



Honorable August B. Landis
United States Bankruptcy Judge



Entered on Docket
June 26, 2026

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

NELLIS CAB, LLC,

Debtor.

Affects All Debtors

☒

Affects Sun Cab, Inc.

☐

Affects Nellis Cab, LLC

☐

Case No. 25-17375-ABL

Chapter 11

Jointly administered with:

Sun Cab, Inc.

Case No. 25-17404-ABL

Hearing Date: June 17, 2026

Hearing Time: 1:30 p.m. (PT)

**ORDER GRANTING DEBTORS' MOTION TO APPROVE SALE OF ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES AND
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

Upon the *Debtors' Motion to Approve Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and Assumption and Assignment of Executory Contracts* (ECF No. 180) (the “**Sale Motion**”)¹ filed by Nellis Cab, LLC (“**Nellis**”) and Sun Cab, Inc. (“**Sun Cab**” and collectively with Nellis, the “**Debtors**”), and the Court having conducted and concluded a properly noticed hearing on June 17, 2026 at 1:30 p.m. (PT) (the “**Sale Hearing**”) to consider approval of (i) the sale of the Debtors’ assets as defined and set forth in the Sale Motion and the related Asset Purchase Agreement (the “**Purchased Assets**”)², free and clear of all Encumbrances (as defined below) (the “**Sale**”) pursuant to the terms and conditions set forth in the Purchase Agreement; and (ii) the assumption and assignment of certain executory contracts to the buyer, Peteglo, LLC (the “**Buyer**”); and all parties in interest having been heard and having received proper notice of the Sale Hearing and Debtors’ requested relief in the Sale Motion, and the Court having determined that no other or further notice need be given, or having had the opportunity to be heard, regarding the relief requested, and upon the record of (a) the Sale Hearing, (b) the Meislik Declaration; (c) the Langille Declaration, and (d) the record of these Chapter 11 Cases (as defined below) and proceedings, no written opposition having been filed and no oral opposition to the Sale Motion having been presented at the Sale Hearing and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. **Bankruptcy Petition.** On December 5, 2025 and December 9, 2025, respectively (the “**Petition Dates**”), the Debtors filed voluntary petitions for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (as amended, the “**Bankruptcy Code**”) commencing the captioned jointly administered Chapter 11 cases (the “**Chapter 11 Cases**”). The Debtors continue to operate their businesses as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108. No official committees have been appointed in the Chapter 11 Cases.

¹ All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Sale Motion.

² The Purchased Assets expressly exclude the prepetition and postpetition claims held by the Debtors.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

1 B. **Jurisdiction and Venue.** The Court has jurisdiction to hear and determine the Sale
2 Motion pursuant to 28 U.S.C. §§ 157 and 1334, and Local Rule 1001(b)(l). This is a core proceeding
3 pursuant to 28 U.S.C. § 157(b)(2)(A), (L), (N) and (O). Venue is proper in this District and in this
4 Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5 C. **Final Order.** This order (“Sale Order”) constitutes a final and appealable order
6 within the meaning of 28 U.S.C. § 158(a).

7 D. **Statutory Predicates.** The statutory predicates for the relief sought in the Sale
8 Motion are Sections 105, 363(b), 363(f), and 363(m), 365, 503(b), and 507(a)(2), Bankruptcy Rules
9 2002, 6004, 6006 and 9014, and Local Rules 2002, 6004 and 9014.

10 E. **Notice.** As evidenced by the certifications of service previously filed with the Court,
11 and based on the representations of counsel at the Sale Hearing, proper, timely, adequate and
12 sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with
13 Sections 102(1), 363 and 365, Bankruptcy Rules 2002, 6004, 6006 and 9014, and LR 6004. Such
14 notice was good and sufficient and appropriate under the particular circumstances and all creditors
15 of the Debtors and other parties in interest in the Chapter 11 Cases were offered a reasonable
16 opportunity to object and be heard. No other or further notice of the Sale Motion, the Purchase
17 Agreement, the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be
18 required.

19 F. The disclosures made by the Debtors concerning the Sale Motion, the Purchase
20 Agreement, the Sale, and the Sale Hearing were good, complete and adequate.

