing services ("Services").

In consideration of the foregoing, and for good and valuable consideration acknowledged as received and sufficient to support this Agreement, the Parties hereto agree as follows:

1. **Company Business.** The Company is engaged in the provision of CRO activities including design of clinical protocols, monitoring clinical studies including procurement of principal investigators, doctors, and patients, as well as clinical related marketing services including its recognized expertise and experience in the healthcare sector ("Provider Business").

2. **Sponsor Business.** The Sponsor is a Biotechnology Genetic Company providing mRNA solutions for the assessment of certain inflammatory disease states.

3. **Services Engagement.** Sponsor desires to engage the Company, and Company desires to accept Sponsors' engagement, in and for the provision of its Services, pursuant to the Statement of Work ("SOW") attached hereto and incorporated by reference as Exhibit "A" (collectively "Business Services").

4. **Term and Consideration for Business Services Contract.** As consideration for the Provider's provision of Services detailed in the SOW (See Exhibit "A"), Company and Sponsor expressly agrees to the following material terms:
   a) **Term**: This Agreement shall commence on Effective Date and continue in effect for a term of one (1) year ("Term"). Upon expiration of the Term, this Agreement shall automatically renew for subsequent one (1). year terms (each a "Renewal Term"), unless otherwise terminated by the Parties as provided below.
   b) **CRO Services Consideration:** As consideration ("Consideration") for the Provider's Services as set forth in the SOW, Company agrees to compensate Provider pursuant to the fee schedule ("Annual Fee Schedule") attached hereto and incorporated by reference as Exhibit "B," which Annual Fee Schedule shall remain in effect for the entire Term and/or Renewal Term, as applicable. For purposes of clarity, it is the expressed intent of the Parties that there shall be no change in the Consideration or respective Annual Fee Schedule then in effect during the one (1) year Term or any subsequent one (1) year Renewal Term, from initial date of the applicable respective Term and/0r Renewal Term through its conclusion. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Parties from amending this Agreement at the conclusion of any Term or Renewal Term, with respect to the Consideration and Annual Fee Schedule applicable thereto, provided such Consideration and Annual Fee Schedule sh211 then remain in-effect for the entire subsequent Renewal Term. For the avoidance of confusion, the Parties agree that to compensation for the Services provided herein shall not in any way relate to the value or volume "referrals" or "qualified leads," (as defined from time-to-time in federal and state statute, case law, advisory opinions) generated hereunder.
   c) **Termination**: Either Party may terminate this Agreement for cause (Termination for Cause") on written notice to the other Party upon any breach of the terms and provisions embodied herein, as more fully detailed herein below.

5. **Representations and Warranties**. Each Party respectively represent and warrants that as of inception of this Agreement, and throughout the Term and any Renewal Term hereof:
   a) It is validly existing and in good standing as a corporation or other organized entity, as represented herein under the laws and regulation of its jurisdiction of incorporation, organization, or chartering.
   b) It has the full right, power, and authority to enter into this Agreement, to grant any rights and license granted hereunder and to perform the obligations hereunder.
   c) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party and when executed does not violate any other agreements to which such Party is, or may become, a party during the term hereof.
   d) When executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
   e) Party shall comply with all applicable federal and state laws and regulations in the performance of its obligations under this Agreement, including but not limited to HIPPA, the federal anti-Kickback Statute, the federal Civil Monetary Penalty Law, and its provisions regarding the inducement of beneficiaries, the Physician Seif-Referral Law, the federal Telephone Consumer Protection Act, and all federal and state consumer protection laws.
   f) The Party agrees to be bound by the terms and provisions of the Business Associates Agreement, attached hereto and incorporated by reference as Exhibit -C;" and
   g) Neither Party, nor any of its employees, contractors, or agents, has been excluded or sanctioned from participation in any federal health care program and is not under any government agency audit or investigation.

6. **Indemnification**. Each Party ("Indemnifying Party") agrees to indemnify and hold the other Party (Indemnified Party"), its officers, directors, employees, shareholders, agents, affiliated entities, successors and permitted assigns (each, and Indemnified Person"), harmless from and against any and all demands, claims, causes of action, losses, damages, liabilities, costs, suits and expenses, including without limitation, reasonable attorneys' fees and expenses, that may be asserted by third parties against Indemnified Person with respect to the actions or omissions of the Indemnifying Party, including but not limited to the negligence or willful misconduct thereof, as well as any breach by the Indemnifying Party of its representations and warranties, any material breach in its performance of covenants and or agreements, or any act of omission by an agent or independent contractor of the Indemnifying Party in connections with its performance of the covenants and agreements hereunder.

7. **Confidentiality, Non-Solicitation and Non-Circumvention.** The Parties hereto acknowledge importance of on-going and reciprocal confidentiality, non-solicitation, and non-circumvention with terms of this Agreement, as well as the irreparable harm arising from a breach thereof. Specifically, as to
   a) **Confidentiality**: It is understood the Parties may receive proprietary and sensitive information ("Confidential Information") from time to time in conjunction with this Agreement and the provision of the Services detailed herein. Except as to professional advisors, for the Term of this Agreement and any Renewal Term thereof, the Parties agree the provisions and terms hereof shall remain confidential and proprietary to the Parties, and no public dissemination thereof shall be made to any third-party absent the Parties' prior approval in writing. For purposes of clarity, Confidential Information includes, without limitation, any (a) trade secret, know-how, idea, process, technique, algorithm, software program (whether in source code or object code form), hardware, device, design, schematic, drawings, formula, data, plan, strategy, utility, performance metrics, case study, or business application(s) with respect to the Services subject of this Agreement; as well as (b) any product, marketing, servicing, financial or other such information provided to either Party with respect to this Agreement and the Services the subject hereof. Additionally, Confidential Information shall include all negotiations and discussions between the Parties with respect to the actual and/or proposed terms and conditions of this Agreement. Nothing herein shall be construed as granting or authorizing any Party*s dissemination,, provision. licensing or other grant to itself or to any third party of any right, title or interest in any present future or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right of any kind - directly or indirectly - with respect to the Service and the Confidential Information subject of this Agreement. This provision shall survive Termination or Termination For Cause of this Agreement for a period of one (1) year.

b) **Non-Solicitation**: During the Term of this Agreement, as well as any Renewal Term thereof, and for a period of eighteen (18) months following the Termination or Termination For Cause of this Agreement, the Parties hereto, corporately, individually and personally-, and as to their respective directors, officers, employees and agents, agree not to directly or indirectly, for themselves or any other individual or entity, knowingly him or employ any employee, contractor, or agent of the other Party.

