

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

Cartwheel Robotics, Inc.,

Debtor.

Case No. 26-50278-HLB

AUTONOMOUS OPS INC RESPONSE TO SUBPOENA
AND SUMMARY OF INFORMATION AVAILABLE

Submitted by:

Autonomous Ops, Inc.

By: William LaValley, President

Autonomous Ops, Inc.
William (Bill) LaValley
6127 Reno Hwy, Fallon NV 89406
415-254-6409

June 3, 2026

Bradley G. Sims
Chapter 7 Trustee
1344 Disc Dr #1138
Sparks, NV 89436

Response to:
trustee@trusteesims.com

RE: In re CARTWHEEL ROBOTICS INC. (26-50278-hlb)

To whom it may concern

In reference to your communique of April 24 2026; the second line starting “based on representations made on the record in the above reference bankruptcy case that Autonomous OPS, Inc. is in possession, custody, control of assets and records of the debtor Cartwheel Robotics, Inc and or has asserted an interest in such assets arising from an alleged secure transaction and foreclosure.” This is an erroneous assertion; Autonomous Ops, Inc. has no documents, records controls, assets or transactions from Cartwheel Robotics Inc.

On November 26, 2021, Autonomous OPS, Inc. entered into a lease agreement with cartwheel robotics for approximately 250 square foot building for \$220 per month. See attached “2021-11-26 Cartwheel Lease #1”.

On March 14th, 2022, Autonomous OPS, Inc. entered into a lease with Cartwheel Robotics for 4,000 square feet of high bay insulated development facility with heat pump heating/cooling, referred to as Building #2 at the property address of 6127 Reno Hwy Fallon, NV. The lease was prepared by the Cartwheel Attorney, Craig Macy. See attached “2022-03-14 Cartwheel Lease #2”.

On March 28, 2024, Autonomous OPS, Inc. deeded the property at 6127 of Reno highway, along with all associated agreements, to a newly formed LLC called 6127 Reno Hwy LLC. See “2024-03-29 Grant Deed to 6127 Reno Hwy LLC”.

Just as a note, Autonomous OPS Inc. was formed in the early 2000s as a small engineering firm with no employees, other than me, providing services to various US corporations. I have retired from providing engineering services (I’m 81). My wife and I have majority interest in Autonomous OPS, Inc. Autonomous OPS Inc. is still an active business with business license paid up to date with the state of Nevada. My

wife operates Vintage Ops a DBA. Vintage Ops print greeting cards and flour sack dish towels, I create the artwork (my retirement job).

The above information is provided as basic foundation to better understand Autonomous OPS Inc. and that it has no relevance to Cartwheel Robotics following its transfer of assets to 6127 Reno Hwy LLC.

Any additional information, responding in detail to the subpoena, would represent undue burden.

Sincerely,

A handwritten signature in black ink, appearing to read "William Lavalley", with a long horizontal flourish extending to the right.

William (Bill) Lavalley
President, Autonomous Ops, Inc.

Exhibit List

Exhibit A	2021-11-26 Cartwheel Lease #1
Exhibit B	2022-03-14 Cartwheel Lease #2
Exhibit C	2024-03-29 Grant Deed to 6127 Reno Hwy LLC

Exhibit A

LEASE AGREEMENT

Tenant/Lessee

Cartwheel Robotics, Inc

Landlord/Lessor

Autonomous Ops, Inc.

The Landlord hereby agrees to lease the property located in:

6127 Reno Hwy

Fallon, NV 89406

250 sq ft building

The lease period shall be for one year, beginning November 26, 2021 and shall end and may be renewable one year thereafter, on the agreed amount of \$220 to be paid monthly, and the amount of \$36.67 to be paid upon the execution of this Agreement for the partial month of November.

Term and Conditions**1. Use of Property**

The Property leased shall only be used as an administrative office.

2. Utilities

All utilities will be paid by the Landlord.