21 G. **Opportunity to Object.** A reasonable opportunity to object and/or be heard
22 regarding the requested relief has been afforded to all creditors of the Debtors and other parties in
23 interest in the Chapter 11 Cases, including, without limitation, the following: (i) the United States
24 Trustee for Region 17; (ii) all of the Debtors’ creditors; (iii) various federal, state, county and city
25 tax and regulatory authorities; (iv) local, state and federal authorities and agencies that have issued
26 licenses, permits, rights of way, or other rights or interests to the Debtors with respect to the
27 operation and use of the Purchased Assets; (v) Debtors’ equity security holders and other parties in
28 interest and stakeholders; and (vi) all parties requesting notice pursuant to Bankruptcy Rule 2002.

1 H. **Title in the Purchased Assets.** The Purchased Assets constitute property of the
 2 Debtors' bankruptcy estates and title thereto is vested in the Debtors' estates within the meaning of
 3 Section 541(a). The Debtors are the sole and lawful owners of the Purchased Assets.

4 I. **Business Justification.** The Debtors have demonstrated a sufficient basis and
 5 compelling circumstances for a sale of the Purchased Assets to the Buyer pursuant to the terms and
 6 conditions of the Purchase Agreement as a valid exercise of Debtors' business judgment pursuant
 7 to Section 363(b). Such action is an appropriate exercise of the Debtors' business judgment and in
 8 the best interest of the Debtors, their estates, their creditors, and other parties in interest, including
 9 Debtors' equity security holders.

10 J. **Opportunity to Bid.** The Debtors and their professionals marketed the Purchased
 11 Assets appropriately and conducted the marketing and sale process in good faith without collusion.
 12 The marketing process conducted pursuant to the *Order Approving Bidding Procedures for the Sale*
 13 *of Property Pursuant to 11 U.S.C. §§ 105, 363, and 365 of the Bankruptcy Code and Bankruptcy*
 14 *Rules 2002 and 6004* (ECF No. 137, Ex. 1; ECF No. 151, Ex. 1) (the "**Bidding Procedures Order**")
 15 was fair in substance and procedure and afforded a full and fair opportunity for any person or entity
 16 to make a higher or otherwise better offer to purchase the Purchased Assets. Based upon the record
 17 of these proceedings, all creditors of the Debtors, other parties in interest in the Chapter 11 Cases,
 18 and all prospective bidders have been afforded a reasonable and fair opportunity to bid and compete
 19 against the Buyer for the Purchased Assets.

20 K. **Highest or Otherwise Best Offer.** The Purchase Agreement memorializing the
 21 results of the Auction constitutes the highest and best offer for the Purchased Assets and constitutes
 22 a valid and sound exercise of the Debtors' business judgment. The total consideration provided by
 23 the Buyer for the Purchased Assets is the highest and otherwise best offer for the Purchased Assets
 24 received by the Debtors, taking into consideration the Purchase Price the likelihood of closing, and
 25 the Buyer's ability to obtain governmental approvals or avoid the need for governmental approvals.

26 L. **Good Faith Buyer.** The Purchase Agreement and the Sale have been negotiated by
 27 the Debtors and the Buyer (and their respective affiliates and representatives) in good faith, at arm's
 28 length, and without collusion or fraud, pursuant to Section 363(m). The terms and conditions of the

Purchase Agreement, including the total consideration to be paid by the Buyer to the Debtors pursuant to the Purchase Agreement, are fair and reasonable, and the Sale is in the best interest of the Debtors, their creditors, other parties in interest in the Chapter 11 Cases, including Debtors' equity security holders, and Debtors' bankruptcy estates. Pursuant to the terms of this Sale Order, the Buyer is hereby conferred, awarded, and/or otherwise assigned the protections of Section 363(m) as a good faith purchaser within the meaning, and having satisfied all statutory requirements, of that Section.

M. The Buyer has acted in good faith in its negotiations with the Debtors and in submitting and pursuing its bid at the May 5, 2026 Auction and will be acting in good faith, consummating the Sale in accordance with the laws of the State of Nevada after entry of this Sale Order.