c) **Non-Circumvention**: During the Term of this Agreement, as well as any Renewal Term thereof, and for a period of eighteen (18) months following the Termination or Termination For Cause of this Agreement, the Parties hereto, corporately, individually and personally, and as to their respective directors, officers, employees and agents, agree not to directly or indirectly, for themselves or any other individual or entity, consult for, sell for or to, market for or to, refer to, any party with whom the other Party may have a business relationship, including but not limited to the representation of a third-party seeking to solicit a business relationship therewith.

d) **Remedies and Damages:** The Parties hereto agree and acknowledge any breach of this Paragraph 7 shall inflict immediate and irreparable harm upon the non-breaching party for which monetary damages are inadequate. Accordingly, the non-breaching Party shall be entitled to the entry- of injunctive relief, in the context of which the Parties herewith expressly waive any statutory requirement for the posting of a bond. The prevailing Party in any such action shall be entitled to the award of its reasonable attorney's fees and costs with respect thereto from the non-prevailing Party.

8. **Dispute Resolution.** This Agreement shall be governed by Florida law, without regard to conflict of law provisions. The Parties consent to the jurisdiction of any court of competent jurisdiction in Duval County, Florida. Excepting injunctive relief, as more fully described in Paragraph 7(d), above, as a condition precedent to any litigation hereunder, the Party asserting a breach of the terms, conditions and covenants of this Agreement shall provide written notification ("Default Notice") to the Party against whom the alle breach is asserted, whereupon the purported breaching Party shall have twenty (20) days from its receipt of said Default Notice to cure. In the instance litigation should thereafter ensue, the prevailing Party shall be entitled to the award of reasonable attorney's fees and costs from the non-prevailing Party.

9. **Independent Counsel.** The Parties acknowledge and affirm they have hoc' adequate opportunity to consult with independent legal counsel of their own respective choosing prior to execution of this Agreement.

10. **Severability and Waiver**. If any provision of this Agreement is held to be illegal, null, or void or against public policy by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. The undersigned Parties shall in good faith attempt to modify any invalidated provision to affect the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any Party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver. The remedies accorded herein to the Parties are cumulative and in addition to those provided by law, and may be exercised separately, concurrently, or successively.

11. **Assignment**. Neither Party may assign ("Assignment") this Agreement without the prior express written permission of the other Party. Notwithstanding the foregoing, consent shall not be required for Assignment or transfer mode by (a) Operation of law, or (b) to an entity that acquires substantially all the Party's stock, provided that thirty (30) day's written notice of Assignment or transfer is given.

12. **Relationship of the Parties**. No provision of this Agreement shall be interpreted or construed to give rise to a partnership, joint venture, or employment relationship.

13. **Complete Agreement and Modification.** This Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties, or undertakings by either of the Parties, oral or written, except as stated in this Agreement and its Exhibits. This Agreement supersedes all prior understandings and agreements between or among the undersigned Parties. This Agreement may not be modified or amended absent the written consent of the Parties.

14. **Effectuation of Enabling Documents**. To the extent this Agreement, including the incorporated Exhibits hereto, should contemplate the Parties' creation of and/or concurrence upon documents necessary to affect the intent hereof, including but not limited to written guidelines, plans, policies, reporting forms, and the like (collectively, "Enabling Documents"), the Parties shall devote their reasonable, good faith best efforts to the conclusion thereof. Notwithstanding any provision to the contrary herein, the failure to so mutually create and concur upon such Enabling Documents shall constitute grounds for "Termination for Cause," so defined in Paragraph 4(c), above.

15. **Notices.** Notices ("Notices") relating to this Agreement to shall be in writing sent as follows:

    For Company, via registered mail, to:
    Grace Health Technology Corp.
    Attn: Holly Magliochetti
    4733 West Atlantic Ave. Suite 12C,
    Delray Beach, FL 33445
    or by e-mail to

    For Provider, via registered mail, to:
    Ludwig Enterprises, Inc.,
    Attn.:

    All Notices shall be effective upon receipt, provided however that an e-mail Notice sent to an e-mail address that has been provided by the party to whom Notice is being sent shall be effective only if there is some indication of receipt.

16. Constructive Interpretation. The Parties acknowledge they have equally contributed to the drafting of this Agreement, and, accordingly, no constructive interpretation should be adjudicated in favor of or contrary to the interests of either Party.

17. Headings. Headings in this Agreement are for illustrative purposes only, and no substantive interpretation should be accorded thereto.

18. Counterpart. This Agreement may be executed in counterpart form(s) ("Counterpart Form(s)"), which Counterpart Forms taken together shall form the fully executed and enforceable Agreement.

19. Authorized Signatories. Each Party represents and warrants to the other Party as to itself that the person executing this Agreement is authorized to do so on such Party's behalf. Each Party is responsible for compliance with the applicable local laws in the jurisdiction from which it operates and represents and warrants such compliance.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year below indicated.

EXHIBIT "A"
STATEMENT OF WORK

This Statement of Work ("SOW") is made as of the last date of execution set forth herein below("Effective Date") by and between **Grace Health Technology Corp** ("Company; CRO"), and **Ludwig Enterprise, Inc**. ("Sponsor") and is subject to and governed by the terms and conditions of the Business Services Contract.

Services Provided.

1. The CRO is engaged in the development of clinical study protocols and management of clinical trials. Provider has recognized expertise and experience in the healthcare sector, specifically with respect to doctor and patient recruitment/enrollment in clinical studies and bioinformatics including data management ("Provider Business"). Whereas, the Company does not have the expertise in clinical protocol development and management, Provider has agreed, an a "joint ownership and development relationship" to provide the following services:
   a) **Clinical Research Study:** Develop a clinical protocol to evaluate genetic susceptibility to chronic disease. The clinical study protocol is based an disciplines that have evolved from the original human genome project, namely, Pharmacogenomics (PGx) and Cancer Genomics (CGx). These disciplines analyze the genes of an individual to diagnose susceptibility for cancer development and to assess which drugs work best in curing or preventing a disease. We have designed a unique genetic susceptibility program that will combine these 2 disciplines with a state-of-the-art mRNA microarray panel that will also measure signaling molecules, 'inflammatory cytokines,' that cause inflammation and chronic diseases, such as cardiovascular disease, diabetes, as well as PTSD.
   b) **Enrollment of Patients:** Recruit Principal Investigators, clinical practices as well as required 300 patients for the clinical protocol.
   c) **Bioinformatics Program:** A proprietary bioinformatics program, owned by the Provider, called 'cluster analysis,' will be used in the clinical study. Cluster analysis will allow discovery of hidden patterns of inflammation within different biologic systems and organs, as well as allow discovery of differentially expressed genes (DEGs) within the CGx and PGx tests. Potential hidden patterns of promoters or regulators of the inflammatory process could provide biological knowledge into chronic disease susceptibility and open the door to nutritional intervention at an early stage. Company will have access to data generated by Provider.
   d) **Personal Consultation:** Consult with CRO (including its Clients as above-defined) as to on-going compliance with all federal and state laws and regulations in the performance of its obligations, including but not limited to HIPPA, the federal Kickback Statute, the federal Civil Monetary Penalty Law and all of its provisions regarding the inducement of beneficiaries, and the Physician Seif-Referral Law.