3. Furnishings

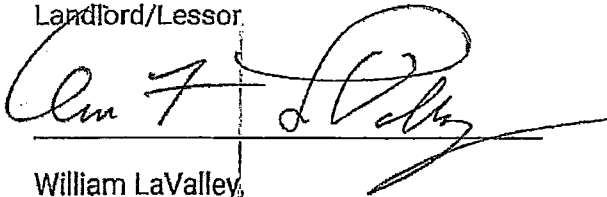
The leased premises do not contain any furnishings.

4. Acknowledgment

The parties hereby acknowledge and understand the terms herein set forth in this Agreement.

Signed on this 26 day of November, 2021.

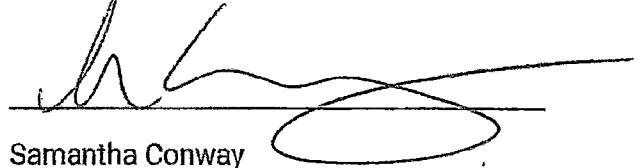
Landlord/Lessor



William LaValley,

President, Autonomous Ops, Inc.

Tenant/Lessee



Samantha Conway

Secretary, Cartwheel Robotics, Inc.

Exhibit B

LEASE AGREEMENT

THIS LEASE made and entered into as of the date set forth on the signature page by and between "**Autonomous Ops, Inc**", hereinafter referred to as LESSOR and "**Cartwheel Robotics, Inc**", hereinafter referred to as LESSEE without regard to number and gender.

RECITALS

Lessee desires to lease 6127 Reno Hwy (4000 sq ft) upon the terms and conditions set forth in this Lease.

Lessee and Lessor desire to enter into this Lease to memorialize their understanding of the lease of a portion of the Premises.

WITNESSETH

In consideration of the mutual promises of both parties and other good and valuable consideration as hereafter set forth, the parties hereto covenant and agree as follows:

LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, the following described property hereinafter referred to as "the premises":

6127 Reno Hwy – 4,000 sq ft

TERM: LESSEE shall be permitted to possess the Premises on a month-to-month arrangement starting on the 1st day of April, 2022 and ending upon a notice delivered 30 days from either Party to the other Party before the next rent payment due date. First and last month rent is due upon signing this agreement.

2. **RENTAL:** As rental for the premises LESSEE agrees to pay LESSOR payable in advance, on or before the 1st of each month in lawful money of the United States of America, as follows:

\$6,000 per month

Rent shall be paid to LESSOR at: **6127 Reno Hwy, Fallon, NV 89406** or at any such other place or places as LESSOR may from time to time direct. In the event rent is not paid within five (5) days after due date, LESSEE also agrees to pay a separate late fee of ten percent (10%). LESSEE also agrees to pay separate and apart from any late charge Twenty-Five & 00/100 Dollars (\$25.00) for each dishonored check.

3. **THE USE OF PREMISES:** The premises are leased to LESSEE for use as **assembly and design work** and any change of said use shall not be made unless such change of use is lawful, and LESSEE first obtains the written consent of LESSOR. LESSEE will not use the premises for any illegal trade, manufacturing, or other business, or in violation of any law, statute, ordinance, rule, regulation of any governmental entity.

4. **REPAIRS AND MAINTENANCE:** Upon written notice from LESSEE, LESSOR will make at its sole expense, all necessary structural repairs to the roof, foundation, exterior walls and any load bearing interior walls of the premises and

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LESSOR LESSEE

underground utilities.

LESSOR shall be responsible for maintenance of common areas, restrooms, plumbing, electrical wiring, lighting, snow removal, windows, heating, and air conditioning.

Except for the repairs, LESSOR is specifically obligated to make under the previous paragraph, LESSEE will make all repairs to the premises which are necessary or desirable to keep the premises in good repair and in a safe, dry and tenable condition.

