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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Attorneys for Debtors

In re:

POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]

Debtors.

Chapter 11

Case No. 26-18325

(Joint Administration Requested)

Hearing Date: TBD – Shortened Notice Requested

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING (I) THE CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, ON A LIMITED BASIS; (II) THE CONTINUED INTERIM USE OF A PNC OPERATING BANK ACCOUNT, CRYPTOCURRENCY EXCHANGE ACCOUNTS, RAMP CREDIT CARD ACCOUNT AND BUSINESS FORMS; AND (III) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

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Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession: Lonestar Dream Inc. ("LDI"); and Lonestar Taproot, LLC ("LST" and collectively, the "Debtors"), by and through their undersigned proposed counsel, hereby respectfully move (this "Motion") this Court, pursuant to sections §§ 105(a), 345, and 363 of the title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") and Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an interim order substantially in the form attached hereto as **Exhibit A** (the "Interim Order") and a final order substantially in the form attached hereto as **Exhibit B** (the "Final Order"): (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court (defined below) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the District of New Jersey* dated as of September 18, 2012. The Debtors hereby consent, pursuant to Bankruptcy Rule 7008, 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 final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are §§ 105, 345, and 363 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), and Rules 9013-1, and (b) 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

GENERAL FACTUAL AND PROCEDURAL BACKGROUND

4. On July 22, 2026 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Court"), thereby commencing the above-captioned cases (these "Cases" or these "Chapter 11 Cases"). The Debtors continue to manage their assets as debtors in possession. As of the filing of this Motion, no official committee of unsecured creditors or statutory committee has been appointed in the Debtors' Cases, and no request has been made for the appointment of a trustee or examiner.

5. Additional factual background regarding the Debtors' current and historical business operations and the events leading to these chapter 11 Cases is set forth in the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2 (the "First Day Declaration") filed substantially contemporaneously herewith and incorporated by reference herein.

6. As more fully set forth in the First Day Declaration, prior to July 10, 2026, the Debtors', LDI and LST, business activities included two core segments: (i) mining digital assets for their own account, and (ii) providing crypto equipment hosting services at their two Texas facilities for large-scale mining clients.

7. On July 10, 2026, the Debtors, LDI and LST, terminated their core business operations pursuant to an agreement with their customer.[2] Accordingly, the subject Debtors have discontinued mining and hosting services. The Debtors have retained a limited workforce necessary to preserve the value of the estates, maintain the safety and security of their assets and facilities, support the marketing and sale of the Debtors' assets, and administer these Chapter 11 Cases.

8. The Debtor, Poolin, previously conducted business in China as more fully set forth in the First Day Declaration. Poolin has not conducted active operations since 2021.

9. The Debtors, LDI and LST, are pursuing a sale of substantially all of their assets as further described in the First Day Declaration and the *Debtors' Motion Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 6004-1, 6004-2, and 9013-5 for entry of an order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (III) Approving Assumption and Assignment Procedures, (IV) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* (the "Sale Motion").

RELIEF REQUESTED AND SPECIFIC FACTUAL BACKGROUND

10. By this Motion and as further described below, the Debtors seek interim and final orders, pursuant to sections §§ 105(a), 345, and 363 of the Bankruptcy Codes and Bankruptcy Rules 6003 and 6004(h): (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or

[2] *See* Motion for approval of 9019 Settlement Agreement between Elektron and LDI filed substantially contemporaneously herewith.

freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting related relief. The Debtors respectfully request entry of interim relief on an emergency basis.

I. The Debtors' Cash Management System and Bank Accounts

11. A summary of the Debtors' Bank Accounts is set forth in the table below:

Account Type	Debtor /Owner	Description	Location	Last 4 Account Num.
Crypto Wallet	Poolin	This is a crypto wallet application account commonly referred to as "Mixin Messenger" ("Mixin") and operated by Mixin Ltd. On or about July 15, 2026, the account held TRX, the native digital asset of the TRON blockchain, worth approximately $286,000 USD (fluctuating daily).	Mixin Messenger	n/a
Primary Operating	LDI	This account is used to fund all of LDI's operations, including without limitation, accounts payable. On or about the Petition Date, this account had a balance of approximately $4,117,945.11.	PNC	7149
Clearing account for payroll/ payroll tax deductions	LDI	This account was used to disburse payroll and administer payroll deductions. This account was funded from LDI's primary operating account. This account has been closed.	PNC	5414
Primary Operating	LST	This account was used to fund all of LST's operations, including without limitation, accounts payable. This account has been closed	PNC	7157
Crypto Exchange	LDI	This account is used to receive, hold, manage, and convert cryptocurrency assets, including BTC, generated from LDI's ordinary course of business mining and hosting operations. On or about the Petition Date, this account had a balance of $0.	Coinbase	n/a
Crypto Exchange	LDI	This account is used to receive, hold, manage, and convert cryptocurrency assets, including	OpenNode	n/a

		BTC, generated from LDI's ordinary course of business mining and hosting operations. On or about the Petition Date, this account had a balance of $0.		

12. Historically, the Debtors cash management system, (the "Cash Management System") was comprised of three (3) primary bank accounts held at PNC Bank National Association ("PNC"), plus digital asset exchange accounts at Coinbase, Inc. ("Coinbase") and OpenNode, Inc. ("OpenNode" and all of the foregoing are, collectively, the "Bank Accounts" and each individually, is a "Bank Account").

A. The PNC Bank Accounts

13. Prior to the Petition Date, the Debtors closed PNC account 5414 (payroll account) and PNC account 7157 (LST Operating).

14. The Debtors intend to continue to use the LDI Primary Operating Account 7149 ("7149 Account") on a short, interim basis. The Debtors will convert the 7149 Account to a DIP account if permitted by PNC, or open a new DIP account with PNC, as soon as possible. [3]

15. Until the new DIP account is opened, (i) the Debtors intend to use the 7149 Account principally for collection of outstanding receivables, disbursement of ordinary course administrative expenses, and payroll, and (ii) the Debtors will provide an accounting every two weeks with respect to the 7149 Account to the United States Trustee, counsel for any statutory committee appointed in the case and upon reasonable request to other parties in interest.