N. **Corporate Power and Authority**. Subject only to the entry of this Sale Order, the Debtors have full corporate power and authority to execute and deliver the Purchase Agreement and to perform all of their respective obligations thereunder, and the sale of the Purchased Assets is duly and validly authorized by all corporate authority necessary to consummate the Sale. No consents or approvals, other than as expressly provided for in the Purchase Agreement and the entry of this Sale Order (including any otherwise applicable regulatory approvals), are required by the Debtors to consummate the Sale.

O. **Free and Clear**. The Buyer would not have participated in the Auction if the sale of the Purchased Assets were to be transferred to it other than free and clear of (i) all liens, claims,⁴ interests and encumbrances (the "**Encumbrances**") and (ii) all liabilities and obligations relating to the Purchased Assets arising prior to the Closing Date and all liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise of the Debtors or any of Debtors' affiliates, including any successor liability claims ("**Excluded Liabilities**"), pursuant to Section 363(f). A sale of the Purchased Assets other than one free and clear of all Encumbrances and Excluded Liabilities would adversely impact the Debtors' bankruptcy estates, and would yield

⁴ The term "claims" shall have the meaning ascribed thereto in Section 101(5) of the Bankruptcy Code.

1 substantially less value for the Debtors' bankruptcy estates, with less certainty than the Sale.
2 Therefore, the Sale contemplated by the Purchase Agreement is in the best interests of the Debtors,
3 their bankruptcy estates and creditors, and all other parties in interest, including Debtors' equity
4 security holders.

5 P. **Satisfaction of 363(f) Standards.** The Debtors may sell and assign the Purchased
6 Assets free and clear of all Encumbrances and Excluded Liabilities, because, with respect to each
7 creditor asserting an Encumbrance or Excluded Liability, one or more of the standards set forth in
8 Sections 363(f)(1)-(5) has been satisfied. Those holders of Encumbrances or Excluded Liabilities
9 who did not object or who withdrew their objections to the Sale are deemed to have consented to
10 the Sale Motion and the sale and assignment of the Purchased Assets to the Buyer pursuant to
11 Section 363(f)(2). Those holders of Encumbrances or Excluded Liabilities who did object fall within
12 one or more of the other subsections of Section 363(f) and are adequately protected by having their
13 Encumbrances or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately
14 attributable to the Purchased Assets in which such holders allege an Encumbrance or Excluded
15 Liability in the same order of priority, with the same validity, force and effect that such holder had
16 prior to the Sale, and subject to any claims and defenses the Debtors and their bankruptcy estates
17 may possess with respect thereto.

18 Q. **No Successor Liability.** The transactions contemplated under the Purchase
19 Agreement do not amount to a consolidation, merger, or de facto merger of the Buyer with the
20 Debtors and/or the Debtors' bankruptcy estates, there is not substantial continuity between the Buyer
21 and the Debtors, there is no common identity between the Debtors and the Buyer, there is no
22 continuity of enterprise between the Debtors and the Buyer, the Buyer is not a mere continuation of
23 the Debtors or their bankruptcy estates, and the Buyer does not constitute a successor to the Debtors
24 or their bankruptcy estates. The Buyer would not have acquired the Purchased Assets but for the
25 foregoing protections against potential claims based upon "successor liability" or similar theories.

26 R. **No Fraudulent Transfer.** The Sale is not for the purpose of hindering, delaying or
27 defrauding creditors in violation of the Bankruptcy Code or the other laws of the United States, or
28 the laws of any state, territory, or possession or the District of Columbia. Neither the Debtors nor

the Buyer have entered into the Purchase Agreement or is consummating the Sale with any fraudulent intent or otherwise improper purpose.

S. **Fair Consideration**. The consideration provided for in the Sale constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Section 548 or any similar state or federal law), and fair consideration under the Bankruptcy Code and other laws of the United States, and the laws of any state, territory, or possession or the District of Columbia.

T. **Compliance with Bankruptcy Code**. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation Sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) and all of the applicable requirements of such Sections have been or will be complied with in respect of the Sale as of the Closing Date.

