

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **February 4, 2025**

180 LIFE SCIENCES CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-38105

(Commission File Number)

90-1890354

(IRS Employer
Identification No.)

**3000 El Camino Real, Bldg. 4, Suite 200
Palo Alto, CA**

(Address of Principal Executive Offices)

94306

(Zip Code)

Registrant's telephone number, including area code: **(650) 507-0669**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ATNF	The NASDAQ Stock Market LLC
Warrants to purchase shares of Common Stock	ATNFW	The NASDAQ Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On February 5, 2025, 180 Life Sciences Corp. (the "Company") entered into a First Amendment to Separation and Release Agreement with James N. Woody, the Company's former Chief Executive Officer and director (the "First Amendment"). Pursuant to the First Amendment, Dr. Woody agreed to amend the terms of that certain Separation and Release Agreement dated May 7, 2024, entered into between Dr. Woody and the Company, as described in greater detail in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on May 9, 2024, to terminate the prior requirement of the Company set forth therein to pay Dr. Woody a bonus of \$50,000 (the "Future Contingent Payment"), [A] if the Company, within the 24 months following the date of Dr. Woody's resignation, complete any corporate transaction, including but not limited to any merger, reverse merger, acquisition, disposal, joint-venture and/or investment involving the Company, which results in a change of control; or [B] if the Company raises at least \$5 million from any source within 12 months from Dr. Woody's resignation date. Instead, pursuant to the First Amendment, Dr. Woody agreed to accept \$60,000 in shares of restricted common stock of the Company (or 43,166 shares of common stock, based on the closing sales price of the Company's common stock on February 5, 2025, which closing price was \$1.39 per share, the "Separation Shares"), in lieu of the Future Contingent Payment which obligation was terminated. The Separation Shares include piggyback registration rights for a resale registration statement relative to the Separation Shares for a period of six (6) months.

The First Amendment also required Dr. Woody to enter into a Voting Agreement with the Company. Pursuant to the Voting Agreement, which was entered into on February 5, 2025, by Dr. Woody, the Company, and Blair Jordan, the Company's Chief Executive Officer, solely for the benefit of the Company, Dr. Woody agreed to vote the Separation Shares as recommended by the Board of Directors of the Company, at any meeting of stockholders or via any written consent of stockholders, which may occur prior to February 5, 2026; the date after August 5, 2025, that Dr. Woody has sold all of the Separation Shares; or the date that the Company terminates the Voting Agreement. In order to enforce the terms of the Voting Agreement, and solely for the benefit of the Company, Dr. Woody provided Mr. Jordan (or his assigns) an irrevocable voting proxy to vote the Separation Shares pursuant to the guidelines set forth above at any meeting of stockholders or via any written consent of stockholders. The Voting Agreement also provides a restriction on Dr. Woody's sale or transfer of any of the Separation Shares until August 5, 2025.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained above in [Item 1.01](#) related to the Separation Shares is hereby incorporated by reference into this [Item 3.02](#). The Separation Shares were issued without registration under the Securities Act of 1933, as amended (the “[Securities Act](#)”), in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act as a transaction not involving a public offering and in reliance on similar exemptions under applicable state laws.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 4, 2025, the Board of Directors of the Company: (1) appointed independent director Ryan Smith, as Lead Independent Director of the Company, and agreed to pay Mr. Smith an additional \$20,000 per year for his services in such role; and (2) approved the appointment of Mr. Blair Jordan as Chief Executive Officer of the Company (previously Mr. Jordan was Interim Chief Executive Officer of the Company). Additionally, also on February 4, 2025, with the recommendation of the Compensation Committee, the Board of Directors approved an increase in Mr. Jordan’s compensation to \$240,000 per year, effective January 1, 2025.

As Lead Independent Director, Mr. Smith: will preside at any meetings of the independent directors, including executive sessions, and as appropriate; will (a) assist in the recruitment of board candidates; (b) have active involvement in board evaluations; (c) have active involvement in establishing committee membership and committee chairs; and (d) have active involvement in the evaluation of the chief executive officer; will work with committee chairs as necessary to ensure committee work is conducted at the committee level and appropriately reported to the board; will communicate with the independent directors between meetings when appropriate; and will recommend consultants and outside advisors to the board as necessary or appropriate. The lead director may also attend meetings of committees on which the lead director is not a member.

