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# SECURITIES AND EXCHANGE COMMISSION

## Washington, D.C. 20549

### SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)\*

**Anebulo Pharmaceuticals, Inc.**

(Name of Issuer)

**Common Stock, par value \$0.001**

(Title of Class of Securities)

**034569103**

(CUSIP Number)

**Dan George**  
**c/o Anebulo Pharmaceuticals, Inc., 1017 Ranch Road 620 South, Suite 107**  
**Lakeway, TX, 78734**  
**(515) 598-0931**

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

**02/24/2025**

(Date of Event Which Requires Filing of This Statement)

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

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

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### SCHEDULE 13D

CUSIP No. 034569103

1	Name of reporting person Aron R. English
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) PF

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization UNITED STATES
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power 104,475.00
	8 Shared Voting Power 21,825,405.00
	9 Sole Dispositive Power 104,475.00
	10 Shared Dispositive Power 21,825,405.00
11	Aggregate amount beneficially owned by each reporting person 21,929,880.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 51.1 %
14	Type of Reporting Person (See Instructions) IN

**Comment for Type of Reporting Person:**

(1) Rows 7, 9 and 11 include 104,475 shares of Common Stock issuable pursuant to options exercisable within 60 days. (2) Rows 8, 10 and 11 include (i) 15,467,300 shares of Common Stock held by 22NW Fund, LP, (ii) 1,703,577 shares of Common Stock issuable pursuant to warrants exercisable within 60 days held by 22NW Fund, LP and (iii) 4,654,528 shares of Common Stock held by Pharma Investors, LLC. (3) Percentage calculated based on 41,084,731 shares of Common Stock outstanding as of December 23, 2024.

SCHEDULE 13D

CUSIP No.	034569103
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1	Name of reporting person 22 NW FUND, LP
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 17,170,877.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 17,170,877.00
11	Aggregate amount beneficially owned by each reporting person 17,170,877.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 40.1 %	
14	Type of Reporting Person (See Instructions) PN	

**Comment for Type of Reporting Person:**

(1) Percentage calculated based on 41,084,731 shares of Common Stock outstanding as of December 23, 2024.

SCHEDULE 13D

CUSIP No.	034569103
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1	Name of reporting person PHARMA INVESTORS, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 4,654,528.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 4,654,528.00
11	Aggregate amount beneficially owned by each reporting person 4,654,528.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 11.3 %	
14	Type of Reporting Person (See Instructions) PN	

**Comment for Type of Reporting Person:**

(1) Percentage calculated based on 41,084,731 shares of Common Stock outstanding as of December 23, 2024.

## SCHEDULE 13D

**Item 1. Security and Issuer**

**(a) Title of Class of Securities:**

Common Stock, par value \$0.001

**(b) Name of Issuer:**

Anebulo Pharmaceuticals, Inc.

**(c) Address of Issuer's Principal Executive Offices:**

c/o Anebulo Pharmaceuticals, Inc., 1017 Ranch Road 620 South, Suite 107, Lakeway, TEXAS , 78734.

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

Item 6 is hereby amended and supplemented by adding the following:

As previously disclosed, on December 22, 2024, Anebulo Pharmaceuticals, Inc., a Delaware corporation (the "Company"), entered into a securities purchase agreement (the "Purchase Agreement") with 22NW Fund, LP ("22NW"), as well as other institutional accredited investors (the "Investors"), pursuant to which the Company issued to the Investors, in a private placement priced at-the-market (the "Private Placement"), an aggregate of 15,151,514 shares of Common Stock, of which 10,101,010 of such shares (the "Shares") were issued to 22NW, a greater than 5% stockholder of the Company that is controlled by Aron English, a director of the Company. The Private Placement closed on December 23, 2024.

On February 24, 2025, the Company entered into a lock-up agreement (the "Lock-Up Agreement") with 22NW pursuant to which 22NW agreed not to vote, sell, transfer, pledge or otherwise dispose of the Shares that were issued to it in the Private Placement. Pursuant to the Lock-Up Agreement, the Company agreed to hold a stockholder meeting no later than April 30, 2025 (the "2025 Annual Meeting") and to submit a proposal for the removal of the voting and transfer restrictions set forth in the Lock-Up Agreement (the "Proposal") at the 2025 Annual Meeting. The Lock-Up Agreement further provides that any failure of the Company to hold a stockholder meeting to remove the lock-up restrictions by April 30, 2025 or to have the restrictions on voting and transfer of the Shares removed after receiving stockholder approval of the Proposal would be deemed a breach of the Lock-Up Agreement and 22NW would have a right to have the Shares redeemed.

In conjunction with entering into the Lock-Up Agreement, the Company executed an irrevocable letter (the "Irrevocable Instruction Letter"), which was acknowledged and agreed to by 22NW, instructing the Company's transfer agent not to allow the voting or sale, transfer, pledge or other disposition of the Shares until the Company's stockholders approve the removal of the lock-up restrictions at a stockholder meeting held for such purpose. The transfer agent has also been instructed to place a legend on the Shares noting that they are subject to the terms of the Lock-Up Agreement.

On February 24, 2025 the Reporting Persons and Dr. Joseph Lawler entered into a support agreement (the "22NW Support Agreement"). Pursuant to the 22NW Support Agreement, the Reporting Persons have agreed that from and after the 2025 Annual Meeting and at every meeting of the holders of the Company's common stock thereafter that holders of common stock are requested to vote upon a proposal to elect Dr. Lawler to the board of directors of the Company, however called, and at every adjournment or postponement thereof, the Reporting Persons shall vote the shares they beneficially own and have in their control at the time of such meeting in favor of the election of Dr. Lawler.

