Docket #0009 Date Filed: 7/22/2026

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:	Chapter 11
POOLIN TECHNOLOGY PTE. LTD., *et al.*, [1]	Case No. 26-18325
Debtors.	(Joint Administration Requested)
	Hearing Date: TBD – Shortened Notice Requested

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO CONTINUE, RENEW, OR SUPPLEMENT INSURANCE POLICIES, (II) AUTHORIZING THE DEBTORS TO PAY INSURANCE PREMIUMS AND RELATED OBLIGATIONS THEREON, (III) AUTHORIZING THE DEBTORS TO CONTINUE PREMIUM FINANCING AGREEMENTS, (IV) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, AND (V) 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.

2618325260722000000000009

Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession: Lonestar Dream Inc. ("LSD"); and Lonestar Taproot, LLC ("LST" and collectively, the "Debtors"), by and through their undersigned proposed counsel, hereby respectfully move (this "Motion") this Court for entry of an interim order substantially in the form attached hereto as **Exhibit C** (the "Interim Order") and a final order substantially in the form attached hereto as **Exhibit D** (the "Final Order"): (i) authorizing the Debtors to continue, renew, or supplement insurance policies, (ii) authorizing the Debtors to pay insurance premiums and related obligations thereon, (iii) authorizing the Debtors to continue premium financing agreements, (iv) authorizing financial institutions to honor and process related checks and transfers, and (v) 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* 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 statutory bases for the relief requested herein are sections 105(a), 362(d), 363(c), 364, 503(b), and 1112(b)(4)(C) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the

"Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

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.

A. The Debtors' Insurance Policies and Premiums

6. The Debtors maintain various insurance policies (each an "Insurance Policy," and, collectively, the "Insurance Policies"), which the Debtors obtained through third-party insurance providers (collectively, the "Insurance Providers") including, without limitation, coverage for commercial property, general liability, commercial auto liability, and excess/umbrella liability. A non-exclusive schedule of the Insurance Policies is attached hereto as **Exhibit A**.[2]

[2] Not all the Debtors' insurance policies are included in this schedule, including workers' compensation insurance that may be statutorily mandated. The workers' compensation policy and other employment-related policies are addressed in a separate motion filed substantially contemporaneously herewith. The Insurance Policies described in this Motion and **Exhibit A** constitute a summary for descriptive purposes. The actual terms of the Insurance Policies

7. Continuation and renewal of the Insurance Policies, payment of related obligations, and entry into new Insurance Policies, as applicable, is essential to the preservation of the value of the Debtors' businesses and assets. Moreover, in many instances, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including, without limitation, the requirements of the United States Trustee for the District of New Jersey (the "U.S. Trustee") that a debtors maintain adequate coverage given the circumstances of their Chapter 11 Cases. The Debtors request authority to maintain their existing Insurance Policies, pay any prepetition obligations related thereto, and to renew, supplement, or enter into new Insurance Policies in the ordinary course of business on a post-petition basis consistent with past practice.

8. The premium amounts for the Insurance Policies (the "Insurance Premiums") are determined annually and are due in their entirety at policy inception or renewal. The Debtors' aggregate annual Insurance Premiums under the Insurance Policies total approximately $445,191.98. As of the Petition Date, the Debtors believe they have paid all Insurance Premiums, but out of an abundance of caution, the Debtors seek authority to pay any outstanding Insurance Premiums and to continue honoring all obligations under the Insurance Policies in the ordinary course of business to ensure uninterrupted coverage thereunder.

9. Certain of the Insurance Policies require the Debtors to pay a deductible (each, a "Deductible" and, collectively, the "Deductibles"). Generally, if a claim is made against the Insurance Policies, the Debtors' applicable Insurance Provider will administer the claim and make payments in connection therewith. Deductibles, if any, are offset against such payments. The

will govern in the event of any inconsistency between this Motion and the Insurance Policies. The Debtors request the authority to honor obligations and renew all Insurance Policies, as applicable, despite the failure to include a particular Insurance Policy in the schedule.

Debtors seek authority to continue honoring any Deductible that may exist currently or arise under the Insurance Policies in the ordinary course of business to ensure uninterrupted coverage under the Insurance Policies.