5. **ALTERATIONS, LIENS, ENCUMBRANCES AND REPAIRS:** LESSEE will not make any permanent alterations, additions, improvements, or repairs in the premises without first obtaining the consent of the LESSOR in writing. All alterations, additions, and improvements which are made, will be at the sole cost and expense of LESSEE, and will become the property of LESSOR, at the termination of this lease. If the LESSEE performs the work with the consent of LESSOR, LESSEE agrees to comply with all laws, ordinances, rules and regulations of the local agencies having jurisdiction hereof. The LESSEE further agrees to hold the LESSOR free and harmless from all damage, loss or expense arising out of said work. SUBESSEE agrees to keep and maintain the leased premises free from any liens or encumbrances caused by any act of the LESSEE.
6. **ENTRY AND INSPECTION:** LESSEE will permit LESSOR and its agents, upon reasonable notice of not less than 24 hours, to enter the premises during normal business hours and for any reasonable purpose, including, but not limited to: inspections to show the premises to prospective purchasers or LESSEES; to post notices of non-responsibility for alterations, additions, repair of utility installations; for the purpose of placing upon the property or building in which said premises are located any ordinary "for sale" or "for lease" sign.
7. **INDEMNIFICATION:** LESSEE agrees to indemnify and hold harmless LESSOR for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of LESSEE except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired or provided by LESSOR, or when such injury or damage is the result of LESSOR'S negligent act and/or willful misconduct.

LESSOR agrees to indemnify and hold harmless LESSEE for any risk of loss, injury or damage of any kind or nature to the Property, Building, or its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessor except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired, or provided by Lessee, or when such injury or damage is a result of LESSEE'S negligent act and/or willful misconduct.
8. **WAIVER OF SUBROGATION:** LESSOR and LESSEE hereby release each other from any and all claims or demands for damages, loss, or injury to the premises or to the furnishings, fixtures and equipment, or inventory or other property of either LESSOR or LESSEE in, about or upon the premises, which may be caused by or result from events which are the subject of insurance carried by the respective parties and in force at the time of any such loss to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.
9. **REAL AND PERSONAL PROPERTY TAXES:** LESSEE will be liable for all taxes levied against personal property and trade fixtures on or about the premises, without restriction or limitation. If any such taxes on LESSEE's personal property or trade fixtures are levied against LESSOR's property or if the value of LESSOR'S premises is increased by the inclusion of a

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LESSOR LESSEE

value placed on LESSEE'S property, LESSOR may pay the taxes or the proportionate increase in appraised value whether the levy is on or not and LESSEE will reimburse LESSOR for said taxes or the proportionate increase result from the increased value.

10. **DEFAULT:**

A. DEFINITION OF DEFAULT: Each of the following events shall constitute a default:

- (1) Insolvency, including an assignment for the benefit of creditors; filing or acquiescing to a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings.
- (2) Assignment by operation of law.
- (3) Vacating the premises without the intent to return.
- (4) Refusing to take possession of the premises or permitting the premises to remain unoccupied and unattended.
- (5) Failure to pay any installment of rent or any other charge required to be paid by LESSEE under this lease when due and payable and failure shall continue for ten (10) days after written notice.
- (6) Failure to perform any other condition required to be performed by LESSEE under this lease and the failure shall continue for fifteen (15) days after written notice.

B. EFFECT OF DEFAULT: If a default occurs, LESSOR may give LESSEE a notice of intention to cancel this lease at the expiration of the time specified in the notice, at the expiration of the notice period, the term of this lease shall end. LESSEE must then quit and surrender the premises to LESSOR. LESSEE's liability under all of the provisions of this lease will continue until the date of termination notwithstanding any expiration and surrender, or reentry, repossession or disposition pursuant to the following paragraph. LESSOR shall be entitled to retain all fixtures, and all tenant improvement items.