16. The Debtors incur periodic service charges and other fees from the Banks in connection with maintaining the Cash Management System (collectively, the "Bank Fees"), which

[3] PNC Bank has been approved by the United States Trustee as an authorized depository institution for Region 3. *See generally*, https://www.justice.gov/d9/pages/attachments/2023/05/02/r03_authorized_depository.pdf.

are approximately $205 monthly. The Debtors believe they owe $112.50 on account of unbilled pre-petition Bank Fees as of the Petition Date. The Debtors respectfully request authority to pay any outstanding prepetition Bank Fees and post-petition Bank Fees in the ordinary course of business. If the Debtors are unable pay Bank Fees, the Banks may refuse to provide banking services, thereby disrupting the Debtors' operations and risking the Debtors' proposed sale. Such action would diminish the value of the Debtors' estates, causing harm to the Debtors' estates and their creditors.

B. Digital Currency Exchange Accounts

17. Historically, as part of its business operations, LDI received Bitcoin ("BTC") generated from its cryptocurrency mining and hosting activities. To hold, manage, and convert these digital asset proceeds, LDI has historically utilized accounts with Coinbase and, more recently, OpenNode.

18. More specifically, Coinbase is a digital asset platform headquartered in the United States and publicly traded on the Nasdaq Stock Market. Coinbase provides custody, wallet, exchange, and settlement services for digital assets, such as BTC, and is widely used by businesses and institutions that hold or transact in cryptocurrency. Historically, LDI's hosting clients deposited LDI's daily share of mined BTC into its Coinbase account. The Coinbase account functioned much like an operating account for digital assets, allowing LDI to securely receive, hold, and manage the BTC. LDI periodically sells the BTC through Coinbase and converts these digital assets into U.S. dollars. The resulting cash proceeds were then used to fund ordinary course operating expenses, including payroll, utilities, facility expenses, vendor payments, and other working capital needs. Coinbase charged transaction fees of approximately 0.25% in connection with these sales and conversions.

19. LDI's primary client, Elektron Energy (collectively with certain of its affiliates and subsidiaries, "Elektron"), requested that BTC mining proceeds be deposited through OpenNode rather than Coinbase. OpenNode is a BTC payment processing and settlement platform that enables businesses to receive and convert BTC into U.S. dollars. Like Coinbase, OpenNode serves as an operational platform for receiving and administering BTC proceeds generated through LDI's hosting service. OpenNode charges 0.30% on incoming BTC deposits but does not charge an additional fee to convert bitcoin into U.S. dollars. As a result, beginning in approximately May 2026, LDI began converting bitcoin proceeds directly through OpenNode rather than first transferring bitcoin to Coinbase for sale. This process reduced transaction costs, simplified the flow of funds, and improved overall operating efficiency.

20. The Coinbase and OpenNode accounts are not maintained for investment or speculative trading purposes. Rather, prior to July 10, 2026, they were operationally necessary components of the LDI's cash management system and served as the primary means by which LDI received, safeguarded, converted, and monetized cryptocurrency assets generated from its primary business activities—namely cryptocurrency mining.

21. For a relatively short period of time, continued access to and use of the Coinbase and OpenNode accounts (collectively, the "Exchange Accounts") are essential.

22. Poolin has digital assets of approximately $242,093 in its Mixin wallet account which must be liquidated and monetized through Coinbase to U.S. dollars. Upon completion of this task, the Coinbase account will be closed. It will not be used for any other purpose.

23. Likewise, for a time, maintaining the OpenNode account is essential to reconciling final balances with its primary customer, Elektron. As part of its settlement agreement with Elektron, LDI has agreed to work with Elektron toward a final reconciliation once utility charges

are finally billed by Texas New Mexico Power. The Debtors intend to close the OpenNode account immediately after the final reconciliation is concluded with Elektron. The OpenNode account will not be used for any other purpose.

24. The Debtors will provide an accounting every two weeks on their limited use of the Exchange Accounts to the United States Trustee, counsel for any committee appointed in the case and other parties in interest requesting same and/or as directed by the Court.

C. Ramp Credit Card Platform

25. In the ordinary course of business, LDI utilized a corporate card platform serviced by Ramp Business Corporation ("Ramp") to manage employee business expenses and day-to-day purchases. The platform allows authorized employees to purchase items necessary for business operations, including fuel, travel expenses, job site supplies, water, ice, small tools, and other field-related expenses, without requiring employees to use personal funds and seek reimbursement.

26. Ramp is not a traditional credit card program. Charges incurred through the platform are automatically paid from a bank account when due, and balances are not carried from month to month. The Ramp card is connected to a VISA Signature Business Account. Ramp was occasionally used to pay vendors that accepted credit card payments without additional processing fees. As of the date hereof, the Debtors have ceased, or intend to imminently cease, making payments to vendors through Ramp. Ramp's only purpose, post July 10, 2026, is to facilitate employee purchases to support wind-down operating expenses.

27. Ramp also provides important expense management and accounting controls. Employees are required to upload receipts and provide a business purpose for each transaction within three days of purchase. Transactions are reviewed and approved through the system and by accounting personnel, and cards may be suspended if documentation requirements are not met. This

process helps ensure proper oversight, timely expense reporting, compliance with company policies, and accurate recordkeeping.

28. In situations where employees incur approved business expenses using personal funds, reimbursement requests can also be submitted through the Ramp platform. The requests are reviewed and approved within the system, and approved reimbursements are processed through payroll, creating a centralized and well-documented record of employee expenses.

29. Continued access to Ramp is important to the Debtors' wind-down operations because it provides employees with an efficient and controlled method of making actual and necessary purchases in the ordinary course of business, reduces administrative burdens associated with employee reimbursements, and maintains a centralized system for tracking, documenting, and approving company expenses. In addition, LDI receives cashback rewards on qualifying purchases, which help offset a portion of its operating costs.