2. **Additional Provider Obligations**. At request of Sponsor, CRO will hold timely review meetings to discuss clinical study progress.

[Intentionally left Blank]

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be acknowledged and accepted by their respective duly authorized officers as of the date and year below indicated.

CRO	Sponsor
Grace Health Technology Corp.	Ludwig Enterprises, Inc.
	
Dated: 07 02 2022 Print Name: Holly Maglochettl Title: CEO	Dated: 07/01/2022 Print Name: Anne Blackstone Title: President / CEO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year below indicated.

EXHIBIT "B"
FEE SCHEDULE

This bi-monthly Fee Schedule (" Fee Schedule") is made as of the last date of execution set forth herein below ("Effective Date") by and between Grace Health Technology Corporation, a Florida Corporation ("CRO"), and Designer Genomics International, Inc., ("Sponsor') and is subject to and governed by the terms and conditions of the Business Services Contract.

1. **Monthly Fee.** Sponsor shall pay CRO cost plus monthly fee of the cost of the clinical site charge, recruitment cost including all recruitment activities to secure patient flow entering study, and an overall management fee of 11.5% of total out of pocket cost by CRO.

2. **Reasonable Fair Market Value**. CRO and Sponsor acknowledge the aforementioned fee structure and to the best of their capabilities evaluated the competitive pricing landscape and believe they have arrived at a reasonable and defendable arm's length transaction.

3. **Billing**. CRO shall bill Sponsor no later than the fifteenth (15th) day of the month following the applicable month for which said bill is provided, and transmit the Reporting Forms associated therewith (collectively, "Billing"). Company shall remit payment for such Billing no later than sixty (75) days after its receipt. All billings must be supported by clinical site invoicing, recruitment costs, miscellaneous administrative costs, and 11.5% overhead charge.

[Intentionally left Blank]

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be acknowledged and accepted by their respective duly authorized officers as of the date and year below indicated.

CRO	**Sponsor**
Grace Health Technology Corp.	**Ludwig Enterprises, Inc.**
By: 	
Dated: 07 02 2022	Dated: 07/01/2022
Print Name: Holly Maglochetti	Print Name: Anne Blackstone
Title: CEO	Title: President / CEO

Exhibit 10.7

February 13, 2023

Ludwig Enterprises, Inc.

Attn: Anna Blackstone, CEO

This letter agreement (the "**Agreement**") confirms the terms of CFO outsourcing services that KBL, LLP ("**KBL**" or Consultant) through Michael Pollack CPA will provide to Ludwig Enterprises, Inc. (the "**Company**"). The term of the engagement hereunder shall commence upon the execution and delivery of this Agreement.

1. **Scope of Engagement**. KBL (Michael Pollack) is being engaged as your outsourced CFO, an independent contractor, reporting to the Company's Chief Executive Officer and Board of Directors, or other person(s) designated by the Company, to:

(i) Act as outsourced "Interim chief financial officer."

(ii) Assist management and the Board of Directors in designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements, and filing of all required SEC filings;

(iii) Assist management, as required, in the preparation of financial statements in accordance with Generally Accepted Accounting Principles ("**GAAP**") and Public Company Accounting Oversight Board standards ("**PCAOB standards**"), management's discussion and analysis, and work papers related to the foregoing to support the auditing and interim review process;

(iv) Assist the Company and its management in dealing with auditing and interim review process and with its independent audit firm if and when that occurs, including visiting the Company's location during the audit/review process and helping the Company prepare and finalize audit/review information and schedules in a timely and efficient manner;

(v) Assist management in any communications and filings with the United States Securities and Exchange Commission, if and when they occur; and

(vi) Assist the Board of Directors in strategizing ways to improve operations and assist in the potential funding of operations.

(vii) Consultant shall have no authority to enter into contract(s) or bind the Company or to spend or commit funds of the Company.

2. **Financial Terms**. The initial term of the agreement will be for an initial one-year term starting from the date you decide and can be extended for successive one-year terms. KBL's fees for the above services will be billed hourly at $250 per hour. KBL will send invoices to the Company monthly. You reserve the right to change the billing to an agreed upon monthly rate. Invoices are payable within thirty (30) days of receipt. KBL's reasonable out of pocket expenses will be billed separately and will consist solely of travel expenses, as necessary. The Company's lack of payment may result in KBL terminating its services until the Company's account is fully paid. The Company shall not be responsible for payment of any taxes or insurance applicable to KBL's engagement hereunder.

3. **Representations and Warranties**. KBL hereby represents and warrants that:

(i) KBL is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is necessary.

(ii) There are no actions, suits, investigations, proceedings, civil or criminal, pending, or, to KBL's knowledge after due investigation, threatened against or affecting KBL in any court or before any governmental or regulatory agency.

(iii) KBL is a Certified Public Accounting firm, and all partners of the firm are duly licensed Certified Public Accountants.

(iv) KBL has the necessary personnel, skills and tools to properly perform the services herein.

(v) KBL shall perform its responsibilities hereunder in a professional and workmanlike manner, and with the highest level of care and skill.

(vi) Nothing herein shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties.

4. **Client Provided Information**. The Company represents that all information provided to KBL is accurate and complete to the best of its knowledge. Further, if the Company agrees to utilize KBL's tax services, the Company will possess the required supporting documentation for such tax deductions as travel, entertainment, business gifts, charitable contributions, automobile usage, etc. KBL is not responsible for any additional tax, penalties or interest that might result from the lack of documentation for such deductions upon audit.

5. **Professional Judgment**. KBL will use its professional judgment in applying tax, accounting, or other rules applicable to this engagement. Wherever there are conflicting, reasonable interpretations of the rules, KBL will advise the Company of the possible positions the Company might take and follow the position the Company requests as long as it is consistent with applicable professional, statutory or regulatory standards. Should the positions taken result in additional taxes, penalties, fines, interest or any other damages, KBL assumes no responsibility for such costs.