10. The Debtors obtain some of their Insurance Policies through a broker (the "Insurance Broker"). The Insurance Broker assists the Debtors in obtaining insurance coverage for certain of their operations in the most cost-effective manner, negotiating policy terms, provisions, and premiums, assisting the Debtors with claims, and providing ongoing support throughout the applicable policy periods. The Insurance Broker's fees for services rendered are included in the premiums paid on the Insurance Policies (the "Insurance Brokerage Fees"). As of the Petition Date, the Debtors do not believe there are any unpaid prepetition obligations in connection with the Insurance Brokerage Fees. Out of an abundance of caution, the Debtors seek authority to honor any prepetition amounts owed in connection with the Insurance Brokerage Fees and to pay any Insurance Brokerage Fees that may arise on a post-petition basis in the ordinary course of business.

11. The Debtors believe that continuation of the Insurance Broker's services is necessary to assure the Debtors' ability to secure coverage on advantageous terms at competitive rates, administer insurance-related claims on a post-petition basis, and ensure adequate protection of the Debtors' property post-petition. To the extent any prepetition amounts remain outstanding, the Debtors seek authority to pay and/or reimburse any amounts owed on account of Insurance Brokerage Fees or any other prepetition obligations in full, in cash, in the ordinary course of business and to continue paying Insurance Brokerage Fees on a post-petition basis in the ordinary course of business and consistent with past practices.

B. The Debtors' Premium Financing Agreement

12. Some, but not all, of the Insurance Policies are financed through financing arrangements, including that certain Premium Finance Agreement and Disclosure Statement,

effective as of April 9, 2026 (the "Financing Agreement") between LST as the insured party, SWBC Insurance Services as broker, and Ameris Bank as the lender by and through its issuing servicer/agent, Capital Premium Financing, LLC. A copy of the Financing Agreement is attached hereto as **Exhibit B**. The obligations under the Financing Agreement (the "Premium Financing Obligations") are secured by the financed Insurance Policies, including all dividends, payments on claims, unearned premiums, and unearned commissions. The Debtors estimate that as of the Petition Date, the remaining Premium Financing Obligations are approximately $216,249.66, of which the next installment of $36,041.61 is due and payable within thirty (30) days after the Petition Date on or about August 10, 2026. The Debtors seek authority to pay the Premium Financing Obligations in the ordinary course of business, including prepetition amounts due, and enter into new agreements as needed to finance the premiums under the relevant Insurance Policies.

RELIEF REQUESTED AND BASIS THEREFOR

13. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' operations, including the operating guidelines issued by the U.S. Trustee. Accordingly, the Debtors believe it is essential, and consistent with the Bankruptcy Code and U.S. Trustee Guidelines, that they continue to satisfy all insurance obligations and Premium Financing Obligations related to the Insurance Policies and related financing agreements, and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies or financing agreements, as needed, in the ordinary course of business without further order of the

Court. If the Debtors are not authorized to pay their insurance-related obligations, insurers may cancel coverage. Such cancellation could subject the Debtors to penalties under applicable laws and dismissal of these Cases and force the Debtors to obtain insurance from other sources at potentially higher cost. Moreover, insurance coverage for mining and hosting are not widely available. The Debtors will have difficulty replacing such coverage due to the industry's designation as a high risk, lack of insurance carriers servicing the cryptocurrency hosting/mining market, pending sale, operational wind-down, and prior losses. The loss of the Debtors' current policies would result in a diminution in the value of the Debtors' estates and unnecessary harm to all parties in interest. Accordingly, the Debtors submit that the requested relief is in the best interests of the Debtors, their estates, their creditors, and all parties in interest.

14. Section 363(c) of the Bankruptcy Code authorizes a debtor-in-possession to "enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and . . . use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Maintenance of the Debtors' Insurance Policies and insurance financing programs, including payment of the prepetition and post-petition insurance obligations and Premium Financing Obligations, renewing the Insurance Policies, and entering into new insurance arrangements are within the ordinary course of the Debtors' business. Out of an abundance of caution, however, and to provide certainty to their Insurance Providers, the Debtors respectfully request authorization to continue, maintain, and renew their Insurance Policies and obligations relating thereto.

15. Further, even if the continuation and renewal of the Insurance Policies is not considered to be ordinary course, the relief requested herein should be authorized pursuant to section 363(b) of the Bankruptcy Code as a reasonable exercise of business judgment on the part

of the Debtors. *See, e.g.*, *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *Stephens Indus. Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtors to show that a sound business purpose justifies such actions."); *In re Del. & Hudson R.R. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (stating that courts have applied the "sound business purpose" test to evaluate motions brought pursuant to section 363(b) of the Bankruptcy Code); *see also Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near Herculean task."). Under section 363(b) of the Bankruptcy Code, a debtor-in-possession "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate[.]" 11 U.S.C. § 363(b)(1). The Debtors respectfully submit that continuation, modification, renewal, and supplementation of their existing Insurance Policies—including paying the required Insurance Premiums—is a sound exercise of their business judgment.

