

**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

**Objection Deadline: April 30, 2025 at 4:00 p.m.
(ET)**

Hearing Date: May 13, 2025 @ 10:30 a.m. (ET)

**L.E.A.F. PHARMACEUTICAL LLC’S MOTION
FOR RELIEF FROM THE AUTOMATIC STAY**

L.E.A.F. Pharmaceuticals LLC (“Movant”) by and through its undersigned counsel, hereby moves this Court (the “Motion”), pursuant to Section 362(d) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Federal Rule of Bankruptcy Procedure 4001, and Local Rule 4001-1 for an order lifting the automatic stay imposed by Section 362(a) of the Bankruptcy Code in order to permit Movant to prosecute a breach of contract and tort action against debtor Azzur Group LLC (together with the above-captioned co-debtors, the “Debtors”), and to proceed to collect any award against the Debtors’ applicable insurance policies. In support of this Motion, Movant respectfully represents as follows:

JURISDICTION

1. This Court has jurisdiction of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this judicial district is proper under 28 U.S.C. §1408 and 1409.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
3. Pursuant to 28 U.S.C. § 1409, venue of this Motion is proper in this Court.

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.

4. The Movant consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Movant does not, however, consent to the adjudication of its claims by this Court nor does he concede that jurisdiction is proper as to such adjudication under 28 U.S.C. § 1334 or otherwise.

BACKGROUND

A. The Bankruptcy Cases

5. On March 2, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

6. The chapter 11 cases are procedurally consolidated and jointly administered in accordance with Bankruptcy Rule 1015(b).

7. On March 14, 2025, the United States Trustee for Region 3 (“U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Committee”) [D.I. 99]. As of the date hereof, no trustee or examiner has been appointed in these chapter 11 cases.

B. The State Court Action

8. On or about November 14, 2024, Movant commenced an action in the Court of Common Pleas of Montgomery County, Pennsylvania against Azzur Group LLC styled *L.E.A.F. Pharmaceuticals LLC v. Azzur Group LLC*, Civil Action No. 2024-26278 (the “State Court Action”). A true and correct copy of the complaint (the “Complaint”) in the State Court Action is attached hereto as **Exhibit A**.

9. By way of pertinent background, Movant is an early-stage pharmaceutical company that had developed and patented a cancer drug. Movant stored the active pharmaceutical ingredient for the drug (“API”) with Debtor. Thereafter, Debtor claimed it was unable to find the API and, later, Debtor claimed that it had mistakenly destroyed the API (as opposed to, for example, allowing it to be misappropriated). The loss of the API has caused substantial business losses to Movant. Moreover, the API is highly toxic. Federal law requires that if it was destroyed, the process of doing so must meet certain health and safety requirements and documentation of compliance must be maintained. Debtor has refused to provide evidence that the API was in fact destroyed and, if it was, evidence documenting that Debtor complied with federal law in so doing. In addition to being compensated for its damages, Movant wishes to ensure that it satisfies all reporting and regulatory responsibilities pertaining to the API.

10. Movant’s State Court Action asserts causes of action for (i) breach of contract; (ii) negligence; (iii) bailment; and (iv) gross negligence; and (v) conversion, all related to Azzur’s conduct with respect to the LEAF API (as described in the Complaint) and a master services agreement between the parties.

11. Movant seeks only monetary damages in the State Court Action. The amount of such damages will be determined through discovery proceedings in the State Court Action focusing on, *inter alia*, whether the API was in fact destroyed, whether it was misappropriated for unlawful use by third parties, and whether, if destroyed, Movant complied with legal requirements in so doing.

RELIEF REQUESTED

5. By this Motion, Movant seeks the entry of an order pursuant to § 362(d) of the Bankruptcy Code and 4001 of the Federal Rules of Bankruptcy Procedure, granting relief Case 24-11680-BLS Doc 401 Filed 10/02/24 Page 2 of 7 3 from the automatic stay so that he may

prosecute his claims to judgment in the State Court Action and satisfy any award or other resolution he may obtain against the Debtors' applicable insurance policies and any other responsible individual or entity.

12. Movant is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

13. The Bankruptcy Code provides:

(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

(1) for cause, including lack of adequate protection of an interest in property of such part in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if—

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization.

14. The term “cause” is not defined in the Code, but rather must be determined on a case-by-case basis. *In re Rexene Prods. Co.*, 141 B.R. 574, 576 (Bankr. D. Del. 1992) (internal citations and quotations omitted). “Cause is a flexible concept and courts often...examin[e] the totality of the circumstances to determine whether sufficient cause exists to lift the stay.” *In re SCO Group, Inc.*, 395 B.R. 852, 856 (Bankr. D. Del. 2007).

15. At a hearing for relief from automatic stay under Section 362(d), the party opposing stay relief bears the burden of proof on all issues with the exception of the debtors' equity in property. *See In re Domestic Fuel Corp.*, 70 B.R. 455, 462-463 (Bankr. S.D.N.Y. 1987); 11 U.S.C. §362(g). If a creditor seeking relief from the automatic say makes a prima facie case of “cause”

for lifting the stay, the burden of going forward shifts to the trustee pursuant to Bankruptcy Code Section 362(g). *See In re 234-6 West 22nd Street Corp.*, 214 B.R. 751, 756 (Bankr. S.D.N.Y. 1997).

16. Courts often follow the logic of the intent behind §362(d) which is that it is most often appropriate to allow litigation to proceed in a non-bankruptcy forum, if there is no prejudice to the estate, “in order to leave the parties to their chosen forum and to relieve the bankruptcy court from duties that may be handled elsewhere.” *In re Tribune Co.*, 418 B.R. 116, 126 (Bankr. D. Del. 2009) (quoting legislative history of §362(d)) (internal citations omitted).

17. Courts in this District rely upon a three-pronged balancing test in determining whether “cause” exists for granting relief from the automatic stay to continue litigation:

- (1) Whether prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit;
- (2) Whether the hardship to the non-bankrupt party by maintenance of the stay outweighs the debtor’s hardship; and
- (3) The creditor’s probability of success on the merits.

See In re Tribune Co., 418 B.R. at 126.

18. Here, the facts weigh in Movant’s favor on each of these three prongs.

19. First, the Debtors will not suffer prejudice should the stay be lifted because Movant’s claims must eventually be liquidated before he can recover from the bankruptcy estate. Furthermore, Movant will seek and is entitled to a jury trial in any action it commenced, and a jury trial is not available in this Court.

20. Upon information and belief, the Debtors' liability in this matter is covered by insurance.² As such, any recovery by Movant will not greatly impact the Debtors' estates. *See In re 15375 Memorial Corp.*, 382 B.R. 652, 687 (Bankr. D. Del. 2008), rev'd on other grounds, 400 B.R. 420 (D. Del. 2009) ("when a payment by an insurer cannot inure to the debtor's pecuniary interest, then that payment should neither enhance nor decrease the bankruptcy estate" (quoting *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993))); see also *In re Allied Digital Tech Corp.*, 306 B.R. 505, 510 (Bankr. D. Del. 2004) (ownership by a bankruptcy estate is not necessarily determinative of the ownership of the proceeds of that policy. "[W]hen the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate." *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993)).

21. Conversely, Movant will face substantial hardship if the stay is not lifted. Movant suffered substantial damages as a result of Azzur's conduct. Movant will be prejudiced by the continued delay resulting from the automatic stay due to the possibility of witnesses moving to unknown locations, witnesses who may pass away and the memory of events becoming less clear.