6. **Original Client Records**. Unless otherwise noted, the Company is responsible to retain original documents as may be necessary to justify reported revenues, expenses, etc. KBL may choose to retain selected copies of documents in its work papers.

7. **Indemnification for Management Misrepresentation**. If KBL incurs legal fees as a result of its reliance on any knowingly false representation by the Company, the Company agrees to reimburse KBL for all of our reasonable legal fees and related costs of defense.

8. **Changes or Modifications in Scope of Engagement**. Should the scope of the engagement change, KBL will prepare a "Change Order" letter outlining the necessary changes and the modification of fees. KBL will not proceed with the modified scope without the Company's prior written approval. Fee increases resulting from approved Change Orders will be in accordance with Section 2.

9. **Termination of Engagement**. With or without cause, the Company and KBL may each terminate this Agreement at any time upon thirty (30) days written notice. During the period after notice of termination is given through actual termination, KBL agrees to cooperate with the Company in good faith on matters relating to this engagement and promptly return to Company any Confidential Information and any other Company, documents, materials or property in KBL's possession, custody or control. During the above 30-day period Consultant will only perform for the Company board of directors pre-approved activities.

10. **Restrictive Covenant**. KBL agrees that during the term of this Agreement KBL will not (except at Company's written request and on Company's behalf), directly or indirectly: (i) solicit or encourage any client or supplier of Company to terminate or otherwise alter their relationship with Company in an adverse manner, or (ii) engage in any discussions regarding soliciting, engaging or hiring, for consulting, full-time or part-time employment, anyone who is an employee of the Company. The parties agree that the foregoing limitations as to time and scope and activity are reasonable and acceptable and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.

11. **Disparaging Statements**. At all times during and after the period in which KBL is engaged and at all times thereafter, KBL shall not either verbally, in writing, electronically or otherwise: (i) make any derogatory or disparaging statements about the Company, any of its affiliates, any of their respective officers, directors, shareholders, employees and agents, or any of the Company's current or past customers, partners or employees, or (ii) make any public statement or perform or do any other act prejudicial or injurious to the reputation or goodwill of Company or any of its affiliates or otherwise interfere with the business of the Company or any of its affiliates.

12. **Relationship of Parties**. The Company and KBL shall each be deemed to be independent contractors and in no event shall the acts or omissions of one party be attributable to the other party. Neither party, nor its employees, shall be or shall be deemed to be an employee of the other party for any purpose whatsoever. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint ventures, or any agency relationship, and neither party shall have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing by an officer of Company.

13. **Miscellaneous.**

(i) Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and KBL or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any breach with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent breach or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

(ii) Notice. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) business day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be as set forth on the signature page hereto, or to such other address and/or facsimile number and/or to the attention of such other person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(iii) Governing Law and Dispute Resolution. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of Florida without reference to principles of conflicts of laws. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the County and State of New York. Each party hereby 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. 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 under this Agreement 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. EACH PARTY 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 AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. KBL agrees that (i) the covenants set forth herein are reasonable and necessary for the protection of Company's business interests, (ii) irreparable injury will result to Company if KBL breaches this Agreement, and (iii) in the event of any actual or threatened breach of this Agreement, Company will have no adequate remedy at law. Accordingly KBL agrees that, in the event of any actual or threatened breach of this Agreement, Company will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Such remedy shall not be exclusive of any other remedies available to Company, nor shall it be deemed an election of remedies by Company, the parties having agreed that all remedies are to be cumulative. Upon any expiration or termination of KBL's engagement with Company, or this Agreement, for whatever reason, and regardless of whether Company is otherwise in breach of any obligation to KBL.

(iv) Assignment. The rights and benefits of Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of KBL under this Agreement are personal and therefore KBL may not assign any right or duty under this Agreement without the prior written consent of the Company.

(v) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

(vi) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

(viii) No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

(ix) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, by any officer, employee or representative of any party to this Agreement with respect to such subject matter, other than those expressly contained in this Agreement.

(x) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. Execution and delivery of this Agreement by facsimile or other electronic signature is legal, valid and binding for all purposes.

* * *

If the foregoing is consistent with the Company's intentions and understanding, please sign this Agreement in the space provided and return it to KBL.

Regards,

KBL, LLP

By: Michael Pollack, CPA

1350 Broadway Suite 1510
New York, NY 10018
Ph: (856) 745-3886
Facsimile: (609) 482-8018

Accepted and Agreed:

LUDWIG ENTERPRISES, INC.

By: _____

Name: Anne Blackstone, CEO

Exhibit 10.8

Ludwig Enterprises, Inc.

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2022, between KYLE AMBERT PhD (KA), whose address is at, 3465 NW 177th Portland, OR 97229 (hereinafter referred to as Consultant) and Ludwig, whose address is at, 1749 Victorian Avenue Sparks, NV 89431 (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, KYLE AMBERT PhD (KA) is a biomedical informatics expert providing specialized data mining services to companies; and

WHEREAS, the Company, its owners and/or Principals, subsidiaries, affiliates, directors and representatives, collectively referred to as the Company, desires to have KA provide key ongoing services from time to time; and

WHEREAS, the Company and KA have determined that the "consulting" engagement described herein is not in contravention of any existing agreements; and is fully compliant with all state and federal statutes and

WHEREAS, KA has access to the necessary resources to undertake the tasks contemplated in this Agreement; and

WHEREAS, KA is willing to accept the Company as a client.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. ENGAGEMENT: The Company hereby engages KA to perform consulting services described in Section 2 of this Agreement, but subject to the further provisions of this Agreement.

2. CONSULTING SERVICES:

    1. Occupy the Role of Biomedical Informatics Services which includes developing data mining tools to quantitate, analyze and perform cluster analysis of DNA and RNA panels.

3. TIME OF PERFORMANCE: Services to be performed under this Agreement shall commence July 1, 2022 and shall continue for a period of three hundred and 60 (360) days. This Agreement will automatically renew unless either party provides at least thirty (30) thirty days written notice of its intent to not renew or if hired as a full -time employee.

4. COMPENSATION TO BE PAID BY THE COMPANY: The Company agrees to pay a fee to KA for the services described herein. Said fees are payable, as follows:

a. 250,000 restricted common shares of Ludwig Enterprises, Inc., Stock symbol LUDG.
b. $2,500 US dollars per month.

