

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

OS Therapies Incorporated

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

68764Y207

(CUSIP Number)

Shalom Auerbach
15 Atlantic Avenue,, Suite M2
Lynbrook, NY, 11563
917-364-7051

Einodmil LLC
396 Oakland Avenue,
Cedarhurst, NY, 11516
917-364-7051

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

07/31/2024

(Date of Event Which Requires Filing of This Statement)

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

68764Y207

1	Name of reporting person Shalom Auerbach
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only

4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,554,582.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,554,582.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,554,582.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 11.9 %	
14	Type of Reporting Person (See Instructions) IN	

Comment for Type of Reporting Person:
See Item 5 for additional information.

SCHEDULE 13D

CUSIP No.	68764Y207
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1	Name of reporting person Einodmil LLC
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,531,211.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,531,211.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,531,211.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 11.8 %	
14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:
See Item 5 for additional information.

SCHEDULE 13D

Item 1. Security and Issuer

- (a) Title of Class of Securities:
Common Stock, par value \$0.001 per share
- (b) Name of Issuer:
OS Therapies Incorporated
- (c) Address of Issuer's Principal Executive Offices:
115 Pullman Crossing Road, Suite 103, Grasonville, MARYLAND , 21638.

Item 1 Comment:

The securities to which this Schedule 13D (the "Schedule 13D") relates are shares of common stock, par value \$0.001 per share (the "Common Stock"), of OS Therapies Incorporated (the "Issuer").

Item 2. Identity and Background

- (a) Shalom Auerbach ("Mr. Auerbach") and Einodmil LLC ("Einodmil" and together with Mr. Auerbach, the "Reporting Persons")
- (b) The business residence of Mr. Auerbach is 15 Atlantic Avenue, Suite M2, Lynbrook, NY 11563. The business residence of Einodmil is 396 Oakland Avenue, Cedarhurst, NY 11516.
- (c) The principal occupation of Mr. Auerbach is to serve as the Principal of Einodmil. Mr. Auerbach exercises voting and dispositive power over all securities of the Issuer held by himself directly and Einodmil. The principal business of Einodmil is investing in securities.
- (d) During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the past five years, the Reporting Persons have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Auerbach is a citizen of the United States of America. Einodmil is a limited liability company organized under the laws of the state of Delaware.

Item 3. Source and Amount of Funds or Other Consideration

The information contained in rows 7, 8, 9, 10, 11 and 13 of the cover pages of this Schedule 13D and the information set forth in or incorporated by reference in Item 2 and Item 5 of the Schedule 13D is hereby incorporated by reference in its entirety into this Item 3.

Prior to the Issuer's initial public offering on July 31, 2024, Einodmil held 804,375 shares of the Issuer, including (i) 600,000 shares acquired pursuant to the Transfer Agreement and (ii) 204,375 shares (on a post-split basis) issued to noteholders in the Issuer's private placements between November 2022 and April 2024.

On August 2, 2024, (i) Einodmil was issued 1,743,556 shares of Common Stock upon conversion of certain promissory notes and (ii) Mr. Auerbach was issued 23,371 shares of Common Stock upon conversion of a certain promissory note (collectively, the "Note Conversions"). Prior to the Note Conversions, the aggregate principal amount of the promissory notes held by (i) Einodmil was \$3,270,000, which was acquired using the working capital of Einodmil, and (ii) Mr. Auerbach was \$25,000, which was acquired using personal funds of Mr. Auerbach. On January 15, 2025, Einodmil sold 16,720 shares of Common Stock for proceeds of approximately \$112,600 (the "Sales").

Item 4. Purpose of Transaction

As substantial owners of shares of Common Stock, the Reporting Persons may be able to control the Issuer's business and influence the corporate activities of the Issuer, including the transactions described in clauses (a) through (j) of this Item 4.

On May 13, 2024, Einodmil entered into a Transfer Agreement (the "Transfer Agreement") whereby Einodmil (i) received a transfer of 600,000 shares of Common Stock and (ii) may receive an additional transfer of up to 600,000 shares of Common Stock based on the terms and conditions described therein (the "Additional Transfer"). As of the date hereof, the Reporting Persons do not have beneficial ownership over any shares that may be received from the Additional Transfer, as the number of shares to be received, if any, is contingent on future events beyond the control of the Reporting Persons.

Except for the transfers pursuant to the Transfer Agreement described herein, the Reporting Persons do not at the present time have any plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board of directors;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's certificate of incorporation, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or
- (j) Any action similar to any of those enumerated above.

Depending on the factors discussed herein, the Reporting Persons may, from time to time, acquire additional shares of Common Stock and/or retain and/or sell all or a portion of the shares of Common Stock held by the Reporting Persons in the open market or in privately negotiated transactions, and/or may distribute shares of Common Stock to be acquired or held by the Reporting Persons to other entities. Any actions the Reporting Persons might undertake will be dependent upon the Reporting Person's review of numerous factors, including, among other things, the price levels of the Common Stock, general market and economic conditions, ongoing evaluation of the Issuer's business, financial condition, operations and prospects, the relative attractiveness of alternative business and investment opportunities, the Reporting Persons' need for liquidity, and other future developments.