22. Further, Movant's claims are properly heard in Montgomery County, Pennsylvania, and in front of a jury. "[O]ne of the primary purposes in granting relief from the stay to permit claim liquidation is to conserve economic judicial resources." *In re Peterson*, 116 B.R. 247, 250 (D. Colo. 1990). Here, judicial economy would be served by lifting the automatic

² Previous to filing for bankruptcy the Debtor's corporate counsel advised Movant's counsel that Movant's claim was covered by insurance, and Debtor's corporate counsel requested an ongoing extension to answer the Complaint while matters respecting which of Movant's insurance carriers would defend the claim were resolved. Thereafter, counsel engaged by Debtor's insurance carrier entered its appearance and answered the Complaint. The Debtor has only recently indicated that there may be an issue with insurance coverage but, despite the fact that counsel engaged by Debtor's insurance carrier has already entered its appearance and answered defended the claim and despite Movant's requests, the Debtor has not provided any documentation to support its assertion.

stay and allowing Movant's claims to be liquidated in the forum where they are presently postured to be adjudicated quickly.

23. Neither the Debtors nor their estates will suffer any hardship if Movant's claims in are allowed to proceed in the appropriate state court in Pennsylvania. Movant's claims are breach of contract and tort claims which do not present any factual or legal issues which will impact or distract the Debtors from their liquidation or reorganization process.

24. Lastly, the likelihood of success on the merits prong is satisfied by "even a slight probability of success on the merits may be sufficient to support lifting an automatic stay." *In re Continental Airlines, Inc.*, 152 B.R. 420, 426 (D. Del. 1993). This prong also weighs in Movant's favor. The facts regarding Azzur Group LLC's conduct speaks for itself. No defenses, much less strong defenses, appear to exist here. "Only strong defenses to state court proceedings can prevent a bankruptcy court from granting relief from the stay in cases where...the decision-making process should be relegated to bodies other than [the bankruptcy] court." *In re Fonseca v. Philadelphia Housing Authority*, 110 B.R. 191, 196 (Bankr. E.D. Pa. 1990).

25. When weighing the above factors, the Court should lift the automatic stay, in order to permit Movant to prosecute his claims against the Debtors and any other responsible individual or entity to judgment and satisfy any award or other resolution they may obtain against the Debtors' applicable insurance policies and any other individuals or entities that are responsible for the injuries sustained.

WHEREFORE, for the forgoing reasons, Movant respectfully requests entry of an order, substantially in the form of the Proposed Order (1) lifting the automatic stay, (2) permitting the it to proceed with an action against the Debtors' insurance coverage in the appropriate state court, (3) permitting Movant to prosecute its claims against the Debtors and any responsible individual

or entity to judgment, and (4) granting such other and further relief as this Court deems just and proper.

Dated: April 16, 2025

Respectfully submitted,

ARMSTRONG TEASDALE LLP

/s/ Jonathan M. Stemerman

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Counsel to the Movant

Exhibit A

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

LEAF PHARMACEUTICALS LCC

vs.

AZZUR GROUP LLC

NO. 2024-26278

NOTICE TO DEFEND – CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

PRIF0034
R 10/11

LEAF PHARMACEUTICALS LCC

vs.

AZZUR GROUP LLC

NO. 2024-26278

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: MICHAEL G TRACHTMAN, Esq., ID: 19525

Self-Represented (Pro Se) Litigant

Class Action Suit

☐

Yes

☒

No

MDJ Appeal

☐

Yes

☒

No

Money Damages Requested

☒

Commencement of Action:

Complaint

Amount in Controversy:

More than \$50,000

Case Type and Code

Contract:

Other

Other:

CONTRACT, BAILMENT, CONVERSION, NEGLIGENCE,

WISLER PEARLSTINE LLP

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L.E.A.F PHARMACEUTICALS LLC
150 North Radnor Chester Road
Radnor, Pennsylvania, 19087 *Plaintiff,*

v.

AZZUR GROUP LLC
330 S. Warminster Rd, Suite 341
Hatboro, PA 19040

Defendant.

**COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY,
PENNSYLVANIA**

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT

1. Plaintiff is L.E.A.F Pharmaceuticals LLC, (“LEAF”) a limited liability company with offices and a principal place of business located at 150 North Radnor Chester Road, Radnor, Pennsylvania, 19087 (“LEAF”).

2. Defendant is Azzur Group LLC, a limited liability company with its registered offices and principal place of business located at 330 S. Warminster Rd, Suite 341, Hatboro, Montgomery County, Pennsylvania 19040 (“Azzur”)

The LEAF Drug

3. LEAF is the exclusive licensee of all development, manufacturing and commercialization rights for a patented cancer drug (the “Drug”). The Drug was developed by the founder and manager of LEAF, Clet Niyikiza Ph.D. (“Niyikiza”).

4. The Drug is built on the molecular backbone of another cancer drug, Alimta®, which Niyikiza helped to develop and patent on behalf of a major pharmaceutical company. Alimta's® patent expired in May 2022, and the Drug is designed to replace Alimta® in the pharmaceutical marketplace.

5. Preliminary tests have documented that the Drug is substantially more potent and less toxic than Alimta®, and that the Drug will treat more types of cancer than Alimta®.

6. There is already an established and time-tested market for the Drug. The Drug is the only cancer drug that utilizes a unique and highly effective antifolate methodology developed by Niyikiza to attack cancer tumors.

7. Previous to patent expiration, Alimta® generated approximately \$3 billion in annual revenues, totaling \$34 billion. Revenues for the Drug are expected to substantially exceed the annual and total revenues generated by Alimta® because of the Drug's increased efficacy, reduced toxicity and broader range of uses as compared to Alimta®.

8. Niyikiza has participated in preliminary meetings with the US FDA, which has expressed interest in expediting approval of the Drug because of the lengthy and successful track record of Alimta®, the superiority of the Drug as compared to Alimta®, and the need for the Drug to treat cancer patients.

Azzur Agrees to Store the Active Pharmaceutical Ingredient for the Drug

9. From 2019 to 2022, LEAF expended \$1.1 million to obtain the manufacture of the Drug's active pharmaceutical ingredient (the "LEAF API") pursuant to current Good Manufacturing Practices (cGMP) and regulatory guidance for human medicinal products. The LEAF API is the core ingredient required to manufacture the Drug for use in humans.

10. Azzur is in the business of, *inter alia*, storing the active pharmaceutical ingredients of various drugs on behalf of numerous pharmaceutical enterprises.

11. Azzur promised and represented to LEAF, intending LEAF to rely thereon, that Azzur had specialized expertise in the storage of active pharmaceutical ingredients, and that its policies, procedures and standards pertaining to the storage of active pharmaceutical ingredients were and at all times would remain fully compliant with all legal, regulatory, industry and other policies, procedures and standards.

12. In reliance on Azzur's promises and representations, LEAF engaged Azzur and Azzur agreed to store and protect the LEAF API in conformance with its purported expertise and all applicable legal, regulatory, industry and other policies, procedures and standards.

13. To implement the foregoing, effective June 18, 2018, LEAF and Azzur entered into a written Master Services Agreement further confirming and memorializing Azzur's promise, representation and agreement to store and protect the LEAF API in conformance with all applicable legal, regulatory, industry and other policies, procedures and standards. A true and correct copy of the Master Services Agreement is attached hereto as Exhibit "A" (the "Agreement").

14. As contemplated by the Agreement, LEAF and Azzur thereafter conferred and agreed on pricing terms and logistical arrangements pertaining to Azzur's storage and protection of the LEAF API.