16. Likewise, the Debtors should be authorized to continue and renew, as applicable, their premium financing arrangements. Insurance premium financing traditionally involves an advance by the finance company to the insurance company (or its agent) of the premium due for the full term of the insurance policy. This advance is then repaid by the insured to the finance company in amortized monthly installments which include an additional amount to cover financing charges. *J.E. Baker & Co. v. Preferred Mut. Ins. Co.*, 569 F.2d 1347, 1348 (5th Cir. 1978). The financing company is secured in making this advance payment by obtaining the right to cancel the policy and to receive the return premium due upon cancellation if timely repayments are not made.

Id. The return premium due to the finance company upon cancellation is known as an unearned premium.

17. Security interests created by premium financing agreements have been recognized as creating secured claims in bankruptcy to the extent of the amount of unearned premiums financed pursuant to such agreements and, by extension, entry into premium finance agreements constitutes the incurrence of secured credit. *See TIFCO, Inc. v. U.S. Repeating Arms Co. (In re U.S. Repeating Arms Co.)*, 67 B.R. 990, 994–95 (Bankr. D. Conn. 1986); *Drabkin v. A.I. Credit Corp. (In re Auto-Train Corp.)*, 9 B.R. 159, 164–66 (Bankr. D.D.C. 1981). If the Debtors fail to honor their Financing Agreement, the lender will seek to cancel the financed policies and may accelerate and declare due and payable the entire unpaid premiums. Because the Debtors are required to maintain insurance coverage during these Chapter 11 Cases anyway, the cancellation of these policies would be particularly disastrous. Accordingly, the Debtors submit that payment of the prepetition amounts outstanding and the monthly installment payments under the Financing Agreement is necessary and appropriate and may be authorized under sections 105(a) and 363(b) of the Bankruptcy Code. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581–82 (3d Cir. 1981) (recognizing court's equitable power to authorize payment of prepetition claims essential to debtor's continued operations).

18. More broadly, this Court may also authorize payment of the Insurance Premiums under its equitable powers. Section 105(a) of the Bankruptcy Code provides that the Court may "issue any order, process, or judgment that is necessary or appropriate" to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a). Under the "doctrine of necessity" or "necessity of payment doctrine," Section 105(a) of the Bankruptcy Code includes the power to authorize payment of prepetition claims when such payment is critical to a debtor's reorganization or is

necessary for preserving value in the debtor's estate. *See, e.g.*, *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d at 581 (stating that the "sine qua non for the application of the 'necessity of payment' doctrine is the possibility that the creditor will employ an immediate economic sanction failing such payment. In such a circumstance, it is evident that the payment made under the 'necessity of payment' rule is in the interest of all parties . . . because such payment will facilitate the [debtor's] continued operation"); *In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (citations omitted) ("A number of cases declare a so called 'necessity of payment' exception to the normal deferment of the payment of pre[-]reorganization claims until their disposition can be made part of a plan of reorganization. These cases permit immediate payment of claims of creditors where those creditors will otherwise not supply services or material essential to the conduct of the business until their pre-reorganization claims shall have been paid.").

19. Indeed, courts in this district have routinely granted relief similar to that requested herein. *See, e.g., In re Sam Ash Music Corporation*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (authorizing debtors to continue their insurance policies on a final basis); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re WeWork, Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023) (same); *In re Cyxtera Techs., Inc.*, No. 23- 14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 18, 2023) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same).

20. Finally, in the ordinary course of business, the Debtors draw upon funds in their bank accounts to satisfy the Insurance Premiums and Premium Financing Obligations. The Debtors respectfully request that the Court authorize the banks at which the Debtors maintain their accounts to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks issued or to be issued and electronic funds transfers requested or to be requested by the Debtors relating to Insurance Premiums and Premium Financing Obligations. The Debtors also seek authority to issue new post-petition checks or effect new post-petition electronic funds transfers in replacement of any checks or transfer requests on account of Insurance Premiums and Premium Financing Obligations dishonored or rejected as a result of the commencement of these Chapter 11 Cases in order to carry out the foregoing.