If the term of this lease expires, LESSOR or its agents or employees may immediately or anytime thereafter re-enter the premises and remove LESSEE, LESSEE'S agents, any subtenants, any licensees, any concessionaires and any invitees, and any of its or their property from the premises. Re-entry and removal may be effectuated by summary dispossession proceedings or by a suitable action or proceeding at law, by force, or otherwise. If the term of this lease expires, LESSOR may repossess and enjoy the premises. LESSOR will be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by LESSEE or proceedings for forcible entry and detainer, LESSEE's liability will survive LESSOR's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

C. DEFICIENCY: If this lease is canceled pursuant to (B) above, LESSEE will remain liable [in addition to accrued liabilities] to the extent legally permissible of the rent and all other charges LESSEE would be required to pay until the date this lease would have expired had such cancellation not occurred, LESSEE's liability for rent shall continue notwithstanding reentry or repossession of the premises by LESSOR, provided that LESSOR will not be entitled to double recovery.

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LESSOR LESSEE

- D. **ATTORNEY'S FEES AND COSTS:** LESSEE will pay LESSOR reasonable attorney's fees and court costs incurred in lawsuit or action instituted by LESSOR to enforce any of the provisions of this lease.
- E. **LESSOR'S RIGHT TO RELET:** LESSOR may relet all or any part of the premises for all or any part of the unexpired portion of the term of this lease or for any longer period. LESSOR may accept any rental then obtainable; and agree to paint or make any special repairs alterations, and decorations for any new tenant as it may deem advisable. LESSOR will have a commercially reasonable obligation to relet or to attempt to relet the premises.
- F. **WAIVER OF REDEMPTION:** LESSEE hereby waives [to the extent legally permissible], for itself and all persons claiming by, through, or under it, any right of redemption for the restoration of the operations of this lease in case LESSEE is dispossessed for any cause, or in case LESSOR obtains possession of the premises as herein provided.
- G. **LESSOR MAY CURE LESSEE'S DEFAULT:** If LESSEE is in default under this lease, LESSOR may cure the default at anytime for LESSEE but will first provide SUBLESEE notice of its intention to do so. If LESSOR cures a default for LESSEE, LESSEE will reimburse LESSOR for any amount expended by LESSOR in connection with the cure. LESSOR will also be entitled to interest at rate of ten percent (10) % per annum on any amount advanced by LESSOR to cure a default of LESSEE from the date the expense is incurred to the date of reimbursement.
11. **DESTRUCTION OF THE PREMISES:** In case of partial destruction of the premises without fault, negligence or carelessness on the part of LESSEE, its agents, employees or those holding under it, the LESSOR may, at its option, repair such damage. The rent shall be reasonably abated and apportioned while said repair are being made. The LESSOR may, at its election, declare this lease ended, unless the LESSEE elected to make such repairs at its own expense, in which case repairs will remain upon said premises at the expiration of the terms hereof and become the property of the LESSOR.
12. **SALE OF PREMISES:** In the event of a sale or conveyance by LESSOR of the building containing the premises, LESSOR will be released from any future liability upon any of the covenants or conditions contained in this lease in favor of LESSEE. In such event, LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR. LESSOR may transfer any security deposits held from LESSEE to the purchaser of the reversion and thereupon LESSOR will be discharged from any further liability in reference thereto.
13. **CONDEMNATION:** If all of the demised premises is taken by eminent domain, condemnation, or purchase under threat thereof, except for a taking for temporary use, this lease will be canceled automatically as of the taking date. If a part of the premises is taken, LESSOR may cancel this lease. The option to cancel may be exercised within six (6) months of the taking date by giving LESSEE notice that the option has been exercised. If there is a taking of the premises of temporary use, this lease will continue in full force and effect and LESSEE will continue to comply with LESSEE's obligation under this lease, except to the extent compliance is rendered impossible or impracticable by reason of the taking. All compensation awarded upon the condemnation or taking will belong to the LESSOR. LESSEE hereby waives any interest in any condemnation proceeds or litigation.
14. **SUBORDINATION:** LESSEE agrees that this lease is and will subordinate to any mortgage, deed of trust or other instrument of security which have been or will be placed on the land and building or land or building of which the premises is part. Such subordination is hereby made effective without any further act by LESSEE. LESSEE agrees at any time, upon request by LESSOR, LESSOR to execute and deliver any instrument, release or other document that may be required in connection with subjecting and subordinating this lease to the lien of any mortgage, deed of trust or other instrument of security.