15. Commencing on or about November 2020, pursuant to, in reliance on and as a result of the foregoing, LEAF arranged for the delivery of LEAF API to Azzur; Azzur accepted the LEAF API; Azzur agreed, promised and represented that it would store and protect the LEAF API as set forth above; Azzur invoiced LEAF on a monthly basis through April 2024; and LEAF

paid each Azzur invoice. A representative copy of Azzur's invoices and LEAF's payments is attached hereto as Exhibit "B".

Azzur Inexplicably Destroys or Loses the LEAF API

16. After the April 2024 invoice, Azzur stopped sending invoices to LEAF, without explanation. LEAF then repeatedly contacted Azzur to request an invoice, to determine why no invoice had been sent and to inquire respecting the status of the LEAF API.

17. For months thereafter, Azzur failed to respond to LEAF, and even when it later responded Azzur refused to provide LEAF with any substantive information pertaining to the status of the LEAF API.

18. Finally, on September 20, 2024, Azzur advised LEAF that in November 2023, Azzur had inexplicably destroyed the LEAF API without notice or warning to LEAF.

19. At that time and thereafter, Azzur admitted that it had no reason or authority to destroy the LEAF API, that Azzur had no explanation for the destruction of the LEAF API, that Azzur had made an egregious error by destroying the LEAF API, and that Azzur had terminated the employees responsible for the error.

20. LEAF requested that Azzur provide proof that the LEAF API was destroyed, as opposed to having been, for example, lost, stolen, sold to a potential competitor or illicitly utilized by Azzur or another person or entity. Azzur has failed and refused to provide such proof, or any substantive information pertaining to the status of the LEAF API.

21. Azzur's failure to account for and document the status of the LEAF API has left LEAF in a position where it cannot determine if the LEAF API was in fact destroyed, or whether it is now or will be in the possession of a competitor, a foreign actor, or other person or enterprise who may illicitly utilize the LEAF API.

22. Azzur's failure to store and protect the LEAF API is in violation of, *inter alia*, Azzur's promises, representations and agreement, the Agreement, and the legal, regulatory, industry and other procedures and standards pertaining to the storage and protection of the LEAF API.

LEAF's Damages

23. Azzur's conduct has caused LEAF to incur extensive damages, the full extent of which are not now known, including without limitation the damages detailed below.

24. It is estimated that the cost to manufacture replacement API will be at least \$1.5-\$2 million. LEAF's investigation of manufacturing alternatives and costs is ongoing.

25. Despite admitting that, inexplicably, Azzur no longer has the LEAF API and cannot provide it to LEAF, Azzur has refused to fund the cost of replacing the LEAF API.

26. LEAF estimates that it will take approximately two months from the time LEAF is ready to commence clinical trials to raise the funds required to pay for the manufacture of replacement LEAF API.

27. LEAF estimates that it will take approximately eight months thereafter to complete the LEAF API manufacturing process.

28. LEAF will have a limited time period -- through the expiration of the Drug's patent protection -- to sell the Drug and generate revenue.

29. Because of Azzur's conduct, LEAF estimates that it will lose at least ten months of revenue generation from the sale of the Drug. This lost ten months cannot be recovered or ameliorated because of the Drug's limited period of patent exclusivity.

30. This ten-month period of unrecoverable lost revenue generation might be minimized or avoided if Azzur had paid for the cost of replacing the LEAF API so that LEAF

could manufacture the Drug before it was ready to commence clinical trials, but Azzur has refused to accept this responsibility despite its admission that it destroyed or otherwise lost the LEAF API.

31. Even assuming that the Drug will generate no more revenue than was generated by Alimta® (despite the likelihood of increased sales as compared to Alimta®), based on the history of Alimta's® sales and profits, LEAF estimates that for each month of lost revenue generation LEAF will suffer at least \$18,750,000 in lost profits – that is, the ten months of lost revenue generation caused by Azzur will cause LEAF to lose at least \$187,500,000 in lost profits.

32. In the event that the API was not destroyed but was stolen, sold or otherwise illicitly utilized, LEAF's losses could be vastly increased. By way of example, the LEAF API that was stored with Azzur could be utilized to manufacture approximately \$375 million of illicit Drugs that could flood LEAF's market, and/or the LEAF API could be used by unqualified, negligent or reckless parties to manufacture inferior Drugs that would harm potential consumers and severely compromise LEAF's ability to market its Drug. LEAF's investigation is continuing in respect to the existence and extent of such damages.

33. LEAF is, in addition, entitled to a refund of all fees and charges paid to Azzur for the storage and protection of the LEAF API.

Breach of Contract

34. The foregoing averments are incorporated as if set forth in full herein.

35. Azzur failed to store and protect the LEAF API in conformance with applicable legal, regulatory, industry and other policies, procedures and standards, in conformance with its promises, representations and agreement, and in conformance with the written Agreement.

36. Azzur breached its agreement and the written Agreement.

37. Azzur's breaches of contract have caused and will continue to cause LEAF to suffer the damages described herein, and such other damages as may be discovered and incurred in the future.

WHEREFORE, Plaintiff requests judgment against Defendant in an amount in excess of \$50,000, plus interest and costs, and such other damages and relief as permitted by law.

Negligence

38. The foregoing averments are incorporated as if set forth in full herein.

39. In addition to its contractual duties to store and protect the LEAF API in conformance with applicable legal, regulatory, industry and other procedures and standards, Azzur had the fundamental duty imposed by law and societal standards to use reasonable care to ensure that the LEAF API that was entrusted to it would not be destroyed, lost, stolen or misused.

40. As a result of the foregoing, Azzur negligently violated the fundamental duty imposed by law and societal standards to use reasonable care to ensure that the LEAF API that was entrusted to it would not be destroyed, lost, stolen or misused.

41. Azzur's negligence has caused and will continue to cause LEAF to suffer the damages described herein, and such other damages as may be discovered and incurred in the future.

WHEREFORE, Plaintiff requests judgment against Defendant in an amount in excess of \$50,000, plus interest and costs, and such other damages and relief as permitted by law.

Bailment

42. The foregoing averments are incorporated as if set forth in full herein.

43. LEAF and Azzur entered into a bailment in which LEAF, the bailor, gave Azzur, the bailee, possession of the LEAF API for the purpose of storing and protecting the LEAF API under, *inter alia*, cGMP conditions.

44. In accordance with the bailment, Azzur was legally obligated to store and protect the LEAF API so that it could be returned to LEAF as and when requested.

45. Azzur failed to store and protect the LEAF API, and breached the terms of the bailment, without cause, justification or excuse.

46. Azzur's unlawful conduct has caused LEAF to suffer the damages described herein, and such other damages as may be discovered and incurred in the future.

WHEREFORE, Plaintiff requests judgment against Defendant in an amount in excess of \$50,000, plus interest and costs, and such other damages and relief as permitted by law.

Gross Negligence

47. The foregoing averments are incorporated as if set forth in full herein.

48. At all material times, Azzur knew that the destruction or loss of the LEAF API would cause substantial damages to LEAF.

49. At all material times Azzur knew that the failure to replace the API that Azzur destroyed or lost would cause substantial damages to LEAF.

50. At all material times, Azzur knew that if the LEAF API were allowed to come into the possession of unauthorized third parties, LEAF could suffer incalculable damages, innumerable potential users of a drug derived from the LEAF API could suffer serious harm, and those who need the Drug could be deprived of access to the Drug.

51. Despite knowing of the harm its conduct would and could cause, Azzur intentionally and/or recklessly failed to provide the most basic and elementary protections that would prevent the destruction, loss, theft or misuse of the LEAF API.