30. The Debtors will provide an accounting every two weeks on Ramp transactions and usage to the United States Trustee, counsel for any committee appointed in the case and other parties in interest requesting same and/or as directed by the Court.

II. The Debtors' Existing Check Stock, Stationary, Business Forms, and Records

31. As part of the Cash Management System, the Debtors use various preprinted business forms in the ordinary course of their business, including without limitation, correspondence, letterheads, deposit slips, checks, forms, invoices, and books and records (collectively, the "Business Forms"). The UST Guidelines require that the Banks print "Debtor in Possession" and the bankruptcy case number on checks issued after the Petition Date.

32. Until the Debtors' DIP account with PNC is opened, permitting the Debtors to use the existing Business Forms will minimize expenses to the Debtors' estates, reduce confusion on the part of employees, customers, vendors, and suppliers, and avoid any delay in conducting

business. The Debtors seek authority to continue using their prepetition printed existing stock without reference to the Debtors' status as "Debtors in Possession," until the DIP account with PNC is opened.

33. The Debtors have prepared communication materials for distribution to interested third parties that, among other things, will inform such parties of the commencement of these Chapter 11 Cases. The Debtors believe that these direct communications will provide adequate notice of the Debtors' status as debtors-in-possession. Accordingly, the Debtors request authority to continue to use their existing Business Forms.

BASIS FOR RELIEF REQUESTED

I. The Court Should Approve the Debtors' Continued Use of the Cash Management System and Open Bank and Digital Exchange Accounts, on a Limited Basis, as Essential to the Debtors' Sale and Winddown Efforts in These Chapter 11 Cases

34. The Office of the United States Trustee has established certain operating guidelines for debtors-in-possession (the "UST Guidelines"). Among other things, the UST Guidelines require debtors-in-possession to: (a) close all existing bank accounts and open new debtor-in-possession bank accounts at an authorized depository; (b) establish one debtor-in-possession account for all estate monies required for the payment of taxes, including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor-in-possession status of the chapter 11 debtors, including checks that bear the designation "debtor-in-possession" and reference the bankruptcy case number and type of account on such check; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. *See* Guidelines.

35. These requirements are intended to provide a clear demarcation between prepetition and post-petition transactions and prevent inadvertent payment of prepetition claims. Enforcement

of these provisions of the UST Guidelines in these Cases would cause substantial delays in the Debtors' ability to conduct their business early in the chapter 11 process. Additionally, the Debtors have already implemented controls to prevent the harms intended to be prevented by these UST Guidelines. The Debtors respectfully seek a waiver of these UST Guidelines as requested herein. Likewise, the Debtors seek authority to convert their existing 7149 Account to a "debtor-in-possession" account and to continue to utilize the account as necessary.

36. Continuation of the Cash Management System post-petition, on a limited basis as set forth herein, is permitted pursuant to section 363(c)(1) of the Bankruptcy Code. Section 363(c)(1) of the Bankruptcy Code authorizes the debtor-in-possession to "use property of the estate in the ordinary course of business without notice or a hearing." *See*, 11 U.S.C. § 363(c)(1). The purpose is to provide a debtor-in-possession "flexibility to engage in ordinary transactions" required to operate its business without unneeded oversight by its creditors or the court. *In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) ("Section 363 is designed to strike [a] balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate's assets.") (citations omitted); *In re Vision Metals, Inc.*, 325 B.R. 138, 145 (Bankr. D. Del. 2005) (same). Included within the scope of section 363(c) is a debtor's ability to continue the "routine transactions" necessitated by a debtor's cash management system. *See, e.g.*, *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (noting that courts have shown a reluctance to interfere in a debtor's routine, day-to-day business decisions) (citations omitted); *Vision Metals*, 325 B.R. at 142 ("[W]hen a chapter 11 debtor in possession continues to operate its business, as permitted by section 1108, no court authorization is necessary for the debtor to enter transactions that fall within the ordinary course of its business.").

37. Additionally, the Court may rely on its equitable powers to grant the relief requested herein. Section 105(a) of the Bankruptcy Code authorizes the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a) and the doctrine of necessity, the Court may exercise its broad grant of equitable powers to approve this Motion, including the payment of prepetition obligations, such as the Bank Fees, when such payment is essential to the continued operation of a debtor's business. *See*, *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 177 (Bankr. S.D.N.Y. 1989) (citing H.R. Rep. No. 95-595, at 16 (1977)); *see also*, *In re Lehman Brothers Holdings, Inc.*, 2008 WL 4902202, at *2 (Bankr. S.D.N.Y. Nov. 6, 2008) (court authorized the debtor to continue using their prepetition cash management system and bank accounts pursuant to sections 105(a) and 363(c) of the Bankruptcy Code); *In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for the payment of prepetition claims under the doctrine of necessity and noting that "[t]he Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of prepetition claims when such payment is necessary for the debtor's survival during chapter 11"). Therefore, it is within the Court's equitable power under section 105(a) to approve the continued use of the Cash Management System and payment of related prepetition and post-petition Bank Fees incurred in connection with the same.

38. Debtor's use of the existing Cash Management System, on a limited basis as set forth herein, including interim use of the 7149 Account and Exchange Accounts, constitutes an ordinary course and essential business practice. The Debtors' Cash Management System already in place serves to facilitate, among other things, the Debtors' ability to efficiently monitor and control funds, ensure cash availability, and reduce administrative costs through a centralized method of

coordinating the collection and payment of funds. Waiver of the relevant UST Guidelines is therefore appropriate in this case to enable the Debtors' pursuit of the sale process and orderly wind-down of business operations.

39. Alternatively, requiring the Debtors to adopt a new Cash Management System during these Chapter 11 Cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' winddown operations and sale process without affording proportionate estate benefits.