21. Based on the foregoing, the Debtors submit that granting the relief requested herein is both necessary and appropriate and should be approved.

REQUEST FOR INTERIM AND FINAL HEARING

22. 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

23. 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

24. 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 estates if such relief is necessary to avoid immediate and irreparable harm. For the reasons set forth above, 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 Debtors seek the relief herein to pay Insurance Premiums and maintain, renew, and modify existing Insurance Policies, thereby avoiding a severe disruption of the Debtors' operations and lapse in coverage at this critical juncture, in turn, preserving and maximizing the value of the Debtors' estates for the benefit of all stakeholders. 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)

25. 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 Decl., 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

26. 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

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

NOTICE

28. 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 Insurance Providers; (iv) the 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 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 need 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 Debtors to continue, renew, or supplement Insurance Policies, (ii) authorizing the Debtors to pay Insurance Premiums and related obligations, (iii) authorizing the Debtors to continue premium financing agreements, (iv) authorizing financial institutions to honor and process related checks and transfers, and (v) granting such other and further relief as the Court deems just and proper.

Dated: July 22, 2026

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman

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Proposed Counsel to the Debtors

[3] *Pro Hac Vice* admission pending.

EXHIBIT A
(Insurance Policies)

Insurance Type	Carrier	Policy Number	Effective Date	Expiration Date	Premium
Commercial Auto	Progressive	871497386	03/20/2026	03/20/2027	$7,207.00
General Liability	Kinsale	0100288078-2	03/07/2026	03/07/2027	$14,196.86
Umbrella / Excess Liability	Kinsale	1004348860	03/07/2026	03/07/2027	$10,751.23
Commercial Property	Navigators	NY26ILMZ0PAZU01	04/09/2026	04/09/2027	$413,036.89

EXHIBIT B
(Premium Finance Agreement)

CAPITAL
PREMIUM FINANCING

Loan Preparation Instructions

Dear Valued Agency,

Attached is a Premium Finance Agreement & Disclosure Statement ("PFA") for your insured's policy. To ensure your PFA is set up timely, please complete the checklist of required information below:

- The named insured's address and phone number provided are current. If the mailing address is a post office box, the insured's current physical address was provided.
- The entire contract is legible, signed and dated by both the insured and by the agent or broker.
- Please ensure all terms, including insurance company and general agent/broker information is correct.
- If you are providing any checks for processing, please provide processing instructions to Capital Premium Financing.
- Any payments that are within 10 days of the first payment due date should be collected and sent to the general agent/broker or insurance company. When emailing the PFA to Capital Premium Financing, please include the statement that "our agency will collect the missing installments and forward to the markets."
- Down payments are to be collected by your agency and submitted to the general agent/broker or insurance company. If Capital receives the down payment it will be forwarded to the general agent/broker or insurance company. If you would like to process a down payment please go to **https://www.capitalpremium.net/payment-options/** or use our Capital Premium app. To process the down payment you will need the quote number, zip code associated to the insured and the payment information.
- Email the completed PFA to **info@capitalpremium.net.**

Monthly billing statements will be sent to the insured by mail unless the insured has previously opted into receiving these notices by email. If you would like the billing statements to be emailed please provide the insureds email address along with a request to opt into our paperless billing.

Notice of Acceptance: Capital Premium Financing will send a notice of acceptance to your agency and insured within 24 hours of processing the contract. **If you do not receive a notice of acceptance within the 24 hour period, please contact us at 800-767-0705.**

Contact Information

Customer Service	**Quotes by Phone**
Phone 800-767-0705	Phone 877-730-1906
Fax 855-470-2628	Fax 855-470-2628
info@capitalpremium.net	quotes@capitalpremium.net

Thank you for choosing Capital Premium Financing where *Service is as Unique as a Two Dollar Bill* [sm]

PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Quote: **7833133.1**

Capital Premium Financing, LLC
PO Box 667180
Dallas, TX 75266-7180
(phone) 800-767-0705 (fax) 855-470-2628 (email) info@capitalpremium.net

- [x] COMMERCIAL
- [ ] PERSONAL
- [x] NEW CONTRACT
- [ ] ENDORSEMENT TO EXISTING

BORROWER (Insured): Name and Address (as stated in policy)	PRODUCER (Agent/Broker): Name and Place of Business
Lonestar Taproot TBD Boerne, TX 78006 TELEPHONE: TBD FAX:	SWBC Insurance Services 9311 SAN PEDRO AVE,SUITE 200 SAN ANTONIO, TX 78216 TELEPHONE: 210-321-7222 FAX: (210) 525-0054