52. Despite knowing of the harm its conduct would and could cause, upon learning of the loss or destruction of the LEAF API Azzur intentionally and recklessly refused to fund the replacement of the LEAF API in the effort to avoid or minimize LEAF's losses.

53. Despite knowing of the harm its conduct would and could cause, Azzur failed to maintain and/or refused to provide information about the LEAF API so that LEAF could attempt to minimize its damages and the potential harm that may be caused to others.

54. Azzur's conduct, despite its knowledge of the harm its conduct would and could cause, was and continues to be grossly negligent, reckless and outrageous, and constitutes an unconscionable and malicious disregard of fundamental and basic standards of care, the harm that has been and will be suffered by LEAF, and the potential harm to others.

55. Azzur's unlawful conduct has caused LEAF to suffer the damages described herein, and such other damages as may be discovered and incurred in the future.

56. Azzur's conduct furthermore justifies an award of punitive damages.

WHEREFORE, Plaintiff requests judgment against Defendant for compensatory damages in an amount in excess of \$50,000, punitive damages, plus interest and costs, and such other damages and relief as permitted by law.

Conversion

57. The foregoing averments are incorporated as if set forth in full herein.

58. At all material times, LEAF had the right to possess the LEAF API.

59. Through its reckless and intentional conduct as described above, Azzur has wrongfully deprived LEAF of its right to possess the LEAF API.

60. Azzur's unlawful conduct has caused LEAF to suffer the damages described herein, and such other damages as may be discovered and incurred in the future.

61. Azzur's conduct furthermore justifies an award of punitive damages.

WHEREFORE, Plaintiff requests judgment against Defendant for compensatory damages in an amount in excess of \$50,000, punitive damages, plus interest and costs, and such other damages and relief as permitted by law.

WISLER PEARLSTINE LLP

Date: November 15, 2024

By: /s/ Michael G. Trachtman
Michael G. Trachtman (19525)
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bandersen@wispearl.com
Counsel for Plaintiff

VERIFICATION

I, Clet Niyikiza, hereby state that I am the managing member of the above-captioned Plaintiff, L.E.A.F. Pharmaceuticals, LLC, and that I am authorized to make this verification on behalf of Plaintiff, that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief, and that this verification is being made subject to 18 PA. C.S. § 4904, relating to unsworn falsification to authorities.

Date: Nov. 14, 2024

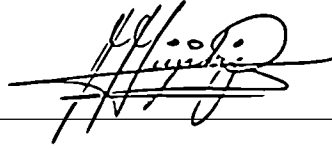
By:  _____

EXHIBIT “A”

MASTER SERVICES AGREEMENT

BETWEEN

L.E.A.F. PHARMACEUTICALS LLC.

AND

AZZUR GROUP LLC

18Jun2018

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**MASTER SERVICES AGREEMENT
BETWEEN
L.E.A.F. PHARMACEUTICALS
REPRESENTED BY L.E.A.F. THERAPEUTICS LLC.
AND
Azzur Group LLC.**

This Master Services MSA (this "MSA") is made by and between L.E.A.F. Pharmaceuticals LLC ("LEAF" or "Company"), a Delaware limited liability company, and Azzur Group DBA Azzur of New England LLC. (collectively "Vendor," "Developer," "Service Provider" or "Supplier"), effective 18Jun2018 (the "Effective Date").

WHEREAS, LEAF is engaged in the business of developing, manufacturing, distributing, and/or selling pharmaceutical products, biotechnological products, and/or medical devices ("Products");

WHEREAS, LEAF is engaged in the business of discovering, developing, manufacturing, distributing, and/or selling pharmaceutical products, and providing regulatory, clinical and business consulting, regulatory and clinical research services, data management, and related services to the pharmaceutical and biotechnology industries;

WHEREAS, the Service Provider and LEAF desire to agree on terms which will be applied to govern the Service Provider's provision of services for LEAF in connection with support of the development of Products (the "Services"); and

WHEREAS, both parties desire to comply with the terms and conditions hereinafter provided in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which hereby are mutually acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. WORK ORDERS.

1.1 Scope of Services/Work Orders. LEAF hereby agrees to retain the Service Provider to perform Services as will be described in detail in subsequently negotiated work orders (each a "Work Order") as an individual project (a "Project"). Each Work Order is hereby incorporated by reference, subject to mutually agreeable amendments and/or change orders (as described below in Section 1.4).

1.2 MSA/Work Order Conflict. To the extent that terms or provisions of a Work Order conflict with the terms and provisions of this MSA, the terms of and provisions of the MSA shall control as to legal and business matters, and the applicable Work Order shall control as the technical and scientific matters unless expressly stated otherwise in the applicable Work Order.

1.3 Professional Standards. Each party shall make reasonable efforts to progress any and all Projects in a timely manner using high professional standards consistent with good clinical practice and adherence to applicable laws and regulations.

The major Project milestones and target dates will be described in the applicable Work Order. Subject to mutually agreeable amendment(s), both parties shall agree that the Work Order shall be a reasonable schedule for the Services to be performed, and each party will put forth reasonable efforts to comply with the timelines.

1.4 Change Orders. During the course of performance, the parties may desire a change in scope of the anticipated effort. Requests for changes in Services and applicable modifications in compensation must be reflected in writing by agreement via a Change Order and expressly approved by an authorized individual on behalf of each party. Notwithstanding the above, an exception will apply if a requested modification involves the safety of a human subject or the integrity of the study data, in which case the Service Provider should act on the requested change, and when practicable, give notice promptly upon notification to LEAF by telephone or similar means.

Change Orders may be approved and forwarded via hand-delivery, electronic mail (if a positive reply is received), or overnight courier. Change Orders will be considered and a response will be affirmatively given to the Service Provider within fifteen (15) calendar days of LEAF's receipt of same.

1.5 Certificates of Insurance. The Service Provider may obtain insurance applicable to certain Services or Projects (such need for insurance being set forth in the Work Order applicable to such Services or Projects). Upon request, each party shall provide the other with a copy of its effective Certificate of Insurance or such other documented evidence offering that it has adequate coverage consistent with industry standards.

2. TRANSFER OF OBLIGATIONS/RESPONSIBILITIES.

As part of the Services to be provided in connection with this MSA, and as shall be specifically described in a relevant Work Order or its accompanying attachments, LEAF may transfer to the Service Provider certain LEAF responsibilities as allowed by appropriate regulation. Any such regulatory responsibilities not specifically transferred to the Service Provider shall remain the regulatory responsibility of LEAF. Under no circumstances shall either party be required to accept responsibilities and conduct itself contrary to good clinical practices and applicable laws and regulations.

3. STAFFING AND ASSIGNMENTS.

3.1 Employees and Contractors. The Service Provider shall use its employees, consultants, independent contractors and subcontractors who are adequately trained, qualified, or experienced to perform the Services assigned to them. The Service Provider shall be responsible for monitoring the performance of all of such employees, consultants, independent contractors and subcontractors who are reasonably engaged in the performance of Services. The Service Provider

shall not be responsible for the performance of independent contractors that are mandated by LEAF to be engaged in the Project.

3.2 Qualifications. The Service Provider hereby represents that it has not been debarred and has not been convicted of a crime which could lead to debarment under the Generic Drug Enforcement Act of 1992. The Service Provider hereby represents that to the best of its knowledge it has not utilized, and will use its reasonable efforts not to utilize, the services of any individual or legal entity in the performance of services under this MSA that has been convicted of a crime which could lead to debarment. In the event that the Service Provider becomes aware that any of its officers, directors or employees has become debarred, then the Service Provider shall notify LEAF promptly.