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 LESSOR LESSEE

This provision will be without effect unless and until the holder of the mortgage, deed of trust or other instrument of security in question delivers to LESSEE a written agreement providing, in effect, that so long as LESSEE is not in default in the observance of performance of any obligation to be observed or performed by it hereunder, LESSEE will not be disrupted in its possession of the premises hereunder.

15. **SURRENDER OF LEASE:** No act or conduct of LESSOR, whether consisting of the acceptance of the keys to the premises, or otherwise, shall be deemed to or constitute an acceptance of the surrender of the premises by LESSEE prior to the expiration of the term hereof. Acceptance by SUBESSOR of surrender by LESSEE must be evidenced by a written acknowledgement of acceptance of surrender by LESSOR. The voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, will not work a merger, and LESSOR may terminate all of any existing leases or subtenancies or concessions, or may at the option of LESSOR, operate as an assignment to him of any or all such leases or subtenancies or concessions.
16. **NOTICES:** Notices to the respective parties must be in writing and sent by certified or registered mail, addressed to the respective party at the address set out below, or at such other address as either party may elect to provide in advance in writing to the other party:

LESSOR: 6127 Reno Hwy, Fallon, NV 89406

LESSEE: 6127 Reno Hwy, Fallon, NV 89406

17. **WRITTEN CONSENT OF LESSOR:** In any case that requires the written consent of LESSOR, such consent will not be unreasonably withheld.
18. **ENTIRE AGREEMENT:** This instrument along with any exhibits and attachments hereto constitutes the entire agreement between the parties and this agreement may be altered, amended or revoked only by an instrument in writing signed by all the parties. It is understood that there are no oral no agreements between the parties hereto and that all previous, negotiations, discussions, between the parties hereto affecting this lease are superseded by this lease.
19. **SUCCESSOR AND ASSIGNS:** Except as otherwise provided, this lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs, and assigns.
20. **UTILITIES:** The following utilities, which are included in the rent, will be supplied to the premises by LESSOR:

Water, sewage, trash, and compressed air.

The following utilities, which are not included in the rent, will be supplied to the premises by LESSOR, and billed to the LESSEE:

Electricity and high-speed internet.

LESSEE will supply the following utilities to the premises as needed:

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LESSOR LESSEE

Janitorial service to the leased premises, any other utilities/services required, not covered above.

LESSOR will not be liable for failure to furnish any of the above services when such failure is caused by conditions beyond the control of LESSOR, or by accidents, repairs or strikes; nor will LESSOR be liable under any circumstances for loss or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the aforementioned services, unless caused by LESSOR.

21. **QUIET ENJOYMENT:** The LESSOR agrees that the LESSEE, paying rental provided herein, and observing all of the terms, conditions and provisions hereof, will quietly enjoy the premises for the full term of this lease. No use will be made or permitted to be made of the premises or any part thereof and no acts will be done therein which may disturb the quiet enjoyment of any other tenant in the building of which the premises are a part.
22. **ADDITIONAL COVENANTS:** N/A
23. **SEVERABILITY:** If any term of the lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this lease shall not be affected thereby, and each term and provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This lease was negotiated at arms length between the parties and shall not be construed against either party.
24. **TIME IS OF THE ESSENCE:** Time is of the essence in this lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to LESSEE.
25. **CUMULATIVE REMEDIES:** All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or equity.
26. **WAIVER:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or conditions shall not be deemed to be a waiver of any other covenant, term or condition. Acceptance by LESSOR of any performance by LESSEE after the time the same shall have become due shall not constitute a waiver by LESSOR of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by LESSOR in writing.
27. **FORCE MAJEURE:** Any delay or stoppage of business due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations or controls, enemy or hostile action, fire or other casualty, shall excuse the performance by such party for a period equal to any such delay.
28. **ESTOPPEL CERTIFICATES:** The LESSEE, within 10 days after notice from LESSOR, LESSOR shall execute and deliver to LESSOR, LESSOR, an Estoppel Certificate in the form requested by LESSOR. Failure to deliver the certificate within the 10 days shall be a default under the lease herein.