In consideration of the premium(s) paid or to be paid by Ameris Bank (Lender) on behalf of the Borrower, Borrower promises to pay to the order of Lender the Total of Payments, subject to the provisions hereinafter set forth.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

1. TOTAL PREMIUM(s)	2. DOWN PAYMENT	3. UNPAID PREMIUM BALANCE	4. FL DOC STAMP CHG Applicable in Florida Only	5. AMOUNT FINANCED Amount of Loan provided to or on behalf of the Insured	6. FINANCE CHARGE The dollar amount of interest the Loan will cost over the term of the Loan	7. TOTAL OF PAYMENTS Amount of interest and principal which will have been paid on the Loan after making all scheduled Loan payments	8. DEFERRED PAYMENT PRICE
$413,036.89	$100,691.19	$312,345.70	$0.00	$312,345.70	$12,028.79	$324,374.49	$425,065.68

9. ANNUAL PERCENTAGE RATE The cost of interest on the Loan as a yearly percentage rate		10. AMOUNT OF EACH PAYMENT	11. NUMBER OF PAYMENTS	12. WHEN FIRST PAYMENT IS DUE
9.15%	YOUR PAYMENT SCHEDULE WILL BE >	$36,041.61	9 Monthly	5/15/2026

SECURITY: You are giving a security interest in any and all policies or other collateral listed on the Agreement.
LATE CHARGE: 5% of the installment amount.
PREPAYMENT: If you pay off the loan early, you may be entitled to a refund of part of the finance charge.
AMORTIZATION SCHEDULE: Check box for amortization detail. ☐

BOX #3 ABOVE: Paid to insurance companies, intermediary brokers or Agents listed here and in the Schedule of Policies.
BOX #4 ABOVE: Official fees paid to Florida Department of Revenue.
CONTRACT REFERENCE: See the agreement for more information about non-payment, default, any required repayment in full before the scheduled date, pre-payment refunds and security interest.

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
26-27 Prop	4/15/2026	Navigators Specialty Insurance Company CRC Group Galleria North Tower One 13737 Noel Road 10th FL Dallas, TX 75240	PROPERTY - COMMERCIAL	25%	12	Prem: $204,286.00 Taxes: $10,190.07 Fees: $4,100.00

Notes: **(1)** If a check is tendered for the down payment and the check is dishonored, this Agreement shall be deemed not to have been accepted even if notification of acceptance has been issued by Lender; **(2)** Rescinding or otherwise invalidating any of the policies is equivalent to cancellation of the policy(ies); **(3)** Non-Payment may result in cancellation of the policies.

Additional Policies Found on Page Two

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE UNDERSIGNED BORROWER AND OR ITS REPRESENTATIVE INSURANCE AGENT OR BROKER HAS SIGNED THIS LOAN AGREEMENT WHICH CONSISTS OF THIS PAGE, THE DISCLOSURE STATEMENT AND ANY ADDITIONAL PAGES WHICH MAY CONTAIN A SCHEDULE OF POLICIES. EACH HAVE RECEIVED A COPY OF THIS LOAN AGREEMENT AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, NOW THEREFORE ON

THIS 9th DAY OF April 20 26

X_____
SIGNATURE OF BORROWER
(If Corporation, Title of Officer Signing)

AGENT/BROKER CERTIFICATION

The undersigned Agent/Broker, hereinafter referred to as "Agent", hereby represents and warrants that all policies listed in this agreement have been issued and delivered, and are in force and effect, that the policies listed in this agreement are not currently nor have they ever been the subject of any other premium finance agreement, that the down payment as shown in the contract has been paid (in good funds), that all policies therein were issued by the agency, and that all information, including the cancellation provisions effecting the return premium, for any of the policy(ies) listed has been accurately represented in the quote and any and all fully earned provisions that exist in the policies named in this loan have been disclosed. The Agent warrants that the above contract evidences a bona fide and legal transaction, that the Borrower is of legal age and as the capacity to contract, and if signed in corporate capacity, that the signatory has the authority to sign on behalf of such entity, that the Borrower has not filed for or is not preparing to file for bankruptcy protection, that the Borrower's signature is genuine, and that Agent has delivered a copy to the Borrower. Agent agrees that if any warranties contained in this Agreement are found to be untrue, it will immediately remit to Lender the full amount then remaining unpaid on this premium finance agreement. Upon termination of this Agreement or cancellation or rescission of any scheduled policies, the Agent agrees to pro-rata return any and all premiums, commissions, premium finance fees, risk management fees, and, Broker fees to Lender within ten (10) business days of receipt or according to applicable state law. Agent agrees to indemnify Lender against any damages, costs or expenses incurred in connection with any untrue, misleading or fraudulent representation or warranty made by Agent hereunder.