Item 5. Interest in Securities of the Issuer

- (a) The information contained in rows 7, 8, 9, 10, 11 and 13 of the cover pages of this Schedule 13D and the information set forth in or incorporated by reference in Item 2 and Item 3 of the Schedule 13D is hereby incorporated by reference in its entirety into this Item 5.

As of the date hereof, Mr. Auerbach may be deemed to be the beneficial owner of an aggregate of 2,554,582 shares of Common Stock, all of which Mr. Auerbach has sole voting and dispositive power. The holdings of Mr. Auerbach represent an aggregate of approximately 11.9% of the Issuer's outstanding shares of Common Stock (based on 21,533,355 shares of Common Stock reported as outstanding as of December 31, 2024 in the Issuer's Registration Statement on Form S-1/A, filed with the Securities and Exchange Commission (the "SEC") on January 3, 2025).

As of the date hereof, Einodmil may be deemed to be the beneficial owner of an aggregate of 2,531,211 shares of Common Stock, all of which Einodmil has sole voting and dispositive power. The holdings of Einodmil represent an aggregate of approximately 11.8% of the Issuer's outstanding shares of Common Stock (based on 21,533,355 shares of Common Stock reported as outstanding as of December 31, 2024 in the Issuer's Registration Statement on Form S-1/A, filed with the SEC on January 3, 2025).

As of August 2, 2024, Mr. Auerbach may be deemed to be the beneficial owner of an aggregate of 2,571,302 shares of Common Stock, all of which Mr. Auerbach has sole voting and dispositive power. The holdings of Mr. Auerbach represent an aggregate of approximately 12.8% of the Issuer's outstanding shares of Common Stock (based on 20,049,655 shares of Common Stock reported as outstanding in the Issuer's Rule 424(b)(4) Prospectus, filed with the SEC on August 1, 2024).

As of August 2, 2024, Einodmil may be deemed to be the beneficial owner of an aggregate of 2,547,931 shares of Common Stock, all of which Einodmil has sole voting and dispositive power. The holdings of Einodmil represent an aggregate of approximately 12.7% of the Issuer's outstanding shares of Common Stock (based on 20,049,655 shares of Common Stock reported as outstanding in the Issuer's Rule 424(b)(4) Prospectus, filed with the SEC on August 1, 2024).

As of July 31, 2024, the Reporting Persons may be deemed to be the beneficial owners of an aggregate of 804,375 shares of Common Stock, all of which the Reporting Persons have sole voting and dispositive power. The holdings of the Reporting Persons represent an aggregate of approximately 12.6% of the Issuer's outstanding shares of Common Stock (based on 6,399,385 shares of Common Stock reported as outstanding in the Issuer's Rule 424(b)(4) Prospectus, filed with the SEC on August 1, 2024).

- (b) As of the date hereof, (i) Mr. Auerbach may be deemed to be the beneficial owner of an aggregate of 2,554,582 shares of Common Stock, all of which Mr. Auerbach has the sole voting and dispositive power, and (ii) Einodmil may be deemed to be the beneficial owner of an aggregate of 2,531,211 shares of Common Stock, all of which Einodmil has the sole voting and dispositive power.

As of August 2, 2024, (i) Mr. Auerbach may be deemed to be the beneficial owner of an aggregate of 2,571,302 shares of Common Stock, all of which Mr. Auerbach has the sole voting and dispositive power, and (ii) Einodmil may be deemed to be the beneficial owner of an aggregate of 2,547,931 shares of Common Stock, all of which Einodmil has the sole voting and dispositive power.

As of July 31, 2024, the Reporting Persons may be deemed to be the beneficial owners of an aggregate of 804,375 shares of Common Stock, all of which the Reporting Persons have sole voting and dispositive power.

- (c) Except for the Sales, there were no other transactions by the Reporting Persons in shares of Common Stock during the period commencing sixty (60) days prior to the date hereof.

There were no transactions by the Reporting Persons in shares of Common Stock during the period commencing sixty (60) days prior to August 2, 2024.

There were no transactions by the Reporting Persons in shares of Common Stock during the period commencing sixty (60) days prior to July 31, 2024.

- (d) None.

- (e) Not applicable.

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

Joint Filing Agreement: The Reporting Persons are parties to an agreement with respect to the joint filing of this Schedule 13D and any amendments hereto. A copy of such agreement is attached as Exhibit 1 to this Schedule 13D and is incorporated by reference herein.

Transfer Agreement: The disclosure set forth above in Item 4 regarding the Transfer Agreement is incorporated herein and is qualified by reference to the text thereof.

Item 7. Material to be Filed as Exhibits.