3.3 Equal Employment Laws. Both parties certify that, to the extent legally required, it complies with all equal employment opportunity and non-discrimination in employment laws, and all rules and regulations promulgated pursuant to or in connection with any laws.

3.4 Independent Contractor: Service Provider's relationship with Company is that of an independent contractor. Accordingly, Company will not make any withholding for tax purposes from any payments to Service Provider. Each party is responsible for its own federal, state, and local taxes of any kind and nature whatsoever. Nothing in this Agreement creates a joint venture, partnership, or an agency, partnership, or employer/employee relationship between Service Provider and Company. Consequently, Service Provider does not have the authority to act for or bind Company. Service Provider will not make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship between or among the parties.

4. COMPENSATION, PAYMENT AND EXPENSES.

4.1 Compensation. In exchange for valuable consideration with regard to the Service Provider's performance of the Services hereunder, LEAF shall pay the Service Provider in accordance with each applicable Work Order when invoiced by the Service Provider with such invoicing occurring no more than monthly. Invoices will include substantiating internal documentation to LEAF as appropriate and as requested.

4.2 Payment. LEAF shall render all payments due and payable to the Service Provider within thirty (30) days of the invoice date. If any portion of an invoice is disputed, then LEAF shall timely pay the undisputed amounts, and the parties shall use good faith efforts to reconcile the disputed amounts as soon as practicable. LEAF shall pay the Service Provider interest in an amount equal to one percent (1%) (or such maximum lesser amount allowed by applicable law) per month with regard to all disputed amounts past due and payable that are ultimately determined (by negotiation, judicially or otherwise) to have been due.

4.3 Expenses. In the event a Project requires third party costs that are the responsibility of LEAF but that will be paid by the Service Provider, such as travel costs associated with reasonable transportation, lodging, and meals in connection with LEAF-approved conference(s)/ meeting attendance ("Pass-through Costs"), LEAF shall advance the Service Provider such costs prior to the Service Provider being obligate to pay such third party costs. Pass-through Costs will

be advanced or reimbursed by LEAF, as the case may be, without markup by the Service Provider.

If stated in the relevant Work Order, LEAF shall reimburse the Service Provider for all costs and expenses required to ensure patient safety, continuity of treatment and compliance with applicable laws and regulations, to the extent that such costs are actual, reasonable and verifiable. Such costs shall include, but are not limited to, reasonable and customary costs incurred associated with the diagnosis of an adverse reaction, adverse event or personal injury involving the Project drug or a protocol procedure administered in accordance with the applicable protocol.

The Service Provider is also expected to and agrees to manage each estimated budget for such expenses. In the event that a change in a Project requires modification to the Service Provider's Services or is placed on hold as described in Section 5.4 below, then the parties agree to negotiate, in a timely manner and in good faith, an amendment which reflects such changes.

If stated in the relevant Work Order, Investigator grant fees and other approved institutional fees, if applicable and including payments for screening failures and non-complete subjects, will be billed to LEAF at mutually agreed upon amounts for the requisite Project. Said fees shall be paid in advance of the Service Provider's expectation to pay the investigator's institution. If requested by LEAF, the Service Provider will negotiate the investigator grants, Clinical Project agreement terms and/or any relevant vendor agreements on behalf of LEAF; provided, however, that the Service Provider shall not be a party to such agreement unless otherwise agreed in writing by the parties.

4.4 Currency. Unless otherwise agreed in the applicable Work Order, LEAF shall make all payments to the Service Provider in U.S. dollars or the currency of the country of incorporation of the Service Provider as mutually agreed by the parties, and accordingly the Service Provider shall invoice LEAF for all fees, expenses, and costs in the mutually agreed to currency. If costs are incurred in a currency differing from the agreed to currency, then the Service Provider shall invoice LEAF using the exchange rate published in oanda.com at the spot rate on the day of invoice by the Service Provider.

5. TERMINATION, INTERRUPTION, OR DELAY.

5.1 General Term. This MSA shall commence as of the Effective Date herein or the start date of any work order, whichever is earlier, and shall continue until the purpose of the last Project has been achieved and associated financial compensation has been paid to the Service Provider, or terminated as provided below. Any requisite attachments and amendments in existence as of the date of termination of this MSA shall continue in full force and effect unless specifically terminated in accordance with the terms herein, or as otherwise mutually agreed in writing by the parties.

Notwithstanding termination of this MSA, if the parties mutually agree in a separate writing, the terms and conditions of any Work Order made effective during the term of this MSA may remain valid and in full force; provided, however that the parties agree that the Work Order in free-standing form adequately describes the intent of mutual exchange between the parties.

5.2 Termination.

- 5.2.1 For Reason. Either party shall be entitled to terminate this MSA or any Work Order after prior consultation with the other party if there are valid regulatory (including, without limitation, adverse FDA notices), scientific or ethical reasons not known before effectuation of this MSA or Work Order for discontinuation of the Services or as a result of patient safety concerns, data integrity compromise, and/or reasonable belief that good clinical practice or applicable laws or regulations will be materially violated.
- 5.2.2 Without Cause. In the event LEAF terminates the agreement without cause prior to the Project's completion, LEAF will do so by delivering at least a thirty (30) days written notice to the Service Provider. In such an event LEAF will pay to the Service Provider any actual costs resulting from commitments, which cannot be cancelled, entered into by the Service Provider with respect to the Services at the time of notice of termination provided, however, that the Service Provider has used its best efforts to minimize such costs. In the event of such termination, LEAF further agrees to pay a cancellation fee equal to the greater of 5% of the remaining budget for committed resources and the compensation that would have been paid for committed resources in the two months following termination.
- 5.2.3 For Material Breach. Notwithstanding the above, either party may, after written notice of material breach and request to cure and failure or inability to remedy within thirty (30) days of such notice terminate this MSA or any subsequent Work Order by written notice, with breach being defined as a failure to comply with any substantial provision of the MSA or Work Order. Any costs whatsoever including cancellation fee shall not be paid if LEAF has terminated the MSA or Work Order because of the Service Provider's breach of material obligation under this MSA. Further, the Service Provider shall promptly return any unused Project Drug and transfer or have transferred any/all information/data/results and any/all rights and title to inventions/know-how generated under/derived from the Services until the date of termination of the MSA or Work Order to LEAF.
- 5.2.4 Early Termination. Upon receipt of notice of termination, the Service Provider shall use reasonable efforts to avoid incurring additional costs and expenses on the project during the closeout or winding down period.

In the event of early termination, the Service Provider shall use reasonable efforts to avoid incurring additional costs and expenses on the project during the closeout or winding down period, and the Service Provider shall either apply excess payment as a credit against other amounts due and payable or promptly refund such excess if there are no outstanding payments owed the Service Provider. LEAF shall pay the Service Provider any additional amounts owed, but not yet paid, for Services performed or expenses incurred up to the effective date of termination. Services performed during any winding down period will be invoiced and paid on cost basis. In the event that the Service Provider's services are terminated before a particular payment milestone has been met,

the amount of the fees and payments due and payable to the Service Provider shall be appropriately prorated.

5.3 Further Obligations. If the Service Provider's services provided under this MSA are terminated by either party for any reason, the Service Provider shall provide LEAF with applicable requested information and documentation developed by the Service Provider during the course of a Project, including data, data analysis, and other relative materials furnished to the Service Provider by LEAF within ninety (90) days following the effective date of termination. The Service Provider shall also coordinate the prompt return of Project drug and drug supplies to LEAF. The Service Provider shall retain or cause to be retained relevant documentation in compliance with the applicable regulations, and accordingly LEAF shall be obliged to notify the Service Provider with regard to appropriate destruction or return of such documentation.

