

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

In re:

ALACHUA GOVERNMENT SERVICES,
INC.,

Debtor.¹
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Chapter 11

Case No. 25-11289 (JKS)

Proposed Obj. Deadline: Sep. 19, 2025 at 4:00 p.m. (ET)

Hearing Date: TBD

MOTION TO COMPEL THE UNITED STATES GOVERNMENT AND CERTAIN THIRD PARTIES TO REMOVE THEIR PROPERTY FROM THE DEBTOR'S ALACHUA, FLORIDA SITE OR, IN THE ALTERNATIVE, AUTHORIZING THE DEBTOR OR SUCCESSFUL BIDDER TO DISPOSE OF SUCH PROPERTY WITHOUT LIABILITY, AND GRANTING RELATED RELIEF

The debtor in possession in the above-captioned case (the “**Debtor**”) hereby moves (this “**Motion**”) and respectfully states as follows:

PRELIMINARY STATEMENT²

The Debtor is a former biologics contract development and manufacturing company that specialized in the manufacturing of vaccines, monoclonal antibodies, recombinant proteins, and nucleic acids, which operated primarily out of a 183,000-square foot Advanced Development Manufacturing Facility (the “**ADM Facility**”) and “Building G”, a 92,000-square foot facility designed to expand the manufacturing capabilities of the ADM Facility, in Alachua, Florida (together, the “**Alachua Site**”).³ The Alachua Site was built with funds awarded to the Debtor pursuant to a greenfield contract with the U.S. Department of Defense (n/k/a the Department of War), which was designed as a state-of-the art development, testing, and manufacturing facility.

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 not otherwise defined in the Preliminary Statement shall have the meanings ascribed to such terms herein.

In connection with the operation of its business, the Debtor partnered with the United States government (the “**Government**”), through a series of contracts (the “**Government Contracts**”), to develop and produce drugs, vaccines, and other treatments essential to maintaining the nation’s health and, in turn, national security. By late 2023, however, demand for the Debtor’s services began to lag, as certain key Government Contracts had either wound down or been scaled back. After efforts to find alternative sources of revenue proved unsuccessful, the Debtor was forced to scale down its production and ultimately determined to idle the Alachua Site.

In the face of continuing economic pressure, in February 2025, Jefferies LLC and Jefferies International Limited were engaged to, among other things, pursue a potential sale or other strategic transactions involving the Debtor’s business and assets, including sales of the Debtor’s operating business and the Alachua Site. The Debtor, however, was unable to consummate a going-concern sale or sale of the Alachua Site prior to the Petition Date. With the drop-off in business from the Government and limited commercial alternatives, lack of additional funding, and no corresponding decline in its overhead expenses, the Debtor determined that winding down the business and filing the Chapter 11 Case was the only viable path forward.

The Debtor’s overriding goals in connection with the Chapter 11 Case have been to wind-down its remaining operations and to maximize value for its stakeholders through the sale of the Alachua Site, any related equipment and its “royalty assets”⁴ through one or more asset sales pursuant to section 363 of the Bankruptcy Code. In furtherance of such efforts, on July 23, 2025, the Debtor filed a motion seeking to reject the Government Contracts and other third-party contracts (collectively, the “**Customer Contracts**”), as well as various agreements with certain subcontractors for service in connection with and related to the Customer Contracts. In connection

⁴ The “royalty assets” consist of royalty revenue derived from the Debtor’s ownership of certain cell lines used in the development of vaccines by third parties.

with the services provided under the Customer Contracts, the Government and various other contract parties had non-estate property and equipment stored or located at the Alachua Site (collectively, the “**Third Party Property**”). As of the Petition Date, there were more than 800 pieces of Government-owned equipment located at the Alachua Site, as well as smaller quantities of Third Party Property owned by commercial customers and counterparties. Accordingly, immediately following the Petition Date, the Debtor began communicating with such parties regarding retrieval of the equipment, materials, and documents – with the understanding that the Debtor would be selling the Alachua Site and would therefore need to be able to deliver the Alachua Site free of the Third Party Property upon conclusion of the sale process.