X_____ X_____
PRINT NAME OF AGENT OR BROKER SIGNATURE OF AGENT OR BROKER

PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Capital Premium Financing, LLC

Insured Name: Lonestar Taproot **Quote:** **7833133.1**

ADDITIONAL POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS IS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
26--27 XS Prop	4/15/2026	Trisura Specialty Insurance Company CRC Group Galleria North Tower One 13737 Noel Road 10th FL Dallas, TX 75240	PROPERTY - COMMERCIAL	25%	12	Prem: $180,295.00 Taxes: $9,065.82 Fees: $5,100.00
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
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						Prem: Taxes: Fees:
				TOTAL OF PREMUMS ON PAGE 2:		$194,460.82

WITNESSETH: Ameris Bank will hereinafter be referred to as "Lender", this Premium Finance Agreement will hereinafter be referred to as "Agreement", and the person/entity listed on Page 1 of the finance agreement under the section titled "Borrower" shall be hereinafter referred to as "Borrower". Lender has appointed Capital Premium Financing, LLC "Capital" as Servicer and as its agent to service, administer, collect and otherwise to enforce the rights and interests of Lender in this Agreement. That in consideration of the payment by the Lender to the respective insurance companies, or their agents, of the balance of the premiums upon the policies hereinbefore described in this Agreement(which policies have been issued and delivered to the Borrower at his request), the Borrower promises to pay to the Lender the amount shown in the completed schedule in this Agreement under the caption "Total of Payments", with service charge thereon as in said Schedule of Policies provided; and the Borrower agrees to the following terms set forth by the Lender:

DISCLOSURE STATEMENT

1. To secure all liabilities owed from the Borrower to the Lender, the Borrower assigns to the Lender all of their right, title, and interest in the insurance policies listed in this Agreement, and all rights therein including all dividends, payments on claims, unearned premiums and unearned commissions.

2. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact with full power and authority to cancel the policies listed in this Agreement for default in payment. The insurance companies and/or its Agents listed in this Agreement are hereby authorized and directed, upon the request of the Lender, to cancel said policies and to pay to the order of the Lender all gross, unearned premiums, commissions and fees thereon without proof of default hereunder or of breach hereof. Interest will continue to accrue on unpaid balances, and the Borrower shall remain liable for any deficiency together with interest at the highest allowable legal rate. In the event of any negligence or breach of any of the terms of this agreement, including but not limited to the exercise of the power of attorney contained herein, by the Lender, Borrower's recovery is limited to the finance charge received in the Agreement by the Lender. Borrower waives any claim to special, consequential, incidental or like damages. Borrower authorizes Lender to file a UCC financing statement to perfect Lender's security interest.

3. If any installment due hereunder is not paid within five (5) days of the due date, Borrower agrees to pay a delinquency and collections charge of 5% of the delinquent installment, or the maximum allowed by applicable law. If any installment due hereunder is not paid within fifteen (15) days of the due date, Borrower acknowledges and agrees that Lender may send notice of cancellation to the insurer which issued each of the policies listed in this Agreement. If the Lender incurs collections costs for amounts due from Borrower, the Borrower agrees to pay reasonable attorney fees and other collection costs up to the maximum allowed by law. This contract will be construed by the laws of the state of issuance. Borrower consents to jurisdiction in the civil courts of Salt Lake County, Utah and waives any right to claim lack of personal jurisdiction in such court, for any proceedings to enforce the obligations of this Agreement.

4. The Borrower agrees that the Lender may endorse the Borrower's name on any check or draft for all monies that become due from the company and apply the same as payment of this agreement, returning any excess amount equal to or greater than one dollar ($1.00) to the Borrower.