40. The Debtors will open their DIP operating account with PNC as soon as possible. The Debtors cannot open DIP accounts with Bitcoin or OpenNode. The Debtors will use the credit card account through the Ramp system on a limited basis as set forth herein.

41. The Debtors would otherwise be required to open entirely new accounts (some of which may not be possible as to the Exchange Accounts and Ramp system) and change all payment information with their business partners, causing not only delay, confusion, and disruption in the Debtors' operations, but also jeopardizing the Debtors' relationships with these third parties. This risks the Debtors' existence as a going concern. Ultimately, these adverse effects from the delay and expense of implementing a new Cash Management System would be borne by the Debtors' creditors and other stakeholders.

42. Maintaining the Cash Management System on a limited basis as set forth herein is therefore in the best interests of the Debtors' estates, creditors, and all parties in interest.

43. Courts in this and other districts have regularly allowed debtors in large chapter 11 cases to maintain their existing Cash Management Systems and such relief generally is non-controversial. *See, e.g.*, *In re Powin, LLC*, No. 25-16137 (MBK) (Bankr. D. N.J. July 15, 2025) (authorizing the debtors to continue using their prepetition Cash Management System); *In re BowFlex Inc.*, No. 24-12346 (ABA) (Bankr. D. N.J. March 28, 2024) (same); *In re Rite Aid Corp.*,

No. 23-18993 (MBK) (Bankr. D. N.J. Dec. 22, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D. N.J. July 28, 2023) (same); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D. N.J. June 27, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D. N.J. Jan. 17, 2023) (same); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Sept. 22, 2022) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. February 25, 2021); *In re Roman Catholic Diocese of Harrisburg*, No. 20-00599 (HWV) (Bankr. M.D. Pa. June 10, 2020); *In re TP RemainCo, LLC*, No. 20-11049 (LSS) (Bankr. D. Del. June 4, 2020).[4]

44. For the foregoing reasons, continuation of the Cash Management System, including the 7149 Account and Exchange Accounts, is necessary, appropriate, and in the best interests of the Debtors and the Debtors' estates, their creditors, and all other parties in interest in these Chapter 11 Cases and should be authorized pursuant to sections 363(c)(1) and 105(a) of the Bankruptcy Code.

A. The Debtors should be Authorized to Continue Use of Their Existing Business Forms

45. To avoid disruption and unnecessary expense, the Debtors request that they be authorized to continue to use the Business Forms substantially in the form existing immediately before the Petition Date, without reference to their status as debtors-in-possession. By virtue of the nature and scope of the Debtors' business operations, requiring the Debtors to use new business forms will increase the Debtors' costs, as well as create delays in the Debtors' operations which could critically hinder the Debtors' operations and reorganization efforts. To minimize expenses and disruption and delay to the estate, the Debtors request authority to continue to use all

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

correspondence and Business Forms (including, but not limited to, checks, letterhead, purchase orders, and invoices) as such forms were in existence immediately prior to the Petition Date; *provided however*, that upon opening of the DIP Account, the Debtors will obtain new business checks reflecting its status as "Debtor-in-Possession." In addition, to avoid any confusion, the current checks shall be stamped with the designation "Debtor-in- Possession, Case No." The Debtors will order new checks with a "Debtor-in-Possession" designation once the DIP account with PNC is opened. The Debtors submit that these efforts are prudent and sufficient to protect the interests of parties dealing with the Debtors on a post-petition basis, while avoiding unnecessary expenses and administrative delays at this critical time. Since parties doing business with the Debtors will be aware of the Debtors' status as a debtor-in-possession, changing business forms would be unnecessary and unduly burdensome.

46. Courts in this and other districts in the Third Circuit have allowed debtors to use their prepetition business forms without the "debtor-in-possession" label. *See, e.g., In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (authorizing debtors' continued use of preprinted check stock without a "Debtor in Possession" marking); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. July 28, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 27, 2023) (same); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 17, 2023) (same); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Sept. 22, 2022) (same).[5]

[5] Due to the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

B. The Court Should Authorize the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business and Prohibit Setoff or Freezing the Debtors' Cash

47. The Debtors request that the Court authorize and direct the Banks to receive, process, honor, and pay any and all checks, electronic fund transfers, credit cards, ACH payments, and other instructions, and drafts payable through, or drawn or directed on, such Bank Accounts after the Petition Date irrespective of whether such transactions are dated prior or subsequent to the Petition Date. The Debtors request, to the extent a Bank honors a prepetition check or other item drawn on any account that is the subject of this Motion, either at the direction of the Debtors or in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Bank will not be deemed liable to the Debtors or their estates on account of such prepetition check or other item honored post-petition. Such relief is reasonable and appropriate because the Banks are not in a position to independently verify whether the Debtors may pay a particular item in accordance with an order by this Court or otherwise. Considering the breadth and complexity of their international operations, the Debtors need to conduct transactions by debit, electronic fund, ACH payments, and other similar methods. If the Debtors are denied the opportunity to conduct transactions by debit, electronic fund, ACH payments, or other methods used in the ordinary course of business due to the Banks' discomfort in relying on the Debtors' instructions, the Debtors will have difficulty performing on their contracts and the Debtors' business operations would be disrupted unnecessarily, thereby burdening the Debtors and their creditors with additional costs.

48. The relief requested herein is consistent with relief regularly granted by Courts in this and other districts. *See, e.g., In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (authorizing the debtors' continued use of existing bank accounts); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. July 28, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 27, 2023) (same); *In re Whittaker, Clark & Daniels, Inc.*,

No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 17, 2023) (same); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Sept. 22, 2022) (same).[6]

49. Likewise, subject to section 553 of the Bankruptcy Code, the Banks should be prohibited from offsetting, recouping, freezing, or otherwise interfering with the Debtors' use of funds on deposit in the Bank Accounts on account of any prepetition claim the Banks may have against one or more of the Debtors, absent further order of this Court. Permitting such actions would have serious adverse consequences to business operations and leave the Debtors without sufficient funds to continue operations. Consequently, on an interim basis, the Court should prohibit the Banks from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of funds deposited in the Bank Accounts. *See e.g.*, *In re Gorham Paper and Tissue, LLC*, No. 20-12814 (Bankr. D. Del. Nov. 6, 2020) (interim order prohibiting bank from "offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank Accounts on account of, or by reason of, any claim, as defined in § 101(5)) of any such Bank against the Debtors . . . absent further order of the Court.").