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Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	First Amendment to Separation and Release Agreement dated February 5, 2025, between 180 Life Sciences Corp. and James N. Woody
10.2*	Voting Agreement dated February 5, 2025, between 180 Life Sciences Corp., James N. Woody and Blair Jordan
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

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SIGNATURES

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

180 LIFE SCIENCES CORP.

Date: February 7, 2025

By: /s/ Blair Jordan
Blair Jordan
Chief Executive Officer

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**FIRST AMENDMENT TO
SEPARATION AND RELEASE AGREEMENT**

This First Amendment to Separation and Release Agreement (this "**Amendment**"), dated February 5, 2025, and effective February 5, 2025 (the "**Effective Date**"), amends that certain Separation and Release Agreement dated May 7, 2024 (the "**Separation Agreement**"), by and between James N. Woody, an individual ("**Woody**") and 180 Life Sciences Corp. ("**180 Life**" and the "**Company**"), and the Company (collectively referred to as the "**Parties**" or individually referred to as a "**Party**"). Certain capitalized terms used below but not otherwise defined shall have the meanings given to such terms in the Separation Agreement.

WHEREAS, the Parties desire to enter into this Amendment to amend the Separation Agreement on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and considerations herein contained, and other good and valuable consideration, which consideration the Parties hereby acknowledge and confirm the receipt and sufficiency thereof, the Parties hereto agree as follows:

1. Amendment to Separation Agreement. Effective as of the Effective Date, Section 1 of the Separation Agreement shall be amended and restated to read in its entirety as follows:

"**1. Severance Payment.** Subject to Woody's compliance with the terms and conditions of this Agreement and Release, 180 Life agrees to (a) pay Woody \$50,000 in cash, less all applicable withholdings and required deductions (the "**Severance Cash**"); (b) issue Woody 25,000 fully-vested shares of 180 Life's common stock; and (c) provide Woody the right to earn the Future Contingent Payment (as defined below)(collectively, (a), (b) and (c), the "**Severance Payment**"). The Severance Payment (except for the amounts payable pursuant to (c), which shall be paid by the 15th day following the date such payment is due as discussed below), shall be paid within 15 days of the Separation Date (the "**Payment Date**"). Woody agrees that the Severance Payment to be paid under this Agreement and Release is due solely from 180 Life and represents consideration which would not otherwise be due to Woody. 180 Life shall also issue Woody, by February 15, 2025, shares of restricted common stock of 180 Life having a value of \$60,000, based on the value being calculated and based on the trading of 180 Life's common stock on the Nasdaq Capital Market, on the date that the First Amendment to Separation and Release Agreement is effective (or if such date is not a trading day, the last trading prior to such date) (the "**Subject Shares**") and the "**1st Amendment Effective Date**"). Woody hereby pledges and affirms that, in the event of any shareholder vote following the 1st Amendment Effective Date, Woody will support and vote in favor of any proposal which the Board of Directors of 180 Life brings to stockholders of 180 Life as reflected in a Voting Agreement to be entered into between Woody and 180 Life and Blair Jordan as of the 1st Amendment Effective Date. 180 Life will provide Woody with piggyback registration rights for a resale registration statement relative to the Subject Shares for a period of six (6) months, excluding the resale registration statement currently in process with Armistice and with Maxim, and will provide Woody with a Rule 144 legal opinion at 180 Life's expense which will allow the Subject Shares to be sold after six (6) months, subject to the availability of Rule 144 for such sale."

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First Amendment to Separation Agreement

2. Consideration. Each of the Parties agrees and confirms by signing below that they have received valid consideration in connection with this Amendment and the transactions contemplated herein. Woody agrees that the Subject Shares shall be in lieu of any Future Contingent Payment payable to Woody under the terms of the Separation Agreement, which is hereby waived.

3. Mutual Representations, Covenants and Warranties. Each of the Parties, for themselves and for the benefit of each of the other Parties hereto, represents, covenants and warranties that:

(a) Such Party has all requisite power and authority, corporate or otherwise, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and thereby. This Amendment constitutes the legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general equitable principles;

(b) The execution and delivery by such Party and the consummation of the transactions contemplated hereby do not and shall not, by the lapse of time, the giving of notice or otherwise: (i) constitute a violation of any law; or (ii) constitute a breach of any provision contained in, or a default under, any governmental approval, any writ, injunction, order, judgment or decree of any governmental authority or any contract to which such Party is bound or affected; and

(c) Any individual executing this Amendment on behalf of an entity has authority to act on behalf of such entity and has been duly and properly authorized to sign this Amendment on behalf of such entity.

