

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AZZUR GROUP HOLDINGS LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10342 (KBO)

(Jointly Administered)

Related D.I.: 412

**ORDER APPROVING THE EDITAS SETTLEMENT AND THE
DEBTORS' ENTRY INTO AND PERFORMANCE UNDER THE
SETTLEMENT AGREEMENT BY AND AMONG AZZUR CLEANROOMS-ON-
DEMAND – DEVENS, LLC AND EDITAS MEDICINE, INC.**

Upon the motion (the “Motion”)² of Azzur Group Holdings LLC and its affiliated debtors (collectively, the “Debtors”) for entry of an order approving and authorizing the Settlement Agreement by and between Azzur Cleanrooms-On-Demand – Devens, LLC and Editas Medicine, Inc., attached hereto as **Exhibit 1**, all as more fully described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found and determined the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and this Court having reviewed the Motion and having heard the

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Azzur>. The Debtors’ headquarters and the mailing address for the Debtors is 330 South Warminster Road, Suite 341, Hatboro, PA 19040.

² Capitalized terms used but not defined in this Order shall have the meaning given to them in the Motion.

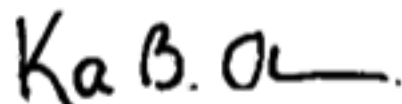
statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted in this Order; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth in this Order.
2. The Editas Settlement is APPROVED. The Debtors are authorized to enter into and perform under the Settlement Agreement, attached hereto as **Exhibit 1**.
3. Upon the Debtors’ receipt of the Settlement Payments, the Debtors are authorized to remit \$60,000 to Mr. Ravi Samaedam.
4. The Debtors are authorized to take any and all actions as may be necessary to complete, effectuate, and implement the terms and provisions of the Settlement Agreement.
5. The Debtors are hereby authorized to take all actions they deem necessary to effectuate the relief granted in this Order.
6. For the avoidance of doubt, nothing in this Order or the Settlement Agreement is intended to, or shall be construed as, affecting, enlarging, prejudicing, waiving, impairing, or otherwise modifying the rights of the Debtors or King 45 Jackson LLC, as landlord, under that certain nonresidential real property lease, dated as of March 24, 2022 (as may be amended, restated, supplemented, or otherwise modified from time to time), by and among the Landlord and the applicable Debtor for that certain leased premises located at 45 Jackson Road in Devens, Massachusetts.
7. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), the terms and provisions of this Order shall be immediately effective and enforceable upon its entry.

8. This Court shall retain jurisdiction over any and all matters arising from the interpretation or enforcement of this Order.

Dated: April 22nd, 2025
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Ka B. Owens", with a stylized flourish at the end.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into effective as of April 14, 2025, subject to approval by the Bankruptcy Court (defined below) and the other terms and conditions as set forth herein, by and among Azzur Cleanrooms-On-Demand – Devens, LLC (“Azzur COD Devens”), and Editas Medicine, Inc. (“Editas” and, together with Azzur COD Devens, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, Azzur COD Devens is a debtor in the jointly administered chapter 11 bankruptcy cases pending under Case No. 25-10342 (KBO) (the “Chapter 11 Cases” and together with each other debtor and debtor-in-possession, the “Debtors”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Azzur COD Devens, as licensor, and Editas, as licensee, are party to that certain *License and Services Agreement* dated as of June 8, 2023, pursuant to which the parties have entered into a number of Scopes of Work and similar agreements thereunder (together with all such Scopes of Work and similar agreements, the “License Agreement”);

WHEREAS, as contemplated by the Parties, Editas was given access to and occupied certain clean rooms at the premises described as 45 Jackson Road, Devens, MA, 01434 (the “Premises”), as more fully defined in the related Scope of Work P-10302, effective as of September 10, 2024, in exchange for a monthly License Fee (as defined in the License Agreement) to be paid to Azzur COD Devens;

WHEREAS, following execution of the License Agreement with Azzur COD Devens, Azzur COD Devens provided access to the Premises and certain support services and Editas occupied the Premises;

WHEREAS, on January 31, 2025, Editas sent a Notice of Termination of License and Services Agreement (the “Termination Notice”) to Azzur COD Devens terminating the License Agreement pursuant to section 11.02(d) of the License Agreement, with such termination to be effective as of July 31, 2026;

WHEREAS, Azzur COD Devens asserts that Editas owes it approximately \$8.1 million of License Fees and other payables through the end of July 31 2026;

WHEREAS, Editas disputes that it owes \$8.1 million in License Fees and other payables to Azzur COD Devens, and in any event, those License Fees and other payables are due monthly, and not in full at the time of the Termination Notice, and that it is entitled to an offset for high and potentially accelerated exit costs from the Premises;