On February 24, 2025 the Reporting Persons and Dr. Joseph Lawler entered into a second support agreement (the "Lawler Support Agreement"). Pursuant to the Lawler Support Agreement, Dr. Lawler has agreed to vote all of the common stock of the Company owned or controlled by him at the 2025 Annual Meeting in favour of the Proposal (or at any other stockholder meeting held to vote on the Proposal). Also pursuant to the Lawler Support Agreement, Dr. Lawler has agreed that from and after the 2025 Annual Meeting and at every meeting of the holders of the Company's common stock thereafter that holders of common stock are requested to vote upon a proposal to elect Mr. Aron English to the board of directors of the Company, however called, and at every adjournment or postponement thereof, Dr. Lawler shall vote the shares he beneficially owns and has in his control at the time of such meeting in favor of the election of Mr. English.

Except as otherwise set forth in Amendment No. 2 to this Schedule 13D, there are no contracts, arrangements, understandings or similar relationships existing with respect to the securities of the Company between the Reporting Persons and any other person or entity.

#### Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended and supplemented by adding the following:

Exhibit 2: Support Agreement dated February 24, 2025 among 22NW Fund, LP, Pharma Investors, LLC and Dr. Joseph Lawler

#### SIGNATURE

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

**Aron R. English**

**Signature:** /s/ Aron R. English

**Name/Title:** Aron R. English

**Date:** 02/26/2025

**22 NW FUND, LP**

**Signature:** /s/ Aron R. English

**Name/Title:** Aron R. English, Manager of 22NW Fund GP, LLC, the GP of 22 NW FUND, LP

**Date:** 02/26/2025

**PHARMA INVESTORS, LLC**

**Signature:** /s/ Aron R. English

**Name/Title:** Aron R. English, Owner

**Date:** 02/26/2025

**SCHEDULE A**Transactions in the Shares of Common Stock by the Reporting Persons Within the Last Sixty Days

<u>Nature of the Transaction</u>	<u>Shares of Common Stock Purchased/(Sold)</u>	<u>Price Per Share (\$)</u>	<u>Date of Purchase/Sale</u>
Purchase of Common Stock by 22NW Fund, LP	10,101,010	0.99	12/23/2024

## SUPPORT AGREEMENT

This **SUPPORT AGREEMENT** (this "*Agreement*") is made as of February 24, 2025, by and between Aron English, 22NW Fund, LP, a Delaware limited partnership, Pharma Investors, LLC, a Delaware limited liability corporation (collectively, the "*Supporting Stockholders*") and Dr. Joseph Lawler (the "*Director*").

**WHEREAS**, the Director is a current director of Anebulo Pharmaceuticals, Inc. (the "*Company*") and has agreed to stand for re-election as a director of the Company at the annual meeting of the Company scheduled to be held in April 2025 (the "*Annual Meeting*");

**WHEREAS**, as of the date hereof, the Supporting Stockholders are the beneficial owner of 21,825,405 shares of the common stock, par value \$0.001 per share (the "*Common Stock*") of the Company (the "*Subject Shares*"); and

**WHEREAS**, the Supporting Shareholders believe it is in the best interests of the Company that the Director be elected at the Annual Meeting and the Director has confirmed his willingness to be re-elected at the Annual Meeting.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

The Supporting Stockholders hereby covenant and agree that from and after the date hereof, at the Annual Meeting and every meeting of the holders of the Company's Common Stock that the holders are requested to vote upon a proposal to elect the Director to the board of directors of the Company, however called, and at every adjournment or postponement thereof, the Supporting Stockholders shall vote the Subject Shares that the Supporting Stockholders beneficially own and have in their control at the time of such meeting, together with any additional shares of Common Stock that the Supporting Stockholders may own subsequent to the date hereof, in favor of the election of the Director.

The Supporting Stockholders and the Director hereby agree that if for any reason the Supporting Stockholders do not vote in favor of the election of the Director at any meeting of the Company's stockholders that the holders are requested to vote upon a proposal to elect the Director to the Company's board of directors, the Director is entitled to specific performance of the terms of this Agreement.

The parties to this Agreement hereby agree that the Supporting Stockholders shall no longer be bound by the terms of this Agreement at any time when the Supporting Stockholders' beneficial ownership of Common Stock in the aggregate is lower than 10% of the Company's outstanding shares of Common Stock.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and shall be delivered to the Supporting Stockholders at the e-mail address or facsimile number designated by them to the Company.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof and are fully binding on the parties hereto.

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Agreement may be executed and accepted by facsimile or PDF signature and any such signature shall be of the same force and effect as an original signature.

The terms of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

This Agreement may not be amended or modified except in writing signed by each of the parties hereto.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

*Remainder of this Page Left Intentionally Blank*

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

/s/ Aron R. English

Aron English

**22NW FUND, LP**

By: 22NW Fund GP, LLC, its General Partner

By: /s/ Aron R. English

Name: Aron English, Member

**PHARMA INVESTORS, LLC**

By: /s/ Aron R. English

Name: Aron English, Member

/s/ Joseph F. Lawler, M.D., Ph D

Dr. Joseph Lawler

*[Signature Page to Support Agreement – 22NW and Pharma Investors]*

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