5. In the event the payment made to Lender is returned because of insufficient funds, the Borrower agrees to pay the Lender all non-sufficient fund charges up to the maximum allowed by law. All checks are accepted subject to collection. No payment of any kind is deemed made until funds have cleared and been received. If the policy(ies) is cancelled due to Borrower's default, Borrower will pay a cancellation charge of $15, or the maximum amount allowed by law.

6. If a policy listed in this Agreement is not issued at the time this Agreement is executed, the Borrower gives the Lender the authority to fill in the name of the insuring company or authorized agent, policy number, and the due date of the first payment. Upon request of the Borrower, the Lender may advance to the Borrower's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Borrower's present contract.

7. The Borrower recognizes and agrees that the Lender is a lender and not an insurer and that the Lender assumes no liability hereunder as an insurer. The Borrower agrees that all payments hereunder shall be made directly to the Lender or a third party designated by Lender and payment by the Borrower to any other person, firm, insurance agent, or insurance company shall not constitute payment to the Lender. Borrower further agrees and understands that the intermediary broker, Agent, or insurance company whose name appears on the Premium Finance Agreement is not a representative of the Lender and has no authority to promise anything on behalf of the Lender. Furthermore, the Borrower understands that the Lender makes no warranties or representations concerning the financed coverage nor has it played any part in the selection, structuring, or acquisition of Borrower's insurance coverage.

8. The Lender shall have the right to accept any payment or payments from the Borrower after the notice of cancellation has been sent to the insurance company(ies) and may apply them as a reduction of the indebtedness hereunder, and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of the Lender to reinstate such insurance or constitute a waiver of any default hereunder. In the event the Lender requests reinstatement of such insurance, the Lender assumes no responsibility that such request will be received or honored by the insurance company, and the Borrower must verify the existence of coverage directly with the insurance company or its agent.

9. Interest on the loan is earned each month according to the policy effective date based on the Rule of 78's or as otherwise required by law. If the Borrower pays off the balance prior to maturity, they may receive a refund of a portion of the total finance charges. No refund need be made if it is less than $1.00 or maximum allowable by applicable law. Payment due dates will start on the date provided in Box 12 and continue each consecutive monthly, quarterly, semiannually, or annual payments as specified in Box 11.

10. In all cases, the Agreement is subject to approval and acceptance by the Lender. Lender may decline the loan, known as a Premium Finance Agreement, for any reason at its discretion. No contract is deemed in force until the Lender issues a notice of acceptance.

11. Borrower shall not assign the policy (except to mortgagees) without prior written consent of Lender. Lender shall assign this loan to a funding source, at its discretion, payoff and reassign same, including the terms and conditions herein, to an alternative funding source, at any time during the term of this Agreement.

12. The money advanced by the Lender is only for the premium as determined at the time this Agreement is accepted by Lender. Lender's payment shall not be applied by the insurance company to pay for any additional premiums owed by Borrower for any reason whatsoever. Borrower agrees to pay the insurance company directly for any additional premiums which become due for any reason including, but not limited to an audit. Lender may however, at its option, finance the additional premium according to the written agreement as stated above in section 6.

13. In the event of Fraud or any other type of misrepresentation, the Lender has the right to declare a default in the loan at any time at its discretion. Any default under any Agreement between the Borrower and the Lender shall be deemed and is a default under all agreements between such parties. All unearned premiums due to the Borrower whether from the insurance financed pursuant to this Agreement or any other agreement between Borrower and the Lender shall be security for and collateralize all loans made to the Borrower. Additionally, in the event of a default by the Borrower, the Lender may treat all assets of the Borrower as collateral under this Agreement, and may declare the remaining principal amount, with all accrued interest and fees, immediately due and payable.

14. The Borrower recognizes and agrees that their insurance Agent may add a fee to the base annual percentage rate as compensation for administering of the premium finance agreement where allowed by law. All parties to this transaction agree that these fees will be earned on a pro-rata basis.

15. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement including signature pages received by electronic or facsimile transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Electronic or written signatures of the parties shall be deemed to be original.

THE BORROWER REPRESENTS AND WARRANTS AS FOLLOWS:

That all financial information or financial representations given to Lender are true and correct in all respects, and fully and accurately present the financial conditions reflected therein. The execution, delivery and performance of this Agreement by Borrower is within the requisite corporate or limited liability company power, and has been duly authorized. This Agreement, when duly executed and delivered, and accepted by the Lender will constitute legal, valid, and binding obligations of Borrower and will be applicable to and secure the payment and performance of this Agreement.