To that end, prior to the Petition Date, the Debtor’s management began engaging with the Government on the removal of its property. Since being retained, the Debtor’s advisors continued to engage the Government on the removal of its property, with the first correspondence being sent from the Debtor’s advisors to the Government on or about July 9, 2025. The Debtor has been in constant communication with the Government to discuss the removal of its equipment and various other issues related to the Chapter 11 Case, including near daily emails between the Debtor’s advisors or the Debtor’s employees and the Government, and calls between the Debtor’s advisors and the Government on July 10, 2025, July 23, 2025, August 8, 2025, and August 22, 2025. During these communications, the Debtor emphasized that the Government needed to remove its equipment as soon as possible but that the Debtor wanted to be cooperative in achieving this result. This messaging was consistent with that provided to non-governmental parties with Third Party Property remaining at the Alachua Site during this time period. The Debtor had initially requested the removal of all Third Party Property by the end of July -- but understanding the unique issues facing the Government in particular, the Debtor was willing to provide the Government with

additional limited time to remove its property. Notwithstanding such efforts, the Debtor still has not received assurances from the Government that all equipment will be retrieved in a timely manner or that it will even have access to the funding necessary to effectuate the removal. To date, the Government has only removed a small amount of materials from the Alachua Site.

The Debtor is sympathetic to the unique challenges facing the Government in addressing the removal of its property, but it has been over two months since the Petition Date and the Government's failure to act is severely impeding the Debtor's ability to sell the Alachua Site and maximize recoveries for creditors in the Chapter 11 Case. Indeed, the uncertainty associated with removal of the Third Party Property from the Alachua Site has precluded the Debtor from finalizing a stalking horse bid for the sale of the Alachua Site and the Debtor is concerned may preclude its and is impeding the Debtor's ability to effectuate a timely sale of the Alachua Site. As a result, contemporaneously with the filing of this Motion, the Debtor has filed a bidding procedures motion relating to the sale of the Alachua Site without the benefit of a stalking horse bid in place to secure a floor purchase price for the property.

The Debtor's decision to file this Motion was not taken lightly. The Debtor believes that the representatives for the Government have been working in earnest to address the removal issues – and the Debtor has made every effort to work with the Government to accommodate the removal of the Third Party Property under a reasonable timetable. Indeed, the Debtor has recently connected representatives for the Government with counsel for the potential buyer to see if an agreement can be reached regarding the handling of the Government equipment. While the Debtor hopes that these discussions will be fruitful, it can no longer sit idle while further delay continues to erode creditor recoveries. For every day that the equipment removal issues remain unresolved, the Debtor is forced to cover significant carrying costs associated with the Alachua Site including

utilities, maintenance, insurance, staffing and other costs. Accordingly, the Debtor has filed this Motion requesting, in the absence of an acceptable agreement as to the removal/handling of the property, the entry of an order (i) compelling the Government and other third-parties to remove any remaining Third Party Property from the Alachua Site no later than October 15, 2025; or, alternatively, (ii) authorizing the Debtor or Successful Bidder for the Alachua Site to dispose of such property without liability to such parties.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Debtor consents 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 a final order or judgment consistent with Article III of the United States Constitution.

2. Venue of this Chapter 11 Case (as defined below) and the Motion are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

3. By this Motion, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), (i) compelling the Government and other third parties to remove the Third Party Property from the Alachua Site by no later than October 15, 2025, or, in the alternative, authorizing the Debtor or the Successful Bidder, as applicable, to dispose of the Third Party Property remaining at the Alachua Site, without liability to the Government or applicable third party, and (ii) granting related relief.

RELEVANT BACKGROUND

A. General Background

4. On July 6, 2025 (the “**Petition Date**”), the Debtor filed a voluntary petition in this Court commencing a case (the “**Chapter 11 Case**”) for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtor continues to manage its property and operate its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested in the Chapter 11 Case.

5. On July 23, 2025, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors (the “**Committee**”). *See* Docket No. 64.

6. The factual background regarding the Debtor, including its business operations, its capital and debt structure, and the events leading to the filing of the Chapter 11 Case, is set forth in detail in the *Declaration of Janet R. Naifeh, Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day and Other Pleadings* [Docket No. 16], which is fully incorporated herein by reference.