5.4 Interruption or Delay. In the event that any Project is placed on hold for a period of thirty (30) days or more, the Service Provider and the LEAF will negotiate an agreed upon fee to compensate the Service Provider for Project obligations incurred.

6. CLAIMS.

6.1 Notice. Both LEAF and Service Provider shall promptly provide each other with written notice of any claim or cause of legal action in connection with a Project known to be served upon it within fifteen (15) calendar days of receipt of such claim or cause of action. Both parties agree to cooperate with each other in the defense of any such claim, and shall not settle any such claim without first providing written notice to the other party.

7. CONFIDENTIALITY.

7.1 Confidential Information Definition. The term "Confidential Information" shall mean all information in the broadest sense communicated by either LEAF or the Service Provider, including either party's employees, consultants, agents, affiliates, Investigators, and independent contractors, as the Disclosing Party that relates to past, present or future research, development, processes, Protocol(s), financial statements, personnel information, pricing and business activities of each party and its respective systems, procedures, algorithms, and data of which the Receiving Party may construct or acquire information, access, or possession by reason enforcing this MSA.

7.2 Obligations. Either Party may become the recipient of Confidential Information of the other. The Receiving Party shall treat the Disclosing Party's Confidential Information as confidential and proprietary and shall protect it with the same level of prudence and care as it would protect its own proprietary or confidential information. The Receiving Party shall not disclose the Confidential Information to those of its employees, consultants, agents, affiliates, Investigators, and independent contractors except to the extent that they reasonably need to know the disclosed information to carry out the purpose of this MSA.

7.3 Exceptions. Confidential Information shall not include, and these confidentiality obligations shall not operate as a restriction on each party's right to use, disclose, or otherwise deal with information which:

- 7.3.1 was in the Receiving Party's possession prior to the time it was acquired from the Disclosing Party and which was not directly or indirectly acquired from the Disclosing Party;
- 7.3.2 is or lawfully becomes generally available to the public through no fault of Receiving Party;
- 7.3.3 is lawfully and independently made available to the Receiving Party by a third party;
- 7.3.4 is released by mutual agreement from a confidential status;
- 7.3.5 is required to be disclosed by court order or operation of law; provided, however, that the Disclosing Party is notified immediately in order to contest such disclosure, and the Receiving Party takes reasonable steps to assist in contesting such request; or
- 7.3.6 which is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information as evidenced by the Receiving Party's written records.

7.4 Duration. Obligations under this Section 7 shall survive for a period of ten (10) years after the termination of this MSA.

8. PROPRIETARY RIGHTS/LICENSURE.

8.1 Ownership/Intellectual Property. All materials, documents, information, programs and suggestions provided to the Service Provider by LEAF or on behalf of LEAF in connection with any Project shall be the exclusive property of LEAF. All Project information contained in any computer databases generated by the Service Provider in connection with the performance of the Service Provider's services outlined in this MSA or resulting from the performance of any Work Order (the "Data") shall be the property of LEAF. Any copyrightable work created by the Service Provider in direct connection with the performance of the Service Provider's services as outlined in this MSA and/or any Work Order and contained in the Data shall be considered work made for hire, whether published or unpublished, and all rights therein shall be the property of LEAF as author and owner of copyright in such particular work. Moreover, all work product templates, inventions, processes, know-how, improvements, trade-secrets, other intellectual property and assets, including, but not limited to methods, procedures and techniques, manuals, personnel information, financial data, technical expertise and software, which have been developed by the Service Provider under this MSA and/or any Work Order are the sole property of LEAF. In the event that intellectual property of the Service Provider is used in the provision of the Services, then the Service Provider shall grant, and hereby does grant, LEAF a non-exclusive, royalty free license to use such Service Provider Intellectual Property for the purpose of allowing LEAF to enjoy the benefits of the Services for any Project.

8.1.1 Rights of Title.

(A) The Service Provider shall promptly disclose to LEAF, whether patentable or not, any and all inventions, ideas, concepts, improvements, discoveries, methods, techniques, tools, formulas, developments, enhancements, modifications, databases, processes, software,

suggestions, approaches, and works created, made, conceived, invented, developed, discovered or reduced to practice by or under the direction of the Service Provider or any of the Service Provider's employees, whether individually or jointly with others, in the performance of the Service Provider's obligations under this Agreement or that relate to the business of LEAF or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by LEAF or which may be used in relation therewith, or that result from tasks assigned to the Service Provider by LEAF or result from the use of premises, equipment, supplies, facilities or Confidential Information (as defined in Section 9) owned, leased, contracted for, or provided by LEAF (all of which are collectively referred to in this Agreement as "Developments").

(B) The Service Provider agrees to assign and does hereby assign and transfer to LEAF, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, any and all right, title, and interest in and to any and all Developments, including any and all intellectual property rights pertaining thereto. The Service Provider agrees that it will not receive any license or right to use any Development or related intellectual property right without the express written consent of or grant by LEAF. The Service Provider hereby also waives all claims to moral rights in any Developments. The Service Provider shall retain no property rights in the Developments whatsoever. At LEAF's request, the Service Provider shall execute such documents and take such other actions as LEAF deems necessary or appropriate to obtain, record or enforce, in LEAF's name, any patents, copyrights or assignments thereof relating to any Development. The Service Provider agrees to cooperate fully with LEAF, both during and after the term of this Agreement, with respect to the procurement, maintenance and enforcement of all copyrights, trademarks, patents, and other intellectual property rights (both in the United States and foreign countries) relating to any Development. The Service Provider shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which LEAF may deem necessary or desirable in order to protect its rights and interests in any Development. The Service Provider further agrees that if LEAF is unable, after reasonable effort, to secure the signature of the Service Provider on any such papers, any executive officer of LEAF shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Service Provider, and the Service Provider hereby irrevocably designates and appoints each executive officer of LEAF as the Service Provider's agent and attorney-in-fact to execute any such papers on the Service Provider's employee's behalf, and to take any and all actions as LEAF may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence. The Service Provider understands that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee or other service provider agreement to assign certain classes of inventions made by an employee or other service provider, this paragraph 8.1.1 (B) will be interpreted not to apply to any invention which a court rules or LEAF agrees falls within such classes.