U. **Sale transaction Not a Sub Rosa Plan**. The sale and assignment of the Purchased Assets outside of a plan of reorganization pursuant to the Purchase Agreement and this Sale Order neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* Chapter 11 plan.

V. The Sale contemplated by the Purchase Agreement is in the best interest of the Debtors, their bankruptcy estates and creditors, and all other parties in interest in the Chapter 11 Cases; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted**. The relief requested in the Sale Motion is hereby granted as set forth in this Sale Order.

2. **Objections Overruled**. All objections and responses to the Sale Motion, if any, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

1 3. **Notice.** Notice of the Sale Motion, the Sale Hearing, and the Sale were adequate,
2 fair, and equitable under the circumstances and complied in all respects with the requirements of
3 due process and Sections 102(1), 363 and 365, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007
4 and LR 6004.

5 4. **Approval.** The Purchase Agreement reflecting the results of the Auction is hereby
6 approved and authorized in all respects and shall be deemed in full force and effect, and the Debtors
7 and Buyer are hereby authorized, empowered and directed to fully perform under, consummate, and
8 implement the terms of the Purchase Agreement, and to execute, deliver and perform under any and
9 all additional instruments and documents that may be reasonably necessary or desirable to
10 implement and effectuate the terms of the Purchase Agreement and this Sale Order, and to take all
11 further actions as may reasonably be requested by the Debtors or Buyer for the purpose of assigning,
12 transferring, granting, conveying, and conferring to the Buyer or reducing to possession any or all
13 of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors'
14 obligations as contemplated by the Purchase Agreement, without any further corporate action or
15 orders of the Court.

16 5. The Debtors are authorized and empowered to cause to be filed with the secretary of
17 state of any state or other applicable officials of any applicable governmental units, any and all
18 certificates, agreements, or amendments necessary or appropriate to effectuate the Sale
19 contemplated by the Purchase Agreement, any related agreements, and this Sale Order, and all such
20 other actions, filings, or recordings as may be required under appropriate provisions of the
21 applicable laws of all applicable governmental units or as any of the officers of the Debtors may
22 determine are necessary or appropriate. The execution of any such document or the taking of any
23 such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to
24 so act.

25 6. The Debtors are hereby authorized and directed to cooperate with the Buyer as
26 reasonably requested by the Buyer and take all actions and execute all documents which the Buyer
27 reasonably and in good faith determines are necessary or desirable to ensure that the Sale is
28 consummated in accordance with the Purchase Agreement and the Debtors are authorized to make

1 such modifications or supplements to any bill of sale or other document or instrument executed or
2 to be executed in connection with the Closing to facilitate such consummation as contemplated by
3 the Purchase Agreement.

4 7. **Valid Transfer**. Effective as of the Closing Date, the sale and assignment of the
5 Purchased Assets to the Buyer (i) shall constitute a legal, valid and effective transfer of the
6 Purchased Assets notwithstanding any requirement for approval or consent by any person, except
7 as otherwise expressly provided in this Sale Order and (ii) shall vest the Buyer with all right, title,
8 and interest of the Debtors and their bankruptcy estates in and to the Purchased Assets, free and
9 clear of Encumbrances and Excluded Liabilities pursuant to Section 363(f), and the Buyer is hereby
10 authorized to freely own and operate the Purchased Assets following such sale and assignment.
11 Upon the occurrence of the Closing Date, this Sale Order shall be considered and constitute for all
12 purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets
13 to the Buyer pursuant to the Purchase Agreement and/or a bill of sale or assignment transferring
14 indefeasible title and interest in the Purchased Assets, and all other rights and interests associated
15 with or appurtenant to the Purchased Assets, including, without limitation, warranty rights, and other
16 non-executory contract rights, to the Buyer all to the extent set forth in the Purchase Agreement.