B. The Debtor’s Efforts to Coordinate Removal of the Third Party Property

7. Since prior to the Petition Date, the Debtor and its personnel have been focused on winding down the Debtor’s operations, including communicating with the Government and other third parties regarding the removal of the Third Party Property.

8. Following the decision to wind down its operations, employees of the Debtor and the Debtor’s parent entity, Resilience US LLC, initiated communications with governmental and other commercial counterparties regarding the need to remove their Third Party Property from the Alachua Site as quickly as possible. The Debtor’s efforts to communicate with the Government

and other third parties increased postpetition and are still ongoing, including, but not limited to, constant communications with the Government by phone and email to discuss removal of its property and sending correspondence to other third parties requesting removal of the Third Party Property. In fact, beginning on July 10, 2025, the Debtor's restructuring advisors had multiple calls with counsel to the Government and other representatives regarding the removal of the Government's property from the Alachua Site and stressed that such property had to be removed prior to any sale that was anticipated at the time to occur in September 2025. In addition, the Debtor's employees were regularly communicating with representatives from the Government in an effort to assist and facilitate removal. Further, the Debtor's employees assisted with site visits by representatives from the Government in July and August in an effort to facilitate development a plan for removal.

9. The Debtor initially gave all parties until the end of July to remove their property from the Alachua Site. Recognizing the unique complications facing the Government in removing the Third Party Property, the Debtor has repeatedly extended such deadline but unfortunately to no avail. Notwithstanding such efforts, the Debtor still has not received assurances from the Government and certain other third parties that the Third Party Property will be retrieved in a timely manner that allows the Debtor to move forward with a sale process consistent with the budgetary constraints of this Chapter 11 Case. As discussed above, the Government has more than 800 pieces of equipment currently at the Alachua Site, including certain large pieces of equipment that the Debtor has been informed requires specialized procedures to remove, and has provided little guidance to the Debtor regarding the removal of the equipment other than suggesting that it may take up to six (6) months to complete (without even confirming that it has the budget to act within that unreasonable timeframe). Only just this week, the Government informed the Debtor

that it intends to remove certain of its equipment between September 22, 2025 and September 24, 2025. While this is a positive first step, a significant portion of the Government's equipment will remain at the Alachua Site following this initial removal, including the large pieces of equipment discussed above.

C. The Bidding Procedures Motion

10. Consistent with the Debtor's value-maximizing chapter 11 strategy, the Debtor has conducted a pre- and postpetition marketing process to solicit bids for, among other assets, the Alachua Site. The Debtor and its advisors have received initial expressions of interest for the Alachua Site and related estate-equipment but have been unable to finalize such negotiations given the open issues relating to removal of the Third Party Property. The budget constraints of this case cannot accommodate any further delay while the Debtor waits on the Government and applicable third parties to come up with a game plan. As such, contemporaneously herewith, the Debtor filed a motion seeking to, among other things, establish bidding procedures for the sale of the Alachua Site and related equipment, including the ability to subsequently designate a stalking horse bidder, and approve a sale of the Alachua Site to a successful bidder (the "**Successful Bidder**").

BASIS FOR RELIEF

11. Section 105(a) of the Bankruptcy Code provides that a bankruptcy court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). Additionally, Bankruptcy Rule 6007 provides for the abandonment or disposal of property upon notice of the proposed abandonment or disposal. Fed. R. Bankr. P. 6007. Bankruptcy Rule 6007 incorporates section 725 of the Bankruptcy Code, allowing for a chapter 7 trustee to abandon nondebtor property upon notice and hearing. *See* 11 U.S.C. § 725. As discussed herein, the impetus behind section 725 is analogous to the situation facing the Debtor here with regards to removal of the Third Party Property, and the Court should

therefore grant the requested relief so that the Debtor can consummate the sale of the Alachua Site and continue its efforts to maximize creditor recoveries in the Chapter 11 Case.