4. Representations of Woody.

(i) Woody is an accredited investor as defined in Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"). Woody (A) is acquiring the Subject Shares for his own account and not with a view to distribution, as that term is used in Section 2(11) of the Securities Act, (B) has sufficient knowledge and experience in financial and business matters so as to be able to evaluate the merits and risk of an investment in the Subject Shares and is able financially to bear the risks thereof, and (C) understands that the Subject Shares will, upon issuance, be characterized as "restricted securities" under state and federal securities laws and that under such laws and applicable regulations cannot be resold unless the resale of the Subject Shares is registered under the Securities Act or unless an exemption from registration is available.

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First Amendment to Separation Agreement

(ii) Woody has experience in analyzing and investing in companies similar to the Company and is capable of evaluating the merits and risks of its decisions with respect to such matters and has the capacity to protect its own interests.

(iii) Woody has not been offered the Subject Shares by any form of general solicitation or advertising, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine, or other similar media or television or radio broadcast or any seminar or meeting where, to Woody's knowledge, those individuals that have attended have been invited by any such or similar means of general solicitation or advertising.

(iv) To the extent necessary, Woody has retained and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of the Subject Shares.

(v) Woody has had an opportunity to discuss the Company's business, management and financial affairs with the members of the Company's management and has had an opportunity to ask questions of the officers and other representatives of the Company, which questions, if any, were answered to its satisfaction.

(vi) Woody (A) is aware of, has received and had an opportunity to review (i) the Company's Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the Securities and Exchange Commission (SEC); and (ii) the Company's Quarterly Reports on Form 10-Q and current reports on Form 8-K from January 1, 2024, to the date of such Woody's entry into this Amendment (which filings can be accessed by going to <https://www.sec.gov/edgar/searchedgar/companysearch.html>, typing "180 Life Sciences" in the "Name, ticker symbol, or CIK" field, and clicking the "Submit" button), in each case (i) through (ii), including, but not limited to, the audited and unaudited financial statements, description of business, risk factors, results of operations, certain transactions and related business disclosures described therein (collectively the "**Disclosure Documents**") and an independent investigation made by it of the Company; and (B) is not relying on any oral representation of the Company or any other person, nor any written representation or assurance from the Company; in connection with Woody's acceptance of the Subject Shares and investment decision in connection therewith.

(vii) Neither the Company, nor any other party, has supplied Woody any information regarding the Subject Shares or an investment in the Subject Shares other than as contained in this Amendment, and Woody is relying on its own investigation and evaluation of the Company and the Subject Shares and not on any other information.

(viii) Woody acknowledges that he is a sophisticated investor capable of assessing and assuming investment risks with respect to securities, including the Subject Shares, and further acknowledges that the Company is entering into this Amendment with the Woody, in reliance on this acknowledgment and with Woody's understanding, acknowledgment and agreement that the Company is privy to material non-public information regarding the Company (collectively, the "**Non-Public Information**"), which Non-Public Information may be material to a reasonable investor, such as Woody, when making investment disposition decisions, including the decision to enter into this Amendment, and Woody's decision to enter into the Amendment is being made with full recognition and acknowledgment that the Company is privy to the Non-Public Information, irrespective of whether such Non-Public Information has been provided to Woody. Woody hereby waives any claim, or potential claim, it has or may have against the Company relating to the Company's possession of Non-Public Information. Woody has specifically requested that the Company not provide it with any Non-Public Information. Woody understands and acknowledges that the Company would not enter into this Amendment in the absence of the representations and warranties set forth in this paragraph, and that these representations and warranties are a fundamental inducement to the Company in entering into this Amendment.

(ix) Woody represents, warrants, and agrees that the Company is under no obligation to register or qualify the Subject Shares under the Securities Act or under any state securities law, or to assist such Woody in complying with any exemption from registration and qualification, except as expressly set forth above.

(x) Woody understands and agrees that a legend has been or will be placed on any certificate(s) or other document(s) evidencing the Subject Shares in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY STATE SECURITIES ACT. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS (I) THEY SHALL HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND ANY APPLICABLE STATE SECURITIES ACT, OR (II) THE CORPORATION SHALL HAVE BEEN FURNISHED WITH AN OPINION OF COUNSEL, SATISFACTORY TO COUNSEL FOR THE CORPORATION."

5. Further Assurances. The Parties agree that, from time to time, each of them will take such other action and to execute, acknowledge and deliver such contracts, deeds, or other documents as may be reasonably requested and necessary or appropriate to carry out the purposes and intent of this Amendment and the transactions contemplated herein.