C. Cause Exists to Waive Certain Deposit Requirements Under the Guidelines and Section 345(b) of the Bankruptcy Code

50. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," §

[6] Due to the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

345(b) requires the debtor to obtain from the entity with which the money is deposited a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the Court for cause orders otherwise. 11 U.S.C. § 345(b). To the extent the Cash Management System does not strictly comply with section 345 of the Bankruptcy Code, the Debtors seek a waiver of the deposit and investment requirements set forth herein.

51. Strict compliance with the requirements of § 345(b) would be inconsistent with § 345(a), which permits a debtor-in-possession to make such investments of money of the estate "as will yield the maximum reasonable net return on such money." 11 U.S.C. § 345(a). Thus, in 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended § 345(b) to provide that its strict investment requirements may be waived or modified if the Court so orders "for cause." 11 U.S.C. § 345(b), amended by 140 Cong. Rec. H10752-01, 1994 WL 545773 (1994).

52. In evaluating whether "cause" exists to waive these requirements, courts have considered a number of factors, such as: (a) the sophistication of the debtor's business; (b) the size of the debtor's business operations; (c) the amount of the investments involved; (d) the bank rating (Moody's and Standard & Poor's) of the financial institution where the debtor-in-possession funds are held; (e) the complexity of the case; (f) the safeguards in place within the debtor's own business for ensuring the safety of the funds; (g) the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions; (h) the benefit to the debtor; (i) the harm, if any, to the estate; and (j) the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case. *See In re Serv. Merch. Co., Inc.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

53. The Debtors believe that their Bank Accounts comply with the requirements of section 345 of the Bankruptcy Code. However, out of an abundance of caution, the Debtors are

seeking an express waiver of the requirements of section 345 and the UST Guidelines for cause. Here, "cause" exists for a several of reasons. PNC, which has custody over one or more Bank Accounts, is a stable financial institution that is insured by the Federal Deposit Insurance Corporation and is an authorized depository under the Guidelines. Additionally, the Coinbase and OpenNode accounts are necessary to liquidate and administer crypto assets and reconcile charges with their customer, Elektron, in the course of these Cases.

54. Because the Bank Accounts are vital to the Cash Management System, requiring the Debtors to transfer funds to other banks would be unduly burdensome to the Debtors' operations and potentially cause severe tax consequences to the detriment of the Debtors' estates. In addition, the Debtors believe, based on their business relationships, that all Banks at which the Debtors have their Bank Accounts are well capitalized and financially stable institutions. The Debtors respectfully submit that the factors set forth in *Serv. Merch. Co.* weigh in favor of waiving the requirements of section 345(b).

55. Accordingly, the Court should authorize the Debtors to continue to deposit funds in the Bank Accounts and, to the extent that the requirements of section 345(b) are inconsistent with these practices, the Debtors request a 45-day period following entry of an interim order to (a) come into compliance with their obligations under section 345(b) of the Bankruptcy Code, (b) otherwise reach agreement with the U.S. Trustee, without prejudice to the Debtors' right to seek an extension of such period, or (c) seek waiver from this Court for cause the requirements of section 345(b) of the Bankruptcy Code and the UST Guidelines to the extent such requirements remain inconsistent with the Debtors' cash management practices.

REQUEST FOR INTERIM AND FINAL HEARING

56. The Debtors respectfully request that the Court hold a hearing and enter the Interim Order on an emergency or expedited basis and schedule a hearing on this Motion on a final basis.

RESERVATION OF RIGHTS

57. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

IMMEDIATE RELIEF REQUESTED

58. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within twenty-one (21) days after the filing of the petition regarding a motion to use property of the estate if such relief is necessary to avoid immediate and irreparable harm. For the reasons set forth herein, the Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and their respective estates and creditors. Particularly, the continued use of the existing Cash Management System, Bank and Exchange Accounts, and Business Forms is vital for the Debtors' continued operations as they transition into these chapter 11 Cases and proceed towards the contemplated sale of their assets. Accordingly, the Debtors submit that they have satisfied the

"immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion.

WAIVER OF BANKRUPTCY RULES 6004(A) AND (H)

59. The Debtors request a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

WAIVER OF MEMORANDUM OF LAW

60. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

NO PRIOR REQUEST

61. No prior motion for the relief requested herein has been made to this or any other court.

NOTICE

62. Pursuant to Local Rule 9013-5(f), notice of this Motion will be provided to the following parties: (i) the Office of the United States Trustee for the District of New Jersey; (ii) any statutory committee appointed in these Cases; (iii) the Banks; (iv) Debtors' consolidated list of 30 largest unsecured creditors; (v) the Internal Revenue Service; (vi) the United States Attorney's Office for the District of New Jersey; (vii) the financial institutions at which the Debtors maintain the bank and digital accounts identified herein; (viii) counsel for the Stalking Horse Purchasers;

and (ix) any other party entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 9013-5. As this Motion is seeking "first day" relief, within 48 hours of the entry of the Interim Order on this Motion, the Debtors will serve copies of the Interim Order, as required by Local Rule 9013-5(f). The Debtors submit that such notice is sufficient, and no other or further notice be provided.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter interim and final orders substantially in the forms submitted herewith: (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting related relief as the Court deems just and proper.

Dated: July 22, 2026

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman

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[7] *Pro Hac Vice* admission pending.