12. The Debtor submits that compelling the Government and other third parties to remove their respective Third Party Property by October 15, 2025, or otherwise allowing the Debtor or the Successful Bidder, as applicable, to dispose of the Third Party Property without liability is necessary and appropriate. Further, if the Debtor or the Successful Bidder incurs any costs related to the disposal of any Third Party Property, the applicable third party should be required to reimburse the Debtor or the Successful Bidder for such costs.

13. As discussed herein, the Debtor is sympathetic to the hurdles the Government and other third parties face in removing the Third Party Property; however, the Debtor is without recourse at this critical point in the Chapter 11 Case and the uncertainty caused by this issue has jeopardized the Debtor's sale process and, as a result, caused the Debtor to incur unnecessary administrative expenses by having to maintain the Alachua Site beyond the anticipated timeline. Prior to and since the Petition Date, the Debtor has worked in good faith and actively engaged with the Government and other third parties regarding the removal of the Third Party Property but such efforts have proven unsuccessful. The Debtor simply does not have the liquidity to sustain the Chapter 11 Case for the six (6) month period previewed by the Government – albeit without any certainty that the Government will even be able to remove its equipment within that timeframe or will have the funding necessary to do so. Indeed, the Government's inability to remove its Third Party Property has significantly impaired the Debtor's ability to sell estate property under section 363 of the Bankruptcy Code (and is arguably a violation of the automatic stay in this regard).⁵ As

⁵ The Government's inability to remove its Third Party Property has effectively paralyzed the Debtor's ability to sell the Alachua Site and therefore maximize value for its stakeholders. In this regard, the Debtor submits that the Government's inaction effectively constitutes an exercise of control over property of the Debtor's estate under section 362(a)(3) of the Bankruptcy Code.

such, the Debtor now requires a path whereby the Third Party Property can be removed without liability so the Debtor can sell the Alachua Site for a value-maximizing price and deliver the facility free of all Third Party Property in accordance with the expectations of the Successful Bidder.

14. If the relief requested herein is not granted, the Debtor will be irreparably harmed, and such harm far outweighs any resulting harm or prejudice to the Government and other third parties. Simply put, the Debtor's entire chapter 11 strategy is jeopardized if the relief requested herein is not granted as the Debtor will not be able to sell the Alachua Site (or at a value-maximizing price) due to the issues created by the Government and other third parties. As a result, the Debtor will be forced to incur additional administrative carrying costs associated with the continued maintenance, staffing, insurance, and utilities of the Alachua Site (amongst other costs) beyond the anticipated sale timeline (at the expense of the Debtor's stakeholders). Given the budgetary constraints facing the Debtor, the additional administrative obligations caused by further delay is jeopardizing the continued viability of this Chapter 11 Case.

15. Additionally, as noted above, section 725 of the Bankruptcy Code and Bankruptcy Rule 6007 collectively give a chapter 7 trustee the ability to abandon third party property (following notice) in furtherance of administering the bankruptcy estate. The same premise facing a chapter 7 trustee under section 725 also holds true here: liquidate assets that bring value to the estate and abandon or dispose of any property that interferes with that goal. Without the ability to abandon or dispose of the Third Party Property, such as a chapter 7 trustee would do in a chapter 7 case, the Debtor cannot realize value for the benefit of its stakeholders. The Debtor is in a critical situation where it cannot effectuate its sale process and sell the Assets due to the issues

resulting from the Third Party Equipment and, as such, risks continued erosion of the estate's value without any prospect of relief.

16. Thus, the Debtor is now at an impasse, having attempted to resolve these issues for months, and is left with no path to maximizing value without the Court's intervention. As a result, the Debtor requires this relief to successfully prosecute this Chapter 11 Case for the benefit of all stakeholders.

NOTICE

17. Notice of this Motion will be given to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney's Office for the District of Delaware; (iii) the United States Department of Justice; (iv) the Internal Revenue Service; (v) counsel to the Committee; (vi) counsel to the DIP Lender; (vii) counsel to the Prepetition Secured Lender; (viii) the Government; (ix) any third party with property remaining at the Alachua Site; and (x) any other party entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor believes that no further notice is required.