6. Effect of Amendment. Upon the effectiveness of this Amendment, each reference in the Separation Agreement to "**Separation Agreement**", "**Agreement**", "**hereunder**", "**hereof**", "**herein**" or words of like import shall mean and be a reference to such Separation Agreement, as applicable, as modified and amended hereby.

7. Separation Agreement to Continue in Full Force and Effect. Except as specifically modified or amended herein, the Separation Agreement and the terms and conditions thereof shall remain in full force and effect.

8. Entire Agreement. This Amendment sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the Parties with respect to the transactions contemplated hereby and thereby, and supersedes all prior agreements, arrangements and understandings between the Parties, whether written, oral or otherwise.

9. Construction. In this Amendment words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders.

10. Governing Law. The provisions of Section 20 of the Separation Agreement are incorporated by reference herein in their entirety.

11. Counterparts and Signatures. This Amendment and any signed agreement or instrument entered into in connection with this Amendment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written to be effective as of the Effective Date.

James N. Woody

/s/ James N. Woody

2-5-25

Date

180 Life Sciences Corp.

/s/ Blair Jordan

Blair Jordan, Chief Executive Officer

2-5-25

Date

VOTING AGREEMENT

THIS VOTING AGREEMENT, dated and effective February 5, 2025 (this “**Agreement**”), is made by and among Blair Jordan, an individual (“**Jordan**”); Dr. James Woody, an individual (the “**Securityholder**”); and 180 Life Sciences Corp. (the “**Company**”).

RECITALS

WHEREAS, the Securityholder is being issued 43,166 shares of the common stock of the Company (the “**Shares**”); and

WHEREAS, the Securityholder desires to enter into this Agreement to provide Jordan, the interim Chief Executive Officer of the Company, voting rights to the Shares, for the benefit of the Company, on the terms and pursuant to the conditions set forth below.

Accordingly, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, for \$10, the receipt and sufficiency of which Securityholder acknowledges from the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I. SHARES; AGREEMENT TO VOTE AND VOTING PROXY

1.1. **The Shares.** Any interest or other voting securities, or the voting rights relating thereto, of the Company, that may be owned, held or subsequently acquired in any manner, legally or beneficially, directly or indirectly, of record or otherwise, by the Securityholder, other than the Shares, at any time during the term of this Agreement; shall be included within the term “**Shares**” as used herein and shall be subject to the terms of this Agreement.

1.2. During the Term of this Agreement, Securityholder agrees to vote all Shares, in such manner as may be necessary to approve all proposals sought to be approved at any meeting of the stockholders of the Company, which are approved by the Board of Directors, and recommended to be approved by at least a majority of the members of the Board of Directors of the Company.

1.3. The voting requirements set forth in Section 1.2 shall be defined herein as the “**Voting Requirements**”.

1.4. **Irrevocable Proxy and Power of Attorney.**

1.4.1 Securityholder, by his entry into this Agreement, hereby constitutes and appoints Jordan, with the power to act alone and with full power of substitution, during and for the Term, for the benefit of the Company, as Securityholder’s true and lawful attorney and irrevocable proxy, for and in the Securityholder’s name, place and stead, to vote or act by written consent with respect to the Shares owned or held by Securityholder as Securityholder’s proxy, solely in connection with the Voting Requirements, and to execute all appropriate instruments consistent with this Agreement on behalf of Securityholder, in all proceedings in which the vote or written consent of the Securityholder may be required or authorized by law during the Term (including, but not limited to actual meetings of the stockholders of the Company and written consents to action) regardless of whether such Securityholder actually attends any applicable meeting or signs any applicable consent, or not (the “**Proxy**”). Without limiting the foregoing, Securityholder shall deliver to Jordan a duly executed Irrevocable Voting Proxy in the form of Exhibit A hereto, which shall be irrevocable to the fullest extent permissible by law, in the form attached hereto simultaneously with the execution hereof.

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Voting Agreement

1.4.2 The proxy and power granted by Securityholder pursuant to this Section are coupled with an interest.

1.5. **Termination.** The provisions of this Agreement shall terminate automatically upon the earlier of (a) February 5, 2026, (b) the date that Securityholder has sold all of his shares after August 5, 2025, and (c) the date that the Company has provided written notice to Securityholder of the termination of this Agreement (the “**Term**”).