Please initial: SCL wfl
LESSOR LESSEE

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

DATED this Fourteenth day of March, 2022

LESSOR:

Cartwheel Robotics, Inc.

BY:

Scott LaValley

Printed Name: Scott LaValley

Its: CEO/Founder

Date: 3/14/2022

LESSEE:

Autonomous Ops, Inc.

BY:

William F LaValley

William F LaValley (Jun 8, 2022 11:48 PDT)

Printed Name: William F LaValley

Its: President

Date: 3/14/2022

Please initial:

SCL wfl

LESSOR LESSEE

2022.03.11 Fallon Lease Agreement

Final Audit Report

2022-06-08

Created:	2022-06-06
By:	Scott LaValley (scott.lavalley@cartwheelrobotics.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_4Jt1GctzJEZlypTzpVrP3zPmFpp4DSr

"2022.03.11 Fallon Lease Agreement" History

 Document created by Scott LaValley (scott.lavalley@cartwheelrobotics.com)

2022-06-06 - 9:41:03 PM GMT- IP address: 64.113.173.207

 Document emailed to William F LaValey (bill@a-ops.com) for signature

2022-06-06 - 9:41:37 PM GMT

 Email viewed by William F LaValey (bill@a-ops.com)

2022-06-08 - 6:43:03 PM GMT- IP address: 172.221.43.91

 Document e-signed by William F LaValey (bill@a-ops.com)

Signature Date: 2022-06-08 - 6:48:41 PM GMT - Time Source: server- IP address: 172.221.43.91

 Agreement completed.

2022-06-08 - 6:48:41 PM GMT

Exhibit C

3/29/2024 2:31 PM

Official Record

Requested by:

6127 RENO HIGHWAY LLC

Churchill County - NV

Tasha Hessey - Recorder

Pg 1 of 2 Fee: \$43.00

EX:1

Recorded By: ALAWRY

A. P. No. 008-573-06

R.P.T.T. \$ _____

When recorded mail to:

6127 RENO HWY, LLC

6127 Reno Highway

Fallon, NV 89406

Mail tax statements to:

Same as above

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

DEED

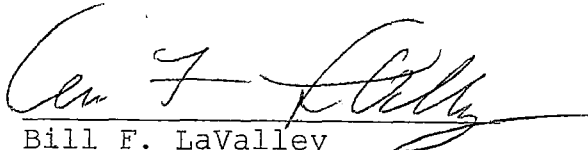
THIS INDENTURE WITNESSETH: That AUTONOMOUS OPS, INC, a Nevada corporation, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey to 6127 RENO HWY, LLC, a Nevada limited liability company, whose address is: 6127 Reno Highway, Fallon, NV 89406, all right, title and interest in that real property situate in the County of Churchill, State of Nevada, described as follows:

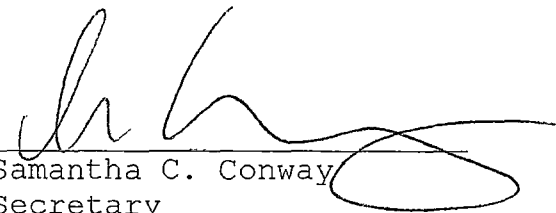
Parcel 1 of the Parcel Map for Arthur W. & Evelyn M. Yanez recorded May 21, 1986 under File No. 220172, Official Records, Churchill County, Nevada.

TOGETHER WITH all and singular the tenements,
hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

DATED March 28, 2024.

AUTONOMOUS OPS, INC., a
Nevada corporation

By: 
Bill F. LaValley
Its: President

By: 
Samantha C. Conway
Its: Secretary

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on
March 28, 2024, by BILL F. LAVALLEY, President, and
SAMANTHA C. CONWAY, Secretary for AUTONOMOUS OPS, INC., a
Nevada corporation.


Notary Public