5. LIMITATION OF KA LIABILITY: If KA fails to perform its services hereunder, its entire liability to the Company shall not exceed the lesser of (a) the amount of cash compensation KA has received from the Company under Section 4 of this Agreement or (b) the actual damage to the Company as a result of such non-performance. IN NO EVENT WILL KA BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES NOR FOR ANY CLAIM AGAINST THE COMPANY BY ANY PERSON OR ENTITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT. Company expressly acknowledges that (i) KA is making no representations in terms of assuring that any funding will be obtained; (ii) Company understands it must employ its own legal, accounting and tax counsel to review and approve any transactions; (iii) KA is in no way providing legal, financial or tax advice upon which the Company should act without consulting its own counsel; and (iv) KA makes no representations that any introductions made by KA will result in a tangible benefit to the Company. All work by KA is on a "best effort" basis.

6. NOTICES: All notices hereunder shall be in writing and addressed to the party at the address herein set forth, or at such other address as to which notice pursuant to this section may be given, and shall be given by personal delivery, by certified mail, express mail, or by national overnight courier services. Notices will be deemed given upon the earlier of actual receipt or three (3) business days after being mailed or delivered to such courier service. Any notices to be given hereunder will be effective if executed by and sent by the attorneys for the parties giving such notice, and in connection therewith, the parties and their respective counsel agreeing that in giving such notice, such counsel may communicate directly in writing with such parties to the extent necessary to give such notice.

7. SEPARABILITY: If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision, to the extent invalid, illegal or unenforceable, shall be modified to the extent necessary to be legal, valid, and enforceable, and shall not affect any other provision hereof.

8. MISCELLANEOUS:

A. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Nevada. KA shall be entitled to reimbursement of legal fees and costs, including attorney fees, if Company fails to pay KA in accordance with the terms of this Agreement and KA initiates legal action.
B. CURRENCY: References to dollars shall be deemed to be United States Dollars.
C. MULTIPLE/FAXED COUNTERPARTS: This Agreement may be executed in multiple counterparts, and by fax transmission, each of which shall be deemed an original. It shall be necessary that each party execute each counterpart.
D. TERMINATION: Should KA terminate this Agreement, other than due to a breach by the Company, KA shall forfeit any future retainer compensation not already earned. Should Company terminate, other than as allowed herein, KA shall be entitled to all compensation referenced in Section 4. If the company has a change of control event the contract will be assumed by new owner or paid out in full at the time of transaction.
E. ASSIGNMENT: KA shall have the right to assign any proceeds due under this Agreement.
F. NON-EXCLUSIVE NATURE: The Company acknowledges that Company is not the only client being provided services by Consultant, and that KA is under no obligation to provide priority treatment to Company relative to other clients of Consultant. However, any assay developed while under this agreement it will be the property of Ludwig Enterprises, Inc.. The Company, subject to the provisions herein, shall have the right to pursue alternative funding sources.

Kyle Ambert PhD	Ludwig Enterprises, Inc.
By: 	By: 
Its:	Its:

Exhibit 10.9

AMENDMENT NO. 1
TO
ASSET PURCHASE AGREEMENT

This constitutes Amendment No. 1 (the "Amendment") to that certain Asset Purchase Agreement (the "Agreement") dated July 1, 2022, by and between Designer Genomics International Corporation, a Nevada corporation ("Seller"), and Ludwig Enterprises, Inc., a Nevada corporation ("Buyer").

For good and adequate consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree, as follows:

A. Due to scrivener's error and mutual mistake, Buyer was identified incorrectly in the Agreement as "Designer Genomics international Inc., a Florida corporation," when, in fact, Buyer is accurately identified as "Designer Genomics International Corporation, a Nevada corporation." Buyer and Seller agree that, for all purposes of the Agreement, all references in the Agreement to "Buyer" shall be to "Designer Genomics International Corporation, a Nevada corporation."

In all other aspects, the Agreement is ratified and affirmed.

SELLER:

DESIGNED GENOMICS INTERNATIONAL CORPORATION

By: */s/ Frank Magliochetti*
Its Authorized Representative

Dated: June 8, 2023

BUYER:

LUDWIG ENTERPRISES, INC

By: */s/ Anne B. Blackstone*
Anne B. Blackstone
CEO

Dated: June 8, 2023

Asset Purchase Agreement

Business located at address 4733 W. Atlantic Ave Suite C-21, Delray Beach, Florida

THIS AGREEMENT is made on 7. l. 2022 between Designer Genomics International Inc., a Florida corporation, herein after the "Seller" and Ludwig Enterprises. Inc., a Nevada corporation, hereinafter the "Buyer."

IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Assets.

Seller shall sell to Buyer, and Buyer shall purchase from Seller, on the terms and conditions set forth in this Agreement, the diagnostic proprietary' mRNA panel for Inflammation (the "Asset") as more specifically described in the attached schedule **(Schedule A);**

This purchase and sale is limited to the assets specifically set forth in this Agreement, and Buyer shall not assume any liabilities of Seller or its individual shareholders, directors, officers, affiliates, creditors, parent or subsidiary companies, if any.

2. Purchase Price.

The purchase price for the assets shall be One Million (1,000,000) Common restricted shares of the Buyer subject to the terms and limitations to such shares as set forth by the Board of Directors of Buyer.

3. Payment of Purchase Price.

On execution of this Agreement, Buyer shall deliver One Million (1,000,000) Common restricted shares to Seller or its designee and shall instruct the Buyer's transfer agent to make such transfer on the books of the Buyer. Seller shall deliver a Bill of Sale to Buyer and shall transfer all intellectual property and rights to said intellectual property Assets to Buyer including but not limited to those set forth on Schedule A attached.

4. Closing and Escrow.

a. The Closing date shall be no later than 7.1.2022. provided there are no unforeseen delays. Closing shall not be later than 5 calendar days after the designated closing date, unless a further extension is agreed upon in writing between the Buyer and Seller. If any of the parties intend to have a title company or escrow agent close the transaction, the parties shall mutually agree upon such company or agent with costs to be split between parties. The costs of Escrow are separate and apart from the Purchase Price. Both the Buyer and Seller shall submit all documentation and other information requested by title company escrow agent needed to close the transaction. The parties shall fix a date and time with the title company/escrow agent to close the transaction.