(C) The Service Provider further agrees to assign and does hereby assign and transfer to LEAF, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, any and all of its employees (including, but not limited to employees, contract employees, agents, affiliates, consultants, advisors and Third Parties engaged by the Service

Provider) rights, titles, and interests in and to any and all Developments, including any and all intellectual property rights pertaining thereto. To the extent that the Service Provider does not already require its employees to assign and transfer to LEAF all of their rights, titles, and interests, including all related intellectual property rights, in and to any and all Developments, the Service Provider shall secure, from any employee performing any work in connection with this Agreement, prior to the employee performing any work in connection with this Agreement, the assignment and transfer to LEAF of any and all right, title, and interest in and to any and all Developments. In addition, the Service Provider shall secure, from any employee who performs work in connection with this Agreement, agreement that the employee (1) will not receive any license or right to use any Development or related intellectual property right; (2) waives all claims to moral rights in any Developments; (3) shall retain no property rights in the Developments whatsoever; (4) will not license, sell or otherwise dispose of, or grant any rights in, any Development, to any third party unless otherwise agreed in writing by LEAF; (5) shall, at LEAF's request, execute such documents and take such other actions as LEAF deems necessary or appropriate to obtain, record or enforce, in LEAF's name, any patents, copyrights or assignments thereof relating to any Development; (6) will cooperate fully with LEAF, both during and after the term of this Agreement, with respect to the procurement, maintenance and enforcement of all copyrights, trademarks, patents, and other intellectual property rights (both in the United States and foreign countries) relating to any Development; (7) shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which LEAF may deem necessary or desirable in order to protect its rights and interests in any Development; (8) agrees that if LEAF is unable, after reasonable effort, to secure the signature of the employee on any such papers, any executive officer of LEAF shall be entitled to execute any such papers as the agent and the attorney-in-fact of employee, and that the employee irrevocably designates and appoints each executive officer of LEAF as the employee's agent and attorney-in-fact to execute any such papers on the employee's behalf, and to take any and all actions as LEAF may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence; and (9) understands that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee or other service provider agreement to assign certain classes of inventions made by an employee or other service provider, this paragraph will be interpreted not to apply to any invention which a court rules or LEAF agrees falls within such classes.

(D) The Service Provider hereby agrees not to license, sell or otherwise dispose of, or grant any rights in, any Development, to any third party unless otherwise agreed in writing by LEAF.

8.2 Publication. LEAF shall be free to publish or utilize data from each Project for promotion or other purposes. At LEAF's own expense, LEAF may request collaboration from the Service Provider or its contractors to assist with preparation of the manuscript. LEAF will consider publication requests initiated by Project-related Institutions, and LEAF will not unreasonably withhold or delay expressing its position with regard to same. The Service Provider may not make any publication or disclosure related to this MSA, any Work Order, or any Project without the prior approval of LEAF given in LEAF's sole discretion.

8.3 Licensure. LEAF certifies that all relevant required licenses shall at all times during the course of this MSA be in full force and effect. In accordance with the requisite licensing agreement and validation requirements, LEAF agrees to provide evidence of such licensure to the Service Provider and/or permits the Service Provider to seek validation from the licensor.

8.4 Software Rights. The Service Provider may facilitate the distribution of software and associated software documentation in accordance with this MSA. The Service Provider may accordingly grant LEAF a non-exclusive right to use, store, disseminate such software and associated program documentation for the sole purpose of conducting a clinical trial in which the Service Provider is providing relevant Services.

9. RIGHT TO AUDIT

The Service Provider will permit LEAF-designated representatives to examine, at a reasonable time and during normal business hours, raw Project data, financials and other relevant information, which LEAF may reasonably require in order to confirm that the Project is being conducted in conformance with the Protocol and in compliance with applicable laws and regulations. Such audit shall be limited to one audit per twelve-month period at no-cost to LEAF except that LEAF shall bear its own costs. Additional audits shall be at LEAF's expense. LEAF will provide the Service Provider with a minimum of thirty (30) business days advance notice of its intention to conduct such audit in order for the Service Provider to facilitate the availability of appropriate staff. The Service Provider will notify LEAF as soon as practical if any regulatory authority requests an inspection or commences an unscheduled inspection.

Notwithstanding the above, the Service Provider reserves the right to conduct its own internal and external audits and generate reports as a result of such audits. Any such reports or documentation shall be deemed the Service Provider's work product that is confidential and proprietary information.

10. DISCLAIMER

10.1 No Guarantee. LEAF acknowledges that the results of the Services to be provided as outlined herein are inherently uncertain and that, accordingly, there can be no assurance, representation or warranty by the Service Provider that the Project product will be successfully marketed by LEAF.

10.2 No Warranty. LEAF acknowledges that the terms of this MSA exclude all implied warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10.3 No Guarantee. LEAF acknowledges that the Services to be provided by the Service Provider as outlined herein are based upon information supplied by the Service Provider and LEAF, as well as others, and that the Service Provider does not guarantee or warrant the results of such Services to any specifications, functions or other standards.

11. NOTICES AND PAYMENTS.

This MSA, including any exhibits, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All formal or legal notices, requests, demands or other communications hereunder, other than communications reasonably deemed to be day-to-day within the duties of project management shall be in writing and shall be deemed given if personally delivered or disseminated by nationally recognized courier or certified mail within five (5) days after prior mailing to the address set forth below or by scan of the document sent by email if there is then a reply acknowledgement email from the other party of receipt of the scanned document:

If to: LEAF

L.E.A.F. Pharmaceuticals LLC
c/o Dr. Clet Niyikiza
1000 W. Valley Road
P.O. Box 505
Southeastern, PA 19399
USA
Tel: (484) 342-0440
Fax: (434) 220-0722

For email: cniyikiza@leafpharmaceuticals.com

If to: the Service Provider
Mailing Address:

Azzur Group LLC
330 S Warminster Rd, Suite 341
Hatboro, PA 19040
Email - ar@azzur.com

Remit to Address:
Azzur Group LLC
PO BOX 940
Southampton, PA 18966

Wire Transfer (ACH) details:
Univest Bank Account # 11048500
Routing Number – 031913438

12. FORCE MAJEURE.

The performance of this MSA by either party, in part or in full, is subject to events or occurrences beyond its control such as, but not limited to, the following: acts of God, war, threat of war, government retaliation against foreign enemies, government regulation or advisory,

disasters, fire, earthquakes, accidents or other casualty, strikes or threats of strikes (exception: neither party may terminate or suspend this MSA for strikes, labor disputes, or work stoppages involving its respective employees or agents), civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, or curtailment of transportation services making it illegal or impossible to perform its obligations under this MSA.

Either party may terminate, suspend, or partially perform its obligations under this MSA, without liability or further obligation, by written notice to the other party if such obligations are delayed, prevented, or frustrated by any of the above events, or similar events or occurrences, to the extent such events or occurrences are beyond the reasonable control of the party whose reasonable performance is prevented, made impracticable, or partially curtailed; provided, however, that LEAF must perform its obligations to pay for all of Service Provider's uncancelable expenses incurred as a result the above events or similar intervening causes. LEAF also agrees to pay all reasonable expenses incurred in connection with LEAF-directed meetings whereby any of the above actions or threats of actions prevent the attendees from attending or delay the departure of attendees from a designated meeting facility. Unless otherwise agreed by the parties, any deadline or time for performance which falls due during or subsequent to such Force Majeure event shall be automatically extended for a minimum period of time equal to the period of disability.

13. GENERAL PROVISIONS

13.1 Relationship. The Service Provider shall perform its duties as an independent contractor and not as an agent or employee of LEAF. Nothing in this MSA is intended nor shall be deemed to create a partnership, agency, franchise or joint venture relationship between the parties. Neither party shall incur any debts nor make any commitments for the other except to the extent, if at all, specifically provided herein.

13.2 Binding MSA. This MSA shall be binding upon the parties hereto and shall inure to the benefits of the parties hereto. No modification of this MSA shall be deemed effective unless in writing signed by each of the parties hereto, and any waiver granted shall not be deemed effective unless in writing, executed by the party against whom enforcement of the waiver is sought.

13.3 Data Protection. Each party represents procedures compatible with the relevant directives, data protection laws and regulations will be employed so that processing and transfer of relative personal data and identifiers, relating to all data subjects or protected information will not be impeded.

