

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

In re:

ALACHUA GOVERNMENT SERVICES, INC.,

Debtor.¹

) Chapter 11

) Case No. 25- 11289 (JKS)

) Re: Docket No. 239

**ORDER APPROVING STIPULATION BETWEEN THE DEBTOR
AND THE UNITED STATES DEPARTMENT OF DEFENSE
REGARDING PANTHEON 3 CONTRACT**

Upon consideration of the stipulation, attached hereto as **Exhibit A** (the “**Stipulation**”),² between the Debtor and the Government; and the Court having jurisdiction to consider the Stipulation and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Stipulation and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the relief being in the best interests of the Debtor, its estate, and its creditors,

IT IS HEREBY ORDERED THAT:

1. The Stipulation attached hereto as **Exhibit A** is hereby approved.
2. The Stipulation shall become effective immediately upon entry of this Order.
3. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order.

¹ The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is: Alachua Government Services, Inc. (5370). The Debtor’s mailing address is 13200 NW Nano Court, Alachua, Florida 32615.

² Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the **Stipulation**.
Dated: September 30th, 2025
Wilmington, Delaware

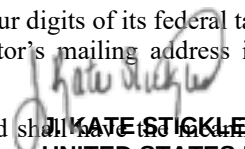

KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

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

In re:

ALACHUA GOVERNMENT SERVICES, INC.,

Debtor.¹

)
) Chapter 11
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**STIPULATION BETWEEN THE DEBTOR AND
THE UNITED STATES DEPARTMENT
OF DEFENSE REGARDING PANTHEON 3 CONTRACT**

WHEREAS, on January 5, 2022, the above-captioned debtor and debtor in possession (f/k/a Resilience Government Services, Inc., Ology Bioservices, Inc., and Nanotherapeutics, Inc.) (the “**Debtor**”) and the United States of America, on behalf of the U.S. Department of Defense (the “**Government**”, or the “United States”, and together with the Contractor, the “**Parties**”) entered into an Award/Contract W911SR22D0009, (the “**Pantheon 3 Contract**”), together with any amendments or modifications thereto, including, to the extent applicable, delivery orders W911SR22F0014, W911SR22F0073, and W911SR23F0057;

WHEREAS, pursuant to the Pantheon 3 Contract, the Debtor supported certain ongoing clinical trials, non-human primate studies, drug product manufacturing fills, analytical methods and stability testing, long-term storage, regulatory and programmatic support;

WHEREAS, the Debtor engaged one or more subcontractors (collectively, the “**Subcontractors**”) to perform certain services related to the Pantheon 3 Contract pursuant to certain subcontractor agreements (the “**Subcontracts**”);

¹ The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is: Alachua Government Services, Inc. (5370). The Debtor’s mailing address is 13200 NW Nano Court, Alachua, Florida 32615.

WHEREAS, on July 6, 2025, the Debtor filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”);

WHEREAS, the Debtor is in the process of winding down its operations and has on August 8, 2025 rejected the Pantheon 3 Contract and Subcontracts pursuant to section 365 of the Bankruptcy Code [Docket No. 103];

WHEREAS, the Government asserts that postponing performance of the trials and studies poses a risk to the integrity of the results, would put the clinical trial participants at unnecessary risk, and would potentially result in additional costs to redo portions of the trial to ensure regulatory compliance; and

WHEREAS, the Parties have agreed to allow the Government to work directly with the Subcontractors regarding the clinical trials, nonclinical studies, analytical methods and stability testing, drug product manufacturing and long-term storage.

IT IS THEREFORE STIPULATED THAT:

1. The automatic stay imposed by Section 362(a) of the Bankruptcy Code, if applicable, is lifted (effective July 7, 2025) for the limited purpose of allowing the Government to terminate or modify the Pantheon 3 Contract and/or the Subcontracts, if the Government, in its discretion, deems such termination or modification necessary solely for the limited purposes set forth in this Stipulation.

2. Other than with respect to amounts necessary to satisfy any obligations owed to the Debtor, including the amounts set forth in paragraph 5, the Government may execute direct contract awards with the Subcontractors, effective as of July 7, 2025.

3. If the Government determines to execute a direct contract award with a Subcontractor, then the Government shall be responsible for overseeing all allowable costs, scheduling, and performance obligations of that Subcontractor incurred on or after July 7, 2025. The Government reserves the right to file a proof of claim resulting from the Debtor's rejection of the Pantheon 3 Contract on or before the Government's deadline to file a proof of claim - Friday, January 2, 2026 - unless a later date for filing a claim is established by the Federal Rules of Bankruptcy Procedure, Local Bankruptcy Rules of Procedure or by order of a court with jurisdiction to do so. The United States also reserves its rights to file an adversary proceeding, if the United States determines that the Government must do so to preserve its rights, claims and/or defenses and remedies.

4. Other than as set forth in paragraph 5 or unless otherwise provided for by the applicable Subcontracts, the Government shall not be responsible for any costs, scheduling, or performance obligations of the Subcontractors incurred prior to July 7, 2025, nor shall the Government be responsible for any of the Debtor's liabilities to the Subcontractors regardless of when the liabilities accrued.

5. Subject to the terms of the Pantheon 3 Contract and applicable law, the Government shall reimburse the Debtor for any reimbursable costs incurred by the Debtor and paid to the Subcontractor in relation to the Pantheon 3 Contract prior to July 7, 2025, including amounts not yet invoiced to the Government, subject to any rights, claims, defenses and remedies that the Government has. The United States reserves its rights, claims, defenses and remedies, if any, to setoff and recoupment and the Debtor reserves its rights to contest the same. The United States further reserves its rights to assert that the United States is a unitary creditor for setoff purposes.

The Debtor reserves its rights to contest the same. The United States and the Debtor reserve all other rights, claims defenses and remedies not specifically addressed in this Stipulation.

6. Unless otherwise provided in this Stipulation, the Government will appropriately reduce the scope of CLINs 0001, 0002, 0003, 0007, 0010, 0011, 0013, 0014, 0016, 0018 and de-obligate any funds allocated to that portion of the CLINs.

7. The Debtor shall transfer to the Government copies of all remaining data and intellectual property related to the Pantheon 3 Contract, which are property of the Government, that are in the Debtor's possession.

8. The Debtor shall transfer possession and sponsorship or holdership of the Investigational New Drug application #142065 (IND), including any regulatory correspondence and supporting regulatory information, to the Government and shall inform the FDA of the transfer of sponsorship or holdership of the IND in accordance with FDA requirements.

9. Except as expressly set forth herein, this Stipulation shall not modify, impair, or otherwise affect the rights or defenses of the Government or the Debtor (including, without limitation, any rights or defenses under sections 365 or 553 of the Bankruptcy Code or recoupment).

10. This Stipulation constitutes the sole agreement between the Parties regarding its subject matter.

11. This Stipulation may be executed in counterparts, any of which may be transmitted electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures affixed or transmitted electronically shall be deemed original and authentic.

12. This Stipulation is subject to approval of the Court, and the Parties agree to promptly submit this Stipulation to the Court for approval.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

Dated: September 29, 2025
Wilmington, Delaware

/s/ Amanda R. Steele

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Proposed Counsel for Debtor

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JUSTICE-CIVIL DIVISION
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behalf of the United States Department of
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