5. Representations by Seller.

Seller covenants and represents:

a. That Seller is the sole owner of the Assets with full right to sell or dispose of it as Seller may choose, and no other person has any claim, right, title, interest, or lien in, to, or on the Business or Assets.

b. That Seller has no undischarged obligations affecting the Assets being sold under this Agreement.

c. That there are presently and will be at the time of closing, no liens or security interests against the property and Assets being transferred herein.

d. Consents. No consent from or other approval of a governmental entity, board of directors, or any other person is necessary in connection with the execution of the Agreement, or the consummation by Seller of the Assets by Buyer in the manner previously conducted by Seller.

e. Payment of Taxes. Seller represents and warrants that Seller has paid, or will arrange for the full payment of, all taxes owed by Seller on account of the Business.

f. Licenses. Permits and Consents. Seller has obtained the proper licenses or permits in order to effectuate this Agreement.

g. Litigation. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving Seller or brought by Seller or affecting any of the purchased property at law or in equity or admiralty or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the 24-month period preceding the date hereof; and Seller is not operating its business under or subject to, or in default with respect to, any order,writ,injunction, or decree of any court of federal, state, municipal, or governmental department, commission, board, agency, or instrumentality, domestic or foreign.

h. Compliance with Laws. To the best of its knowledge, Seller has complied with and is operating its business in compliance with all laws, regulations, and orders applicable to the business conducted by it. and the present uses by the Seller of the purchased property do not violate any such laws, regulations, and orders. Seller has no knowledge of any material present or future expenditures that will be required with respect to any of Seller’s facilities to achieve compliance with any present statute, law, or regulation, including those relating to the environment or occupational health and safety.

i. Disclosure. No representation or warranty by the Seller contained in this Agreement, and no statement contained in any certificate or other instrument furnished or to be furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit tostate any material fact that is necessary in order to make the statements contained therein not misleading.

j. Liabi1ities. Seller has, as of the purchase date, and shall have on the closing date no liabilities of any kind whatsoever, contingent or otherwise attached to the Assets.

k. Seller will assist Buyer in an orderly transfer and continuation of operations.

l. Seller will provide business development, training and consulting for a period of 30-days following the closing to continue and maintain business cash flow immediately after closing.

6. Indemnification Provisions.

It is agreed by and between the parties that the Sellers shall jointly and severally indemnify Buyer and its assigns harmless from any and all claims of any nature, litigation costs and whatsoever, including without limitation, relative to this agreement.

7. Covenants of Seller.

The Seller covenants with the Buyer as follows:

a. The Bill of Sale to be delivered at the closing date will transfer all the Assets enumerated in **Schedule A** free and clear of all encumbrances and will contain the usual warranties;

b. Seller assumes all risk of loss, damage, or destruction to the Assets subject to this Agreement until the closing. If the Assets are damaged or lost prior to Closing such that their valuation is affected, Seller agrees to negotiate in good faith a reasonable reduction in the Payment Purchase Price to account for the lost value of the Assets.

8. Schedules.

Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

9. Entire Agreement.

This Agreement constitutes the sole and only agreement between Buyer and Seller respecting the purchase of the Assets. This Agreement correctly sets forth the obligations of Buyer and Seller to each other as of its date. Any additional agreements or representations respecting the Assets or its sale to Buyer not expressly set forth in this Agreement are null and void, unless otherwise required by law. Both panics agree to waive rights as to any conflicting laws which may nullify this Agreement to the lull extent allowable by law.

10. Conditions Precedent of Buyer.
The obligations of the Buyer hereunder are subject to the conditions that on or prior to the closing date:

a. Representations and Warranties True at Closing. The representations and warranties of the Seller contained in the Agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the closing date as though such representations and warranties were made at and as of such date, except if such representations and warranties were made as of a specified date and such representations and warranties shall be true as of such date.

b. Seller's Compliance with Agreement. The Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the closing of the Agreement.

c. Resolutions and Seiler's Certificate. The Seller shall have delivered to the Buyer copies of the resolutions of the board of directors of the Seller authorizing the transactions contemplated herein, with such resolutions to be certified to be true and correct by its secretary or assistant secretary, together with a certificate of an officer of the Seller, dated the closing date, certify ing in such detail as the Buyer may request to the fulfillment of the conditions specified in subparagraphs (a) and (b) above.

d. Injunction. On the closing date, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as herein provided.

e. Approval of Proceedings. All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by counsel for the Buyer.

f. Casualty. The purchased Asset(s) or any substantial portion thereof shall not have been adversely affected in any material way as a result of any fire, accident, food, or other casualty or act of God or the public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the C losing occurs hereunder despite such casualty as a result of the waiver of this condition by Buyer, the Seller shall assign or pay over to the Buyer the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the purchased property that occurs after the date hereof.

g. Adverse Change. There snail have been between the purchase date and the closing date no material adverse change in the assets or liabilities or in the condition, financial or otherwise, or in the business, properties, earnings, or net worth of Seller.

11. Arbitration.

In the event the parties are not able to resolve any dispute between them arising out of or concerning this Agreement, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the American Arbitration Association rules then in effect, conducted by a single neutral arbitrator and administered by the American Arbitration Association in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event hat any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, The parties agree to arbitrate all disputes and claims in regards to this Agreement or any disputes arising as a result of this Agreement, whether directly or indirectly, including Tort claims that are a result of this Agreement. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of this Agreement.

12. Costs and Expenses.

Except as expressly provided to the contrary in this Agreement, each party shall pay their own costs and expenses incurred with respect to the negotiation, execution and delivery of this Agreement and the exhibits hereto.

13. Miscellaneous Provisions.

a. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida with venue vested in Palm Beach County, Florida.

b. Parties Bound. I his Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

c. Legal Construction. This Agreement shall be construed as to effectuate the intended purpose of the Agreement. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be modified to otherwise effectuate the sale under the original intentions of the Parties. This may include striking the invalid, illegal, or unenforceable provision as if they had never been contained in this Agreement, or modifying the invalid, illegal or unenforceable provisions to make them compliant without modifying the original purpose of the Parties.

d. Amendments. This Agreement may be amended by the Parties only by a written agreement.

e. Attorneys' Fees. Should any arbitration or litigation be commenced between the parties to this Agreement concerning the rights and duties of either party in relation to the Business or this Agreement, the prevailing party in the arbitration or litigation shall be entitled to (in addition to any other relief that may be granted) a reasonable sum and attorneys' fees in the arbitration or litigation, which sum shall be determined by the court or other person presiding in the arbitration or litigation or in a separate action brought for that purpose.

f. Seller's signatory warrants that he/she is an authorized representative of Seller, transaction has been approved by Seller's Board of Directors and is empowered to execute this agreement on behalf of Seller.

Signatories. This Agreement shall be executed on behalf of Designer Genomics International Inc. by  (seller) and by_____ (Buyer).