13.4 Entire MSA. The making, execution, and delivery of this MSA by LEAF and the Service Provider have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This MSA, in conjunction with its attachments, embodies the entire and integrated understanding between the parties hereto and supersedes all prior agreements or understandings, negotiations, or representations either written or oral, regarding its subject matter except that a separate confidentiality agreement entered into among the parties shall remain in full force and effect and incorporated hereto by reference. If any part, term, or provision of this MSA shall be held illegal, unenforceable, or in conflict with any agreement, applicable law or

regulation having jurisdiction over this MSA, the validity of the remaining portions shall not be affected thereby.

13.5 Governing Law and Disputes. In the event a dispute arises between the parties over the interpretation and application of this MSA, the parties shall attempt to settle such a dispute first by negotiation and consultation between themselves.

This MSA shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, USA, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard in the federal district court for the District of Delaware located in Wilmington, Delaware, USA. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, or by first class mail, and shall be deemed effectively given upon receipt.

In the event that either party commences such legal proceedings against the other party in connection with this MSA, the prevailing party shall be entitled to recover its costs and expenses of litigation (including reasonable attorney's fees) from the other party to the extent allowed by applicable law.

13.6 Term. This MSA shall remain in full force and effect, subject to renewal or termination as mutually agreed.

13.7 Waiver. Waiver or forbearance by either party or the failure by either party to claim a breach of any provision of this MSA or to exercise any right or remedy provided by hereunder, or under applicable law, shall not constitute a waiver with respect to any subsequent breach of this MSA.

13.8 Headings Not Controlling. Headings used in this MSA are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this MSA.

13.9 Counterparts. This MSA and any Work Order may be executed in several counterparts by duly authorized individuals on behalf the parties, each document of which shall be deemed an original but all of which shall constitute one and the same instrument.

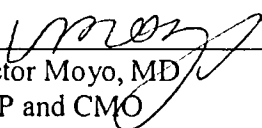
13.10 Survival. The terms of Sections 5.3, 6, 7, 8, and 13 shall survive termination of this MSA.

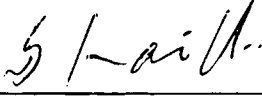
IN WITNESS WHEREOF, the undersigned have caused this MSA to be executed by a duly authorized individual on behalf of each requisite party effective as of the Effective Date. In the event that the parties execute this MSA by exchange of electronically signed copies, the parties agree that, upon being signed by both parties, this MSA shall become effective and binding and that electronic signatures will constitute evidence of the existence of this MSA with the expectation that original documents may later be exchanged in good faith. Thereafter, the parties agree that in connection with request for information that either party may need from the other related to the Services provided hereunder, both parties expressly permit communication via

scanned document sent by email with an acknowledging reply from the other party to the extent allowed by applicable laws and regulations to be disseminated in that manner.

For L.E.A.F. Pharmaceuticals LLC:

For Azzur Group LLC.

By:  26 June 2018
Victor Moyo, MD
SVP and CMO

By:  15 Jun 18
Name: Ravi Samavedam
Title: General Manager

WORK ORDER _____

Include Scope of Work Here or Attach Separately

For L.E.A.F. Pharmaceuticals LLC:

By: _____

Clet Niyikiza
Founder, President & CEO

For _____

By: _____

Name: _____

Title: _____

EXHIBIT “B”



AZZUR GROUP

Invoice

Date	Project	Invoice #
3/1/2023	P-9069	F1985

Bill To
LEAF Pharmaceuticals LLC 216 West Cummings Park Woburn, MA 01801

P.O. No.	Terms
LPMF000G396	Net 30

Description	Qty	Rate	Amount
Ambient Storage March 2023 - Feb 2024	12	324.00	3,888.00

CLET NIYIKIZA
326 OVERLOOK LA
GULPH MILLS, PA 19428-2634

Project: P-9069

3-8766
2360

354

Invoice #: F1985

DATE

3/7/2023

PAY TO
THE ORDER OF

AZZUR GROUP

\$ 3,888.00

Three thousand eighty eight ⁰⁰/₁₀₀

DOLLARS

Security Features
Included
Details on Back

ARDENT
CREDIT UNION

MEMO STORAGE OF LEAF 1401 API

⑈236087664⑈

0354

SPE: HAITY BLUE

Please remit to 330 S. Warminster Road, Suite 341, Hatboro, PA 19040.

Total

\$3,888.00

330 S Warminster Road, Suite 341, Hatboro, PA 19040; AR@azzur.com

**N 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

NOTICE OF MOTION

PLEASE TAKE NOTICE that, on April 16, 2025, L.E.A.F. Pharmaceuticals, LLC (“Movant”) filed *L.E.A.F. Pharmaceuticals LLC’s Motion for Relief from the Automatic Stay* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **April 30, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON May 13, 2025 at 10:30 a.m. (ET) BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: April 16, 2025

ARMSTRONG TEASDALE LLP

/s/ Jonathan M. Stemerman

Jonathan M. Stemerman (No. 4510)
1007 North Market Street, Third Floor
Wilmington, Delaware 19801
Telephone: (302) 416-9670
jstemerman@atllp.com

Counsel to the Movant

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.

Exhibit A

Proposed Order

**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

RE: D.I. ____

**ORDER GRANTING LEAF PHARMACEUTICALS LLC'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Upon consideration of the above-referenced motion (the "Motion"); it being determined that the Motion is subject to the jurisdiction of this Court under 28 U.S.C. § 1334 and is a core proceeding within the meaning of 28 U.S.C. § 157; and having found that notice of the Motion was adequate and no other and further notice is required; and having found that cause exists for granting LEAF Pharmaceuticals LLC (the "Movant") relief from the automatic stay; and after a hearing; it is now hereby ORDERED that:

1. The Motion is GRANTED.
2. Movant is granted relief from the automatic stay of 11 U.S.C. § 362(a) pursuant to 11 U.S.C. §362(d) for cause shown and is permitted to continue prosecuting the State Court Action including, without limitation, to recover on its claims in any court of appropriate jurisdiction, including any subsequent appeals, or settlement, provided, however, that Movant's monetary recovery shall be limited to any applicable limitations on the Debtors' applicable insurance proceeds.

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.

3. Nothing herein shall limit Movant's ability to recover against any non-Debtor or to file a proof of claim in these bankruptcy cases.

CERTIFICATE OF SERVICE

I, Jonathan M. Stemerman, counsel to L.E.A.F. Pharmaceuticals LLC, do hereby certify that on this 16th day of April, 2025, caused a true and correct copy of this *Motion for Relief from the Automatic Stay* to be served on the parties listed below via U.S. First Class Mail:

Stuart M. Brown, Esq. DLA Piper LLP (US) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 <i>Debtors' Proposed Counsel</i>	W. Benjamin Winger, Esq. DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 <i>Debtors' Proposed Counsel</i>
Richards, Layton & Finger, PA John H. Knight, Esq. 920 North King Street Wilmington, Delaware 19801 <i>Counsel to the DIP Lender and Pre-Petition</i>	Andrew M. Kramer, Esq. James V. Drew, Esq. Otterbourg P.C. 230 Park Avenue New York, New York 10169 <i>Counsel to the DIP Lender and Pre-Petition Lender</i>
Laura Davis Jones David M. Bertenthal Colin R. Robinson Edward A. Corma PACHULSKI STANG ZIEHL & JONES LLP 919 N. Market Street, 17th Floor P.O. Box 8705 Wilmington, DE 19899-8705 (Courier 19801) <i>Proposed Counsel to the Official Committee of Unsecured Creditors</i>	Jonathan W. Lipshie Trial Attorney United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 <i>Counsel for the Office of the United States Trustee</i>

/s/ Jonathan M. Stemerman
Jonathan M. Stemerman (DE 4510)