EXHIBIT "A"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Attorneys for Debtors

In re:	Case No. 26-18325
POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]	Chapter 11
Debtors.	(Joint Administration Requested)

INTERIM ORDER AUTHORIZING (I) THE CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, ON A LIMITED BASIS; (II) THE CONTINUED INTERIM USE OF A PNC OPERATING BANK ACCOUNT, CRYPTOCURRENCY EXCHANGE ACCOUNTS, RAMP CREDIT CARD ACCOUNT AND BUSINESS FORMS; AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through thirteen (13), is **ORDERED**.

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

Debtors:	Poolin Technology Pte. Ltd., *et al.*
Case No.	26-18325
Caption of Order:	Interim Order Authorizing (I) the Continued use of Existing Cash Management System, on a Limited Basis; (II) the Continued Interim Use of A PNC Operating Bank Account, Cryptocurrency Exchange Accounts, Ramp Credit Card Account and Business Forms; and (III) Granting Related Relief

Upon consideration of the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting such other and further relief as more fully set forth in the Motion; and upon the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2] (the "First Day Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order Of Reference From The United States District Court For The District Of New Jersey* dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for hearing on the Motion were appropriate and that no other notice need be provided under the circumstances; and this Court having determined that the legal

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: Poolin Technology Pte. Ltd., *et al.*
Case No. 26-18325
Caption of Order: Interim Order Authorizing (I) the Continued use of Existing Cash Management System, on a Limited Basis; (II) the Continued Interim Use of A PNC Operating Bank Account, Cryptocurrency Exchange Accounts, Ramp Credit Card Account and Business Forms; and (III) Granting Related Relief

and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. A final hearing on the Motion (the "Final Hearing") shall be held on **_____, 2026, at ____:____ _.m. prevailing eastern time**. Any objections or responses to entry of a final order on the Motion, if any, must be filed **on or before 4:00 p.m., prevailing eastern time, _____, 2026**. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. On an interim basis, the Debtors are authorized, but not directed, to (a) maintain and continue to use their Cash Management System, on a limited basis as described in the Motion, and honor any prepetition obligations related to the use thereof; (b) continue to use the 7149 Account on a short, interim basis and, as soon as possible, convert the 7149 Account to a debtor in possession account (if permitted by PNC) or open a new debtor in possession account with PNC; (c) continue to use the Exchange Accounts on a limited basis solely for the purposes described in the Motion, and close each Exchange Account upon completion of such purposes, it being understood that the Exchange Accounts are not, and cannot be maintained as, debtor in possession accounts; (d) deposit funds in and withdraw funds from the Bank Accounts by all the usual means, including checks, electronic fund transfers, ACH transfers, and other debits or electronic means;

and (e) open a new debtor in possession account with PNC in accordance with the terms set forth herein.

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents relating to the Bank Accounts existing immediately before the Petition Date, and maintain and continue using, in their present forms, the Books and Records; provided, that once the Debtors have exhausted their existing stock of Business Forms, they shall ensure that any new Business Forms are clearly labeled with the "Debtor in Possession" designation and the lead case number as soon as reasonably practicable to do so. To the extent the Debtors print any new checks or use any electronic Business Forms, they shall include the "Debtor in Possession" designation and the lead case number on all such checks as soon as reasonably practicable.

5. Except as otherwise provided in this Interim Order and only to the extent funds are available in each applicable Bank Account, all Banks at which the Bank Accounts are maintained are directed to continue to service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption, and in the ordinary course, and to receive, process, honor, and pay all checks, drafts, electronic fund transfers, and ACH transfers issued, whether before or after the Petition Date, and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. On an interim basis, the Banks are authorized to charge, and the Debtors are authorized to pay, honor, or satisfy any reasonable Bank Fees or charges associated with the Bank

Accounts, and charge back returned items to the Bank Accounts in the ordinary course and consistent with prepetition practices; provided, however, that such amount shall not exceed $10,000.

7. The Debtors are authorized, but not directed, to: (a) pay undisputed prepetition amounts as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System; and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course, to the same extent the Debtors were responsible for such items prior to the Petition Date.

8. The Debtors are authorized to: (a) enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operation of the business in the ordinary course during the prepetition period; and (b) reconcile amounts owed between and among the Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or post-petition, in the ordinary course of business, as determined by the applicable Debtors in their business judgment. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions

outside of the ordinary course of business pursuant to this Interim Order.

9. The Debtors are authorized, but not directed, to set off mutual post-petition obligations relating to intercompany receivables and payables through the Cash Management System. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts. Each payment (or other transfer of cash, whether to or from the Debtors) from a Debtor to another Debtor under any Intercompany Transaction is hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

10. Those certain agreements existing between the Debtors and the Banks shall continue to govern the post-petition relationship between the Debtors and the Debtors' Banks and, subject to the applicable bankruptcy or non-bankruptcy law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

11. The Debtors are authorized, but not directed, to open a new debtor in possession

account with PNC and to close the Exchange Accounts and any other existing Bank Account as contemplated by the Motion, and to enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Banks, as applicable; provided that any such new account is with one of the Debtors' existing Banks or with an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement. The Debtors shall provide notice within three (3) days to the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases of the opening of the new Debtor Bank Account or the closing of an existing Debtor Bank Account. The opening of the new bank account or the closing of a Bank Account shall be timely reflected on the Debtors' monthly operating reports. The U.S. Trustee and any committee will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening of the new bank account or the closing of a Bank Account, or such later date as may be extended by the Court or agreed to between the Debtors, the U.S. Trustee, and the committee.

12. The Debtors shall provide notice within three (3) business days to the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases after making any significant and material changes to the Cash Management System.

13. Consistent with the Motion, the Debtors shall provide an accounting every two (2) weeks to the U.S. Trustee, counsel to any statutory committee appointed in these Chapter 11 Cases, and other parties in interest upon reasonable request, or as otherwise directed by the Court, with

respect to (a) the 7149 Account, including the collection of outstanding receivables and the disbursement of ordinary course administrative expenses and payroll, until the 7149 Account is converted to, or replaced by, a debtor in possession account with PNC; (b) the Debtors' limited use of the Exchange Accounts, until each such account is closed; and (c) transactions and usage under the Ramp credit card platform, during the period of its limited use as set forth herein and in the Motion.