1.6. **Reservation of Rights.** All other rights and privileges of ownership of the Shares shall be reserved to and retained by the Securityholder, except to the extent expressly set forth herein.

ARTICLE II. TRANSFERS

2.1. **General Restrictions.** Until August 5, 2025, Securityholder agrees that during the Term, Securityholder shall not, and shall not permit anyone else to, (i) sell, transfer, encumber, pledge, assign or otherwise dispose of any of the Shares, (ii) deposit the Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect thereto, or (iii) enter into any contract, option or other legally binding undertaking providing for any transaction provided in (i) or (ii) hereof (each a “**Transfer**”), without the prior written consent of the Company. Any Transfer not in accordance with this Section 2.1 shall be deemed to constitute a Transfer by Securityholder in violation of this Agreement, shall be void *ab initio*, and the Company shall not recognize any such Transfer.

ARTICLE III. GENERAL PROVISIONS

3.1. **Entire Agreement.** This Agreement (including the exhibits and schedules hereto and thereto) contains all of the terms, conditions and representations and warranties agreed to by the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, negotiations, correspondence, undertakings, understandings, representations and warranties, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition not set forth in this Agreement has been made or relied upon by any of the parties to this Agreement.

3.2. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related thereto, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, whether arising in law or in equity, in contract, tort or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to its rules regarding conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

3.3. **Counterparts.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party, each other party shall re-execute the original form of this Agreement and deliver such form to all other parties. No party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the

formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Signature page follows.]

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Voting Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties to this Agreement as of the date first written above.

“Jordan”

/s/ Blair Jordan
Blair Jordan

“Securityholder”

/s/ James N. Woody
Dr. James Woody

“Company”

180 Life Sciences, Inc.

/s/ Blair Jordan
Blair Jordan
Interim Chief Executive Officer

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Voting Agreement

EXHIBIT A

IRREVOCABLE VOTING PROXY

Dr. James Woody, an individual (“**Securityholder**”), who beneficially owns 43,166 shares of the common stock of 180 Life Sciences Corp., a Delaware corporation (the “**Company**” and the “**Shares**”, which term shall include such other shares as it may come to own or have voting control over, as described in greater detail in the Voting Agreement, dated February 5, 2025, to which this Irrevocable Voting Proxy is attached to as Exhibit A)(the “**Agreement**”), of the Company as of the date hereof, hereby appoints Blair Jordan, an individual, as his proxy (the “**Proxy**”), with the power to act alone and with full power of substitution, during and for the Term, as Securityholder’s true and lawful attorney and irrevocable proxy, for and in the Securityholder’s name, place and stead, to vote or act by written consent with respect to the Shares owned or held by Securityholder as Securityholder’s proxy, and to execute all appropriate instruments consistent with this Irrevocable Voting Proxy on behalf of Securityholder, in all proceedings in which the vote or written consent of the stockholders may be required or authorized by law during the Term (including, but not limited to actual meetings of the stockholders of the Company and written consents to action) regardless of whether Securityholder actually attends any applicable meeting or signs any applicable consent, or not, as if the undersigned were present and voting such Shares, in connection with the Voting Requirements (as defined in the Agreement).

Upon Securityholder’s execution of this Irrevocable Voting Proxy, any and all prior proxies (other than this Irrevocable Voting Proxy) given by Securityholder with respect to the subject matter contemplated by this Irrevocable Voting Proxy are hereby revoked with respect to such subject matter and Securityholder agrees not to grant any subsequent proxies with respect to such subject matter or enter into any agreement or understanding with any person to vote or give instructions with respect to such subject matter in any manner inconsistent with the terms of this Irrevocable Voting Proxy until after the expiration of the Term (as defined below).

The Proxy named above, and his assigns, are hereby authorized and empowered by Securityholder, at any time prior to the end of the Term, to act as Securityholder’s attorney and proxy to vote the Shares, and to exercise all voting and other rights of Securityholder with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to the Delaware General Corporation Law (or such law applicable to the Company’s then jurisdiction of organization)), at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting. The undersigned hereby affirms that this Irrevocable Voting Proxy, which shall be irrevocable to the fullest extent permissible by law, is coupled with an interest and ratifies and confirms all that the Proxy may lawfully do or cause to be done by virtue hereof. This Irrevocable Voting Proxy shall terminate at the end of the Term of the Agreement.

All authority herein conferred shall be binding upon the heirs, representatives, successors and assigns of Securityholder. Executed this 5th day of February 2025.

“Securityholder”

/s/ James N. Woody