Joint Filing Agreement, dated as of January 17, 2025, signed by each of the Reporting Persons in order to confirm that this Schedule 13D (and any amendments hereto) are being filed on behalf of each of the Reporting Persons.

Transfer Agreement, dated as of May 13, 2024, by and between Einodmil and Paul Romness.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Shalom Auerbach

Signature: /s/ Shalom Auerbach
Name/Title: Shalom Auerbach
Date: 01/17/2025

Einodmil LLC

Signature: /s/ Shalom Auerbach
Name/Title: Shalom Auerbach/Principal
Date: 01/17/2025

**JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D, is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D, shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate.

Dated: January 17, 2025

By: /s/ Shalom Auerbach

Name: Shalom Auerbach

EINODMIL LLC

By: /s/ Shalom Auerbach

Name: Shalom Auerbach

Title: Principal

Transfer Agreement

This Transfer Agreement (the “**Agreement**”), effective as of May 13, 2024 (the “**Effective Date**”), is by and between Einodmil LLC, (“**Einodmil**”) and Paul Romness (“**Paul**”).

Background

WHEREAS, Einodmil entered into a “**Convertible Note Purchase Agreement**” with OS Therapies Incorporated, a Delaware corporation (the “**Company**”) dated March 10, 2023, and the related Unsecured Convertible Promissory Note, dated March 13, 2023 (together, the “**Note Agreements**”);

WHEREAS, the Company is in the process of conducting an IPO for certain of its stock and the Note Agreements grant certain rights of participation in such offering to Einodmil;

WHEREAS, Brookline Capital Markets, the “**Underwriter**” of the Company’s proposed IPO has requested that Einodmil enter into a “**Lock-up Agreement**” substantially in the form attached hereto as Exhibit A, under which Einodmil will agree to limit the exercise of such rights as specified therein; and

WHEREAS, Paul is the CEO and a significant shareholder of the Company and desires to induce Einodmil to enter into the Lock-up Agreement so the Company can proceed with the IPO to Paul’s and the Company’s benefit;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Lock-Up Agreement**. Einodmil hereby agrees to enter into the Lock-up Agreement with the Underwriter in exchange for, and conditional upon the receipt of, the Consideration (as defined below).

2. **Transfer of Consideration**. In exchange for Einodmil’s entering into the Lock-up Agreement, Paul agrees to make the following transfers (the “**Consideration**”) immediately upon execution of this Agreement:

(a) Paul will transfer 600,000 of the common shares of the Company that belong to Paul to Einodmil (in accordance with Einodmil’s direction as warranted).

(b) Paul will transfer 600,000 additional common shares of the Company that belong to Paul to an escrow account for the benefit of Einodmil in accordance with reasonable business practices for similar escrow arrangements. Paul agrees, and the escrow arrangement will provide, that the following amounts of the escrowed shares will be released to Einodmil based on the average VWAP of the 20 trading days following the expiration of the 6 month lockup period (the “**Post-Lockup Trading Price**”) immediately after the passage of such trading days:

If the Post-Lockup Trading price is:

- (i) \$4.00 or higher: 0 shares
- (ii) \$3.50-\$3.99: 75,000 shares
- (iii) \$3.00-\$3.49: 150,000 shares
- (iv) \$2.50-\$2.99: 225,000 shares
- (v) \$2.00-\$2.49: 300,000 shares
- (vi) \$1.50-\$1.99: 375,000 shares
- (vii) \$1.00-\$1.49: 450,000 shares
- (viii) \$0.50-\$0.99: 525,000 shares
- (ix) \$0.01-\$0.49: 600,000 shares

After such shares have been transferred to Einodmil, any remaining escrowed shares will be returned to Paul.

(c) Paul agrees to execute and deliver, at the reasonable request of Einodmil, such additional documents, instruments, conveyances and assurances and take such further actions as Einodmil may reasonably request to evidence or effect the transfer of the Consideration, carry out the provisions hereof, and give effect to the transactions contemplated by this Agreement.

3. **Representations & Warranties of the Parties**. Each of the parties represents, warrants and covenants that it has full power to enter into and effect this Agreement and to carry out its obligations hereunder. The execution of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action. This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms. Entering into this Agreement and performing its obligations herein will not constitute a default under any law or agreement or other instrument or conflict with any other restriction or obligation, to which it is a party or by which it is bound.

4. **Cancellation**. If for any reason Einodmil and Paul agree the IPO will not occur, and the Underwriters Agreement is cancelled, thus cancelling the Lock-up Agreement with the Underwriters, this agreement is null and void, and all original shares return to Paul immediately.

5. **Boilerplate**. The provisions of Section 8 – Miscellaneous of the Convertible Note Purchase Agreement are incorporated herein, *mutatis mutandis*, and shall govern this Agreement as well.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

/s/ Paul Romness

Paul Romness, as an individual

Einodmil LLC

By /s/ Shalom Auerbach
Shalom Auerbach, member

Exhibit A
Form of Lock-up Agreement