The Agreement shall be effective as of the date first written above.

Seller:

By F. Magliochetti — 7. 1. 22

Authorized representative — Date

Buyer: For Ludwig Enterprises

By: Anne Blackstone

Authorized representative — 7/1/2022

Date

SCHEDULE A

LIST OF ASSETS

Intellectual Property Knowledge:

Dr. Marv in Hausman

Frank Magliochetti

Dr. Kyle Ambert PhD

Robert Cardwell

Grace Health Technologies, Corp

Exhibit 10.10

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into effective April 1, 2023, by and between Ludwig Enterprises, Inc. ("LUDG") and The Fannon Group ("Company") and Luke Fannon ("Consultant").

WHEREAS, LUDG desires to enter into strategic relationships and secure valuable management consulting to assist in its operations, business strategy, and in its negotiations with strategic partners (the "Party Objectives");

WHEREAS, Consultant is a principal in a Company that provides services for private and publicly traded companies with customized management consulting for development and operational duties fulfilling the expected role of acting Global Head of Sales and Marketing of the company. Duties and goals to be performed for LUDG are further described in Exhibit "A."

WHEREAS, Company agrees to the services on a Non-exclusive basis subject to the terms, provisions, and conditions set forth herein;

NOW, THEREFORE, in view of the preceding and in consideration of the premises and mutual representations, warranties, covenants, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Retention. LUDG hereby retains the Consultant during the Consulting Period (as defined in Section 2 below), and Consultant hereby agrees to be retained by LUDG on a non-exclusive basis subject to the terms, provisions, and conditions set forth herein.

Consulting Period. The Consultant's engagement period hereunder shall commence on April 1, 2023, and will proceed on a month-to-month basis thereafter to January 1, 2024, at which time it may be extended or renegotiated by mutual consent. Either party may terminate this agreement without cause on a (30) thirty day written notice to the other. Consultant to be compensated as outlined herein through the date of termination.

Duties of Consultant. During the Consulting Period, the Consultant shall use its reasonable and best efforts to perform those actions and responsibilities necessary to assist LUDG with achieving its Objectives from time to time (the "Services"). The Consultant shall render such Services diligently, to the best of its ability. The Consultant will make the best effort to reach the agreed time frames, milestones, goals, and objectives of the company as outlined by The Advisory Board. Members of The Advisory board are listed in Exhibit A. All significant decisions binding the company to any new business agreements, legal changes, or efforts for Capital raising must be approved by the Board of Advisors (BOA). This will be accomplished through weekly reports to BOA in which The Consultant will provide a full report of activities, request approvals, and keep notes of the meeting for future review when needed. Meeting agreed actions and decisions would be outlined in emails to BOA.

Other Activities of Consultant. LUDG recognizes that the Consultant shall provide services to businesses and entities other than LUDG but not in direct competition or conflict by way of competition.

Compensation. In consideration for the Company entering into this Agreement and the Services provided hereunder, LUDG shall compensate the Company as follows:

Fee: Signing Bonus: LUDG agrees to: pay a signing bonus of 1) $5,000 cash payable on or within 5 business days of the 1st of April 2023 and 2) to direct LUDG's transfer agent to issue 150,000 shares of LUDG restricted common stock to Consultant.

Fee: Monthly compensation: Commencing as of April 1, 2023 and for each month during the term of this agreement, LUDG agrees to pay to Company a monthly cash fee of $5,000 payable within 5 business days of the end of such month. LUDG pays in arrears.

Additionally, starting April 1, 2023, and each month thereafter until such time as the S1 is approved or this agreement is terminated, 1) Consultant will earn 50,000 shares of restricted common LUDG stock monthly however, once the S1 is approved the shares earned by Consultant will be reduced to 5,000 each month. LUDG will have its transfer agent issue shares earned by Consultant on the following schedule:

Upon funding of LUDG post effective S1 of $10 million (ten million dollars) the monthly fee would increase to $12,500.00 (twelve thousand five hundred dollars) per month.

Shares earned April, May & June will be transferred to Consultant within 5 business days of July 1, 2023

Shares earned July, August, September will be transferred to Consultant within 5 business days of October 1, 2023

Shares earned October, November and December will be transferred to the Consultant within 5 business days of January 1, 2024

In the event that the S1 is approved mid-month, the parties agree that the number of shares to be issued will become effective as of the 1st of the next month.

Expenses: Neither Company nor Consultant will incur any out-of-pocket expenses without prior approval by LUDG. LUDG agrees to reimburse Company for all expenses within 5 business days of submission of expense claim with receipts.

Disparagement:

Consultant agrees that the Company / Consultant and its officers, directors and related parties shall not transmit any negative derogatory communications, comments, posts, transmissions or the like about LUDG, its subsidiaries, officers, directors, consultants or representatives and if such should occur LUDG has the right to institute legal proceedings as it determines to be in the best interest the company.

Should the LUDG or its officers, directors and related parties transmit any untrue negative derogatory communications, comments, posts, transmissions or the like about Consultant or Company then Consultant/Company has the right to institute legal proceedings as Consultant/Company determines to be in the best interest of Consultant/Company.

Each party shall bear its own costs of litigation.

Notice. Any notice or other communication required, permitted, or desired to be given according to any of the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered in person, by email listed below with confirmed receipt (auto replies are not confirmation) or sent by certified mail, return receipt requested, postage and fees prepaid, or by national overnight delivery prepaid service to the parties at their addresses set forth below. The notice or communication shall be at least ten (10) business days, if not more. Any party hereto may at any time and from time to time hereafter change the address to which notice shall be sent hereunder by notice to the other party given under this paragraph. The addresses of the parties are as follows:

To Consultant / Company:

Mr. Luke Fannon
President
The Fannon Group
301 Enfield Road
Delray Beach, FL 33444
484-429-5846
Luke@TheFannonGroup.com

To Ludwig Enterprises, Inc.: Ludwig

Enterprises, Inc.
Anne Blackstone, CEO
1749 Victorian Avenue #C-350
Sparks, Nevada 89431
786-235-9026
HQ@Ludwigent.com
www.Ludwigent.com

Waiver. No course of dealing nor any delay on the part of either party in exercising any rights hereunder will operate as a waiver of any rights of such party. No waiver of any default or breach of this Agreement or application of any term, covenant, or provision hereof shall be deemed a continuing waiver or a waiver of any other breach or default or the waiver of any other application of any term, covenant, or provision.