17 8. **Free and Clear**. Except to the extent specifically provided in the Purchase
18 Agreement or in this Sale Order, upon the occurrence of the Closing, the Debtors shall be, and
19 hereby are, authorized, empowered, and directed, pursuant to Sections 105, 363(b) and 363(f), to
20 sell, assign, convey, and transfer the Purchased Assets to the Buyer. Except to the extent specifically
21 provided in the Purchase Agreement or in this Sale Order, the sale and assignment of the Purchased
22 Assets to the Buyer pursuant to the Purchase Agreement vests the Buyer with all right, title and
23 interest of the Debtors and their bankruptcy estates in and to such Purchased Assets free and clear
24 of any and all Encumbrances, Excluded Liabilities, and other liabilities of any kind or nature
25 whatsoever, whether known or unknown as of the Closing Date, now existing or hereafter arising,
26 legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated,
27 whether imposed by agreement, understanding, law, equity, or otherwise, with all such
28 Encumbrances and Excluded Liabilities to attach only to the proceeds derived from the Sale of the

Purchased Assets with the same priority, validity, force, and effect as they now have in or against such Purchased Assets. The Sale Motion shall be deemed to provide sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Encumbrances and Excluded Liabilities in accordance with LR 6004. Following the Closing Date no holder of any Encumbrance, Excluded Liabilities, and other liabilities of any kind or nature whatsoever on the Purchased Assets may interfere with the Buyer's enjoyment of the Purchased Assets based on or related to such Encumbrances, Excluded Liabilities, and other liabilities of any kind or nature whatsoever or any actions that the Debtors may take or fail to take in these Chapter 11 Cases, and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

9. In addition to the definition of Encumbrance set forth above in Paragraph O of this Order, the term "**Encumbrance**" as used in this Sale Order shall include, without limitation, all liens, interests, rights, encumbrances, rights of offset, recoupment rights, restrictions, leases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in respect of the Debtors or any property of the Debtors, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected.

10. **Order Self-Executing.** The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Encumbrances and Excluded Liabilities shall be self-executing, and the Debtors and the Buyer are authorized but shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

11. **Authorization to Government Agencies.** Each and every governmental authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state,

1 federal, state, and local official, and any other persons and entity who may be required by operation
2 of law, the duties of their office or contract, to accept, file, register, or otherwise record or release
3 any documents or instruments or who may be required to report or insure any title in or to the
4 Purchased Assets, is hereby authorized to accept any and all documents and instruments necessary
5 and appropriate to consummate the Sale contemplated by the Purchase Agreement or this Sale
6 Order. All such entities described above in this paragraph are authorized to strike all recorded
7 Encumbrances against the Purchased Assets from their records, official and otherwise. Any and all
8 transfers of the Purchased Assets hereby or the recording of any deed or other instrument in
9 accordance with this Sale Order shall be free and clear of any and all stamp, real property transfer,
10 or similar taxes imposed upon the making or delivery of any instrument of transfer pursuant to
11 Section 1146(c).

12 12. **Binding Order.** This Sale Order and the Purchase Agreement shall be binding upon
13 and govern the acts of all persons and entities, including, without limitation, the Debtors, the Buyer,
14 and their respective successors and permitted assigns, including, without limitation, any Chapter 11
15 trustee hereinafter appointed for the Debtors' bankruptcy estates or any trustee appointed in any
16 Chapter 7 cases if these Chapter 11 Cases converted from Chapter 11, all creditors of any Debtors
17 (whether known or unknown), all governmental authorities, filing agents, filing officers, title agents,
18 recording agencies, governmental departments, secretaries of state, federal, state, and local officials,
19 and all other persons and entities who may be required by operation of law, the duties of their office
20 or contract, to accept, file, register, or otherwise record or release any documents or instruments or
21 who may be required to report or insure any title in or to the Purchased Assets. The Purchase
22 Agreement and the Sale shall not be subject to rejection or avoidance under any circumstances. This
23 Sale Order and the Purchase Agreement shall inure to the benefit of the Debtors, their bankruptcy
24 estates, the Buyer and their respective successors and assigns.