18. A copy of this Motion is available via (i) PACER, which is accessible through the Court's website at: <http://www.deb.uscourts.gov>, and (ii) the website maintained by the Debtor's claims and noticing agent, Epiq Corporate Restructuring, at <https://dm.epiq11.com/AGS>.

NO PRIOR REQUEST

19. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtor requests entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: September 12, 2025
Wilmington, Delaware

Respectfully Submitted,

/s/ Matthew P. Milana

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)

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Counsel for Debtor and Debtor in Possession

**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)

)

) **Proposed Obj. Deadline: Sep. 19, 2025 at 4:00 p.m. (ET)**

) **Hearing Date: TBD**

)

NOTICE OF MOTIONS AND HEARING

PLEASE TAKE NOTICE that, on September 12, 2025, Alachua Government Services, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), filed the *Motion to Compel the United States Government and Certain Third Parties to Remove their Property from the Debtor’s Alachua, Florida Site or, in the Alternative, Authorizing the Debtor or Successful Bidder to Dispose of Such Property Without Liability, and Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, contemporaneously with the filing of the Motion, the Debtor also filed a motion to shorten the notice and objection periods with respect to the Motion (the “**Motion to Shorten**”).

PLEASE TAKE FURTHER NOTICE that if the Court grants the relief requested in the Motion to Shorten: (i) a hearing to consider the Motion (the “**Hearing**”) will be held on **a date and time to be determined** before The Honorable J. Kate Stickles, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 5th Floor, Courtroom 6,

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.

Wilmington, Delaware 19801, and (ii) any responses or objections to the Motion must be filed by **September 19, 2025 at 4:00 p.m. (ET).**

PLEASE TAKE FURTHER NOTICE that if the Court denies, in whole or in part, the relief requested in the Motion to Shorten, parties-in-interest will receive separate notice of the Court-approved objection deadline and hearing date for consideration of the Motion.

Dated: September 12, 2025
Wilmington, Delaware

Respectfully Submitted,

/s/ Matthew P. Milana

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EXHIBIT A

Proposed Order

**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. __
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)
)

**ORDER COMPELLING THE UNITED STATES GOVERNMENT
AND CERTAIN THIRD PARTIES TO REMOVE THEIR PROPERTY
FROM THE DEBTOR'S ALACHUA, FLORIDA SITE OR, IN THE
ALTERNATIVE, AUTHORIZING THE DEBTOR OR SUCCESSFUL
BIDDER TO DISPOSE OF SUCH PROPERTY WITHOUT LIABILITY,
AND GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the Debtor, for entry of an order (this “**Order**”) (i) compelling the United States government (the “**Government**”) and certain third parties to remove their property from the Alachua Site, or, in the alternative, authorizing the Debtor or the Successful Bidder to dispose of the third party property (the “**Third Party Property**”) at the Debtor’s Alachua, Florida site (the “**Alachua Site**”) without liability to the Debtor, the Debtor’s estate or the Successful Bidder, as applicable; and (ii) granting related relief, all as further described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and §1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion 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 due and

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 but not otherwise defined herein shall have the meanings given to them in the Motion.

proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and upon any hearing held on the Motion; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and all parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. In the absence of an acceptable agreement with the Debtor and/or Successful Bidder as to the handling or removal of the Third Party Property (an “**Acceptable Agreement**”), the Government and any other third party whose Third Party Property is located or stored at the Alachua Site are required to remove such property from the Alachua Site by no later than October 15, 2025.
3. If any Third Party Property remains at the Alachua Site on October 16, 2025, and such property is not the subject of an Acceptable Agreement, the Debtor and/or the Successful Bidder, as applicable, is authorized to dispose of the Third Party Property without liability to the Government or applicable third party, as applicable, including, but not limited, to any claim that such parties may seek to assert in the Chapter 11 Case relating to the removal and disposal of the Third Party Property. If the Debtor or the Successful Bidder, as applicable, incurs

any costs related to the disposal of any Third Party Property, the applicable third party shall be required to reimburse the Debtor or Successful Bidder, as applicable, for such costs.

4. The Debtor is authorized to take all reasonable actions necessary or appropriate to effectuate the relief granted in this Order.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.