14. With regard to each of the Banks that is party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall immediately: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) instruct the Bank to rename the Bank Account(s) as "Debtor in Possession" accounts with the Petition Date and the lead case number included on the account title.

15. The relief in this Interim Order is extended to any new bank account opened by any of the Debtors after the date hereof, which such account shall be deemed a Bank Account as if it had been identified in the Motion, and to the bank at which such account is opened, which such bank shall be deemed a Bank.

16. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the UST Guidelines, the Debtors shall have forty-five (45) days from the entry of this Interim Order with respect to the Motion, without prejudice to seeking an additional extension or extensions, to (a) come into compliance with their obligations under section 345(b) of the Bankruptcy Code, (b) otherwise reach agreement with the

U.S. Trustee, without prejudice to the Debtors' right to seek an extension of such period, or (c) seek waiver from this Court for cause of the requirements of section 345(b) of the Bankruptcy Code and the UST Guidelines; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee without the need for further Court order.

17. Notwithstanding any other provision of this Interim Order, should a Bank honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of a-good faith mistake made despite implementation of customary item handling procedures, the Bank shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Interim Order. Without limiting the foregoing, any of the Banks may rely on representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such Banks shall not have any liability to any party for relying on such representations by the Debtors provided for herein.

18. All Banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop

payment orders in accordance with the documents governing such Bank Accounts.

19. Nothing in this Interim Order shall prejudice the Debtors' rights to seek recovery of any payments from any payee as permitted under sections 544, 547, 548, 549, or any other applicable provision of the Bankruptcy Code or applicable non-bankruptcy law.

20. Those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and all provisions of such agreements shall remain in full force and effect. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to the terms of those certain existing deposit agreements; provided that any opening of a new account or closing of an existing account shall be consistent with the limited relief set forth in the Motion and this Interim Order.

21. On an interim basis, each of the Debtors' Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts at such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any,

owed to any Bank as service charges for the maintenance of the Cash Management System.

22. Any of the Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors are provided for herein.

23. Notwithstanding that the Debtors may be authorized to use a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtors remit payment for those disbursements.

24. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

25. Subject to § 553 of the Bankruptcy Code, the Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank Accounts on account of, or by reason of, any claim (as defined in § 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of the Court.

26. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim

on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights with respect to all of the foregoing.

27. Nothing in this Interim Order, the Motion, or any actions taken pursuant hereto is intended to or shall (a) confer upon any third party any rights or remedies whatsoever, (b) grant any party the status of a third-party beneficiary, (c) be enforceable by any third party, or (d) enhance the status of any claim held by any person or entity. Nothing herein shall be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

28. Nothing in this Interim Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

29. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of the Motion and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

30. The requirement set forth in Bankruptcy Local Rule 9013-1(a)(3) that any motion

be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

31. To the extent applicable, the requirements set forth by Bankruptcy Rules 6003 and 6004 are satisfied and this Interim Order shall be effective immediately upon entry.

32. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon entry.

33. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

34. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

35. The Debtors shall serve a copy of this Interim Order on all parties required to receive such service pursuant to Local Rule 9013-5(f).

36. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

EXHIBIT "B"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Attorneys for Debtors

In re:	Case No. 26-18325
POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]	Chapter 11
Debtors.	(Joint Administration Requested)

FINAL ORDER AUTHORIZING (I) THE CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, ON A LIMITED BASIS; (II) THE CONTINUED INTERIM USE OF A PNC OPERATING BANK ACCOUNT, CRYPTOCURRENCY EXCHANGE ACCOUNTS, RAMP CREDIT CARD ACCOUNT AND BUSINESS FORMS; AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through thirteen (13), is **ORDERED**.

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

Debtors: Poolin Technology Pte. Ltd., *et al.*
Case No. 26-18325
Caption of Order: Final Order Authorizing (I) the Continued use of Existing Cash Management System, on a Limited Basis; (II) the Continued Interim Use of A PNC Operating Bank Account, Cryptocurrency Exchange Accounts, Ramp Credit Card Account and Business Forms; and (III) Granting Related Relief

Upon consideration of the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting such other and further relief as more fully set forth in the Motion; and upon the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2]; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order Of Reference From The United States District Court For The District Of New Jersey* dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for hearing on the Motion were appropriate and that no other notice need be provided under the circumstances; and this Court having determined that the legal and factual

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. On a final basis, the Debtors are authorized, but not directed, to (a) maintain and continue to use their Cash Management System, on a limited basis as described in the Motion, and honor any prepetition obligations related to the use thereof; (b) continue to use the 7149 Account on a short, interim basis and, as soon as possible, convert the 7149 Account to a debtor in possession account (if permitted by PNC) or open a new debtor in possession account with PNC; (c) continue to use the Exchange Accounts on a limited basis solely for the purposes described in the Motion, and close each Exchange Account upon completion of such purposes, it being understood that the Exchange Accounts are not, and cannot be maintained as, debtor in possession accounts; (d) deposit funds in and withdraw funds from the Bank Accounts by all the usual means, including checks, electronic fund transfers, ACH transfers, and other debits or electronic means; and (e) open a new debtor in possession account with PNC in accordance with the terms set forth herein.

3. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents relating to the Bank Accounts existing immediately before the Petition Date, and maintain and continue using, in their present forms, the Books and Records; provided, that once the Debtors have exhausted their existing stock

of Business Forms, they shall ensure that any new Business Forms are clearly labeled with the "Debtor in Possession" designation and the lead case number as soon as reasonably practicable to do so. To the extent the Debtors print any new checks or use any electronic Business Forms, they shall include the "Debtor in Possession" designation and the lead case number on all such checks as soon as reasonably practicable.