25 13. **Retention of Jurisdiction.** The Court shall retain exclusive jurisdiction to (a)
26 interpret, implement and enforce the terms and provisions of this Sale Order and the Purchase
27 Agreement, including all amendments thereto and any waivers and consents thereunder and each of
28 the agreements executed in connection therewith, in all respects, (b) decide any disputes concerning

1 this Sale Order and the Purchase Agreement, or the rights and duties of the parties hereunder or
2 thereunder or any issues relating to the Purchase Agreement and this Sale Order including, but not
3 limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status,
4 nature, and extent of the Purchased Assets and all issues and disputes arising in connection with the
5 relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all
6 Encumbrances, Excluded Liabilities, and other liabilities of any kind or nature whatsoever and (c)
7 enforce the injunctions set forth herein.

8 14. **Subsequent Plan Provisions.** Nothing contained in any Chapter 11 plan confirmed
9 in the Debtors' Chapter 11 Cases or any order confirming any such plan or any other order in the
10 Debtors' Chapter 11 Cases (including any order entered after any conversion of this case or any of
11 the Chapter 11 Cases into a case under Chapter 7 of the Bankruptcy Code) shall alter, conflict with,
12 or derogate from, the provisions of the Purchase Agreement or this Sale Order and, to the extent of
13 any such conflict, the terms of this Sale Order and the Purchase Agreement shall control. Buyer
14 qualifies as a good faith purchaser of the Purchased Assets and is entitled to the protections of
15 Section 363(m).

16 15. **Further Assurances.** From time to time, as and when requested by the other, the
17 Debtors and the Buyer, as the case may be, shall execute and deliver, or cause to be executed and
18 delivered, all such documents and instruments and shall take, or cause to be taken, all such further
19 or other actions as such other party may reasonably deem necessary or desirable to consummate the
20 Sale, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise,
21 in the Buyer its right, title and interest in and to the Purchased Assets, subject to the provisions of
22 the Purchase Agreement.

23 16. **Other Provisions.** Notwithstanding any provision in this Sale Order or the Purchase
24 Agreement, nothing: (1) releases, nullifies, precludes, or enjoins the enforcement of any police or
25 regulatory power; (2) confers exclusive jurisdiction to the Court with respect to claims, interests and
26 causes of action of governmental units, except to the extent set forth in 28 U.S.C. § 1334 (as limited
27 by any other provisions of the United States Code); or (3) expands the scope of 11 U.S.C. § 525.
28 Any stays of this Sale Order, including those fourteen-day stays set forth under Bankruptcy Rules

6004 and 6006, are hereby waived, and the Sale Order is hereby rendered unstayed, effective, operative, and immediately enforceable upon its entry.

17. **Governing Terms**. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the Bidding Procedures Order or any other prior order or pleading in these Chapter 11 Cases, or the terms of the Purchase Agreement (including all ancillary documents executed in connection with such agreements), this Sale Order shall govern.

18. **Headings**. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

IT IS SO ORDERED.

Prepared and submitted by:

SCHWARTZ, PLLC

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq.

Athanasios E. Agelakopoulos, Esq.

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Las Vegas, NV 89101

Attorneys for the Debtors

LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that:

- ☐ The court has waived the requirement set forth in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☒ I have delivered a copy of this proposed order to all counsel and any unrepresented parties who appeared at the hearing, except those as to whom review was waived on the record at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated above.

~~Approved/Disapproved/Waived Signature~~

/s/ Jared A. Day

Jared A. Day, Esq.
Trial Attorney for the United States Trustee

~~Approved/Disapproved/Waived Signature~~

/s/ Jeffrey R. Hall

Jeffrey R. Hall, Esq.⁵
Attorney for Peteglo, LLC

~~Approved/Disapproved/Waived Signature~~

/s/ Michael R. Hogue

Michael R. Hogue, Esq.
Attorney for Lucky Cab Co.

~~Approved/Disapproved/Waived Signature~~

/s/ Ryan A. Andersen

Ryan A. Andersen, Esq.
Attorney for Julie Chenoweth and Lisa Chenoweth

~~Approved/Disapproved/Waived Signature~~

Robert E. Opdyke, Esq.
Attorney for Rice, Reuther, Sullivan, & Carroll, LLP

⁵ Mr. Hall expressed an interest in reviewing the Draft Order following the hearing.

☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

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