WHEREAS, the Parties engaged in arms'-length, good faith negotiations regarding a mutually acceptable resolution of their disputes, including in respect of proposed termination of the License Agreement and related matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, and intending to be legally bound hereby, subject only to Bankruptcy Court approval and the occurrence of the Effective Date, the Parties agree as follows:

AGREEMENT

1. Within two business days following the entry of an order (the "Settlement Order"), which shall be in form and substance reasonably acceptable to each Party, by the Bankruptcy Court approving this Agreement ("Effective Date"), Editas shall pay or cause to be paid to Azzur COD Devens cash in an amount equal to \$3,700,000.00 (the "Settlement Payment"). Azzur COD Devens shall file an appropriate motion with the Bankruptcy Court seeking to implement the terms of this Agreement within one business day of the date hereof. In the event this Agreement is not approved by the Bankruptcy Court, this Agreement shall be null and void and the parties restored to their posture prior to entry into the Agreement.

2. Editas shall remove all personal property, vacate the Premises, and surrender the Premises to Azzur COD Devens promptly, but by no later than April 30, 2025. For every day beyond April 30, 2025, that Editas fails to comply with its performance obligations hereunder, it shall pay Azzur COD Devens cash in an amount equal to \$30,000 per day until May 15, 2025. Any property of Editas remaining in, on or about the Premises after May 15, 2025 shall be deemed to be property of Azzur COD Devens.

3. The License Agreement shall be deemed terminated without further liability as to Editas as of the Effective Date. Except for the obligations contained in this Agreement, the Azzur COD Devens Released Parties (as defined below) hereby release and forever discharge Editas and its predecessors, successors, assigns, and representatives as well as its present and former employees, officers, directors, members, firms, agents, and attorneys (collectively, the "Editas Released Parties") from and against any and all claims and causes of action, of any kind, nature, or type, whether known or unknown, liquidated or unliquidated, matured or unmatured, accruing prior to, on, or after the Petition Date, that they have or may have against the Editas Released Parties as of the date of this Agreement arising from or relating to the License Agreement, including, for the avoidance of doubt, all Scopes of Work and similar agreements thereunder.

4. Except for the obligations contained in this Agreement, the Editas Released Parties hereby release and forever discharge Azzur COD Devens and its affiliates (including the other Debtors), predecessors, successors, assigns, and representatives as well as their respective present and former employees, officers, directors, members, firms, agents, and attorneys (collectively, the "Azzur COD Devens Released Parties") from and against any and all claims and causes of action, of any kind, nature or type, whether known or unknown, liquidated or unliquidated, matured or

unmatured, that they have or may have against the Azzur COD Devens Released Parties as of the date of this Agreement arising from or relating to the License Agreement, including, for the avoidance of doubt, all Scopes of Work and similar agreements thereunder.

5. The Parties agree that the Bankruptcy Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Agreement.

6. This Agreement is for the sole benefit of the Parties hereto and their respective successor and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

7. This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto. No statement made or action taken in the negotiation of this Agreement may be used by any party for any purpose whatsoever. Each Party represents and warrants to the other Party that it has: (a) entered into this Agreement freely and voluntarily and with full knowledge of its significance; and (b) been represented by counsel of its own choice in the negotiations preceding the execution of and in connection with the preparation and execution of this Agreement. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall require any board of directors, board of managers, or such similar governing body of Azzur COD Devens and the Azzur COD Devens Released Parties to take any action or to refrain from taking any action that would be inconsistent with applicable law or its or their fiduciary obligations under applicable law. If and solely to the extent any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court shall modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby by consummated as originally contemplated to the greatest extent possible. Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

8. This Agreement shall not be binding or effective until this Agreement is executed and delivered by each Party and approved by the Bankruptcy Court. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The execution of this Agreement may be accomplished by electronically transmitted (email) or facsimile signatures, all of which shall be treated as originals. For the avoidance of doubt, this Agreement shall only be effective upon the entry of Settlement Order.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

AZZUR CLEANROOMS-ON-DEMAND – DEVENS, LLC

DocuSigned by:

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By: M. Benjamin Jones

Date: 4/14/2025 | 07:43 PDT

EDITAS MEDICINE, INC.

By: Amy Parison

Date:

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

AZZUR CLEANROOMS-ON-DEMAND – DEVENS, LLC

By: M. Benjamin Jones

Date:

EDITAS MEDICINE, INC.

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By: Amy Parison

Date: 13-Apr-2025 | 11:34:01 AM EDT