There are no actions, suits, or proceedings pending or to the knowledge of Borrower, threatened against or affecting the Borrower, or involving the validity or enforceability of this Agreement. There are no liens on or security interest in the collateral. That (a) all the Borrowers or insureds are listed on the Agreement and that if all are not listed, then the one who is listed is authorized to act on behalf of all the Borrowers or insured; (b) no other party is entitled to any notice other than the one set forth on the face of the Agreement; (c) the Lender may, at its option, advance the premiums which are the subject of the Agreement to the insurance company, the intermediary broker or the Agent/Broker; (d) the Agreement contains the entire agreement between parties; (e) The Agent/Broker is the agent of the Borrower and that the Agent/Broker does not have the authority to make any representations on behalf of the Lender. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority. The Borrower is not a Debtor under any bankruptcy proceedings of Title 11 of the U.S. Statues nor have any such proceedings been threatened. Borrower is not insolvent and is not the subject of any actions or receiverships. Borrower is not in any default with any other lender.

POLICY AMOUNT FINANCED BREAKDOWN

Capital Premium Financing, LLC
Insured Name: Lonestar Taproot

Quote: **7833133.1**

POLICY PREFIX AND NUMBER	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS IS PAID	TYPE OF COVERAGE	DOWN PAYMENT AMOUNT PER POLICY	AMOUNT FINANCED PER POLICY
26-27 Prop	Navigators Specialty Insurance Company CRC Group Galleria North Tower One 13737 Noel Road 10th FL Dallas, TX 75240	PROPERTY - COMMERCIAL	$57,719.02	$160,857.05
26--27 XS Prop	Trisura Specialty Insurance Company CRC Group Galleria North Tower One 13737 Noel Road 10th FL Dallas, TX 75240	PROPERTY - COMMERCIAL	$42,972.17	$151,488.65
		TOTALS:	$100,691.19	$312,345.70

EXHIBIT "C"

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 (I) AUTHORIZING THE DEBTORS TO CONTINUE, RENEW, OR SUPPLEMENT INSURANCE POLICIES, (II) AUTHORIZING THE DEBTORS TO PAY INSURANCE PREMIUMS AND RELATED OBLIGATIONS THEREON, (III) AUTHORIZING THE DEBTORS TO CONTINUE PREMIUM FINANCING AGREEMENTS, (IV) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, AND (V) RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through six (6), 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 (I) Authorizing the Debtors to Continue, Renew, or Supplement Insurance Policies, (II) Authorizing the Debtors to Pay Insurance Premiums And Related Obligations Thereon, (III) Authorizing the Debtors to Continue Premium Financing Agreements, (IV) Authorizing Financial Institutions to Honor And Process Related Checks and Transfers, and (V) Related Relief

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing the Debtors to continue, renew, or supplement Insurance Policies, (ii) authorizing the Debtors to pay Insurance Premiums and related obligations, (iii) authorizing continuation of premium financing agreements, (iv) authorizing financial institutions to honor and process related checks and transfers, and (v) 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 and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted

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

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. The Debtors are authorized, but not directed, to, in the exercise of reasonable business judgment, (i) continue to maintain all existing Insurance Policies, (ii) pay any and all prepetition amounts due and owing related to the Insurance Policies, including without limitation Insurance Premiums and Insurance Brokerage Fees, to the extent any amounts are due and payable, (iii) continue, revise, extend, renew, supplement, or change the Insurance Policies or enter into new policies in the ordinary course of business in their sole discretion, and (iv) continue to pay premiums for the Insurance Policies in the ordinary course of business to the extent they may become due and payable on a post-petition basis.

4. Notwithstanding anything to the contrary in the Financing Agreement(s), in the event the Debtors default under the terms of the Financing Agreements, the respective lenders thereunder shall not cancel any insurance policy of the Debtors without first providing notice of

such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and providing at least five (5) business days to cure.

5. Nothing in this Interim Order or the Motion: (a) alters, amends or modifies the terms and conditions of any of the Insurance Policies; (b) relieves the Debtors of any of their obligations under the Insurance Policies; (c) creates a direct right of action against an Insurance Provider; or (d) precludes or limits, in any way, the rights of any Insurance Provider to contest and/or litigate the existence, primacy, and/or scope of available coverage under any of the Insurance Policies.

6. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to the Insurance Premiums or Financing Agreements.

7. The Debtors are authorized, but not directed, to issue new post-petition checks, or effect new electronic funds transfers on