Non-Guarantee. Consultant promises to exercise the best efforts in its duties and responsibilities and makes no guarantee it will be successful in any claims made to LUDG either verbally or pursuant to any results and claims stipulated in this agreement. Any comments regarding potential time frames and anything pertaining to the outcome of the Party's requests are expressions of opinion only. LUDG acknowledges and agrees it is not required to make exclusive use of Consultant for any services Consultant holds no exclusive rights to the Party's project.

Survival of Terms. Notwithstanding the termination of this Agreement for whatever reason, the provisions hereof shall survive such termination unless the context requires otherwise.

Confidentiality. The Consultant acknowledges that in the course of performing the Services, the Consultant may obtain knowledge of confidential and proprietary information of LUDG and other non-public information and trade secrets of LUDG (collectively, the "Confidential Information"). The Consultant shall not disclose any such Confidential Information to any third party without the prior written consent of LUDG and shall only use the Confidential Information in the performance of the Services hereunder to the extent, and only to the no extent, required. The Consultant acknowledges that the unauthorized disclosure of any Confidential Information will cause LUDG irreparable harm from which monetary damages alone would not be an adequate remedy. The Consultant agrees that LUDG shall be entitled to seek injunctive relief, specific performance, and other equitable relief with respect to any breach or threatened breach of the confidentiality obligations of the Consultant without being required to post a bond or other security or to establish irreparable harm. The remedies specified in this Section shall be in addition to all other remedies that may be available to LUDG at law or otherwise. Notwithstanding the foregoing, subject to providing LUDG with prior written notice of any intended disclosure of Confidential Information, the Consultant may disclose Confidential Information pursuant to applicable law or subpoena.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. Any signature by facsimile or by email PDF or similar format shall be valid and binding as if an original signature was delivered.

Captions. The caption headings in this Agreement are for the convenience of reference only and are not intended and shall not be construed as having any substantive effect.

Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the state of Florida.

Limitation of Liability: Indemnification. Consultant shall not be liable to LUDG for any loss incurred in the performance of its Services hereunder unless caused by Consultant's misconduct. LUDG agrees, at its sole defense, to indemnify and defend Consultant from and against any damages, claims, or suits by third parties against Consultant arising from the performance of Consultant's Services hereunder unless caused by Consultant's misconduct, malfeasance or breach of the terms and conditions set forth herein.

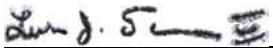
Entire Agreement/Modifications. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether oral or written, regarding the Consultant's retention by LUDG. This Agreement shall not be altered, amended, waived, or modified except in writing, duly executed by each of the parties hereto.

Warranty. LUDG and Consultant each hereby represent and warrant to the other that it is free to enter into this Agreement, that the parties signing below are duly authorized and directed to execute this agreement, and that this Agreement is its legal, valid, binding obligation, enforceable against such party in accordance with its terms.

Severability. If any term, covenant, or provision, or any part thereof, is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the same shall not affect the remainder of such term, covenant or provision, any other terms, covenants or provisions or any subsequent application of the such term, covenant or provision which shall be given the maximum effect possible without regard to the invalid, illegal or unenforceable term, covenant or provision, or portion thereof. In lieu of any such invalid, unlawful or unenforceable provision, the parties hereto intend that there shall be added as part of this Agreement a term, covenant, or provision as similar in terms to such invalid, illegal or unenforceable term, the covenant of provision, or part thereof, as may be possible and be valid, legal and enforceable.

IN WITNESS HEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

Consultant:



Luke Fannon Consultant / President of Company

Ludwig Enterprises, Inc.:

Anne Blackstone, CEO
Ludwig Enterprises, Inc.

Exhibit A

Duties of Consultant for LUDG

Objectives

1. Create Press Releases and Marketing Plans for Companywide Initiatives

2. Create content to be reviewed by Board of Consultants for insertion into all new websites (Ludwig, Precision, and mRNA for Life) create regional test funnel ads to be reviewed by Board of Consultants to secure marketing launch Campaign for supplement. This has nothing to do with the structural / coding building of website ~~design~~ and build out.

3. Create proposed content for e-commerce site

4. Assist regarding Bridge financing (subject to follow up and close with Frank and Marvin)

5. Work for Frank as he secures an Investment Bank to go on cover of S1

6. Work with Adam on social media content and campaign to bring eyes to LUDG

7. Develop complete launch plan for NuGenea for Consumer, Professional and MLM segments.

Board of Advisors:

Dr. Marvin S. Hausman, MD
Frank Magliochetti PhD, MBA
Thomas Terwilliger MBA

Exhibit 10.11

AN AGREEMENT BETWEEN LUDWIG ENTERPRISES, INC.

And

A venture to be established by

Kim Farahay and Jeffery Lee

March 6, 2023

This date the above agrees to enter into a distribution agreement with a yet to be formed Ketamine Clinic corporation ("the Clinic") to be operated by Kim Farahay and Jeffery Lee. The clinic will distribute Ludwig's NuGenea Supplement products at a best in the nation pricing based upon quantity purchased.

For Ludwig

Per

Name: Anne Blackstone, president

Ludwig Enterprises, Inc.

For The Clinic

Exhibit 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation in this Registration Statement on Form S-1 of Ludwig Enterprises, Inc. of our report dated April 14, 2023, relating to our audit of the consolidated financial statements, which appears herein for the years ended December 31, 2022 and 2021. We have not reviewed or opined on any other financial information within the filing.

We also consent to the reference to our firm under the caption “Experts” in the Prospectus, which is part of this Registration Statement.

/s/ *Assurance Dimensions, Inc.*
Assurance Dimensions
Margate, Florida

July 17, 2023

Exhibit 107

CALCULATION OF FILING FEE TABLES

Form S-1 Registration Statement
(Form Type)

Ludwig Enterprises, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to be Paid	Equity	Common Stock, $.001 par value per share (1)(2)	Rule 457(o)	47,000,000	$1.25(3)	$58,750,000	$0.00011020	$6,474.25				
Fees Previously Paid												
Carry Forward Securities												
Carry Forward Securities												
		Total Offering Amounts				$58,750,000		$6,474.25				
		Total Fees Previously Paid						$6,474.25				
		Total Fee Offsets (4)						$0				
		Net Fee Due						$0				

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended (the "Securities Act").

(2) Pursuant to Rule 416 under the Securities Act, the securities being registered hereunder include such indeterminate number of additional shares of common stock as may be issued after the date hereof as a result of stock splits, stock dividends or similar transactions.

(3) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) under the Securities Act, based upon the maximum aggregate offering price of the Registrant's Common Stock.

(4) The Registrant does not have any fee offsets.