4. Except as otherwise provided in this Final Order and only to the extent funds are available in each applicable Bank Account, all Banks at which the Bank Accounts are maintained are directed to continue to service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption, and in the ordinary course, and to receive, process, honor, and pay all checks, drafts, electronic fund transfers, and ACH transfers issued, whether before or after the Petition Date, and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. On a final basis, the Banks are authorized to charge, and the Debtors are authorized to pay, honor, or satisfy any reasonable Bank Fees or charges associated with the Bank Accounts, and charge back returned items to the Bank Accounts in the ordinary course and consistent with prepetition practices.

6. The Debtors are authorized, but not directed, to: (a) pay undisputed prepetition amounts as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System; and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the

Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course, to the same extent the Debtors were responsible for such items prior to the Petition Date.

7. The Debtors are authorized to: (a) enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operation of the business in the ordinary course during the prepetition period; and (b) reconcile amounts owed between and among the Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or post-petition, in the ordinary course of business, as determined by the applicable Debtors in their business judgment. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions outside of the ordinary course of business pursuant to this Final Order.

8. The Debtors are authorized, but not directed, to set off mutual post-petition obligations relating to intercompany receivables and payables through the Cash Management System. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts. Each payment (or other transfer of cash, whether to or from the Debtors) from a Debtor to another Debtor

under any Intercompany Transaction is hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

9. Those certain agreements existing between the Debtors and the Banks shall continue to govern the post-petition relationship between the Debtors and the Debtors' Banks and, subject to the applicable bankruptcy or non-bankruptcy law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

10. The Debtors are authorized, but not directed, to open a new debtor in possession account with PNC and to close the Exchange Accounts and any other existing Bank Account as contemplated by the Motion, and to enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Banks, as applicable; provided that any such new account is with one of the Debtors' existing Banks or with an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement. The Debtors shall provide notice within

three (3) days to the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases of the opening of the new Debtor Bank Account or the closing of an existing Debtor Bank Account. The opening of the new bank account or the closing of a Bank Account shall be timely reflected on the Debtors' monthly operating reports. The U.S. Trustee and any committee will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening of the new bank account or the closing of a Bank Account, or such later date as may be extended by the Court or agreed to between the Debtors, the U.S. Trustee, and the committee.

11. The Debtors shall provide notice within three (3) business days to the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases after making any significant and material changes to the Cash Management System.

12. Consistent with the Motion, the Debtors shall provide an accounting every two (2) weeks to the U.S. Trustee, counsel to any statutory committee appointed in these Chapter 11 Cases, and other parties in interest upon reasonable request, or as otherwise directed by the Court, with respect to (a) the 7149 Account, including the collection of outstanding receivables and the disbursement of ordinary course administrative expenses and payroll, until the 7149 Account is converted to, or replaced by, a debtor in possession account with PNC; (b) the Debtors' limited use of the Exchange Accounts, until each such account is closed; and (c) transactions and usage under the Ramp credit card platform, during the period of its limited use as set forth herein and in the Motion.

13. With regard to each of the Banks that is party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall immediately: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) instruct the Bank to rename the Bank Account(s) as "Debtor in Possession" accounts with the Petition Date and the lead case number included on the account title.

14. The relief in this Final Order is extended to any new bank account opened by any of the Debtors after the date hereof, which such account shall be deemed a Bank Account as if it had been identified in the Motion, and to the bank at which such account is opened, which such bank shall be deemed a Bank.

15. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the UST Guidelines, the Debtors shall have forty-five (45) days from the entry of this Final Order with respect to the Motion, without prejudice to seeking an additional extension or extensions, to (a) come into compliance with their obligations under section 345(b) of the Bankruptcy Code, (b) otherwise reach agreement with the U.S. Trustee, without prejudice to the Debtors' right to seek an extension of such period, or (c) seek waiver from this Court for cause of the requirements of section 345(b) of the Bankruptcy Code and the UST Guidelines; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee without the need for further Court order.

16. Notwithstanding any other provision of this Final Order, should a Bank honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of a-good faith mistake made despite implementation of customary item handling procedures, the Bank shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Final Order. Without limiting the foregoing, any of the Banks may rely on representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

17. All Banks maintaining any of the Bank Accounts that are provided with notice of this Final Order shall not honor or pay any payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

18. Nothing in this Final Order shall prejudice the Debtors' rights to seek recovery of any payments from any payee as permitted under sections 544, 547, 548, 549, or any other applicable provision of the Bankruptcy Code or applicable non-bankruptcy law.

19. Those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the post-petition cash management relationship between the

Debtors and the Banks, and all provisions of such agreements shall remain in full force and effect. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to the terms of those certain existing deposit agreements; provided that any opening of a new account or closing of an existing account shall be consistent with the limited relief set forth in the Motion and this Final Order.

20. On a final basis, each of the Debtors' Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts at such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

21. Any of the Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors are provided for herein.

22. Notwithstanding that the Debtors may be authorized to use a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtors remit payment for those disbursements.

23. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

24. Subject to § 553 of the Bankruptcy Code, the Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank Accounts on account of, or by reason of, any claim (as defined in § 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of the Court.

25. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common

law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights with respect to all of the foregoing.

26. Nothing in this Final Order, the Motion, or any actions taken pursuant hereto is intended to or shall (a) confer upon any third party any rights or remedies whatsoever, (b) grant any party the status of a third-party beneficiary, (c) be enforceable by any third party, or (d) enhance the status of any claim held by any person or entity. Nothing herein shall be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

27. Nothing in this Final Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

28. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of the Motion and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

29. The requirement set forth in Bankruptcy Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

30. To the extent applicable, the requirements set forth by Bankruptcy Rules 6003 and 6004 are satisfied and this Final Order shall be effective immediately upon entry.

31. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

33. Any party may move for modification of this Final Order in accordance with Local Rule 9013-5(e).

34. The Debtors shall serve a copy of this Final Order on all parties required to receive such service pursuant to Local Rule 9013-5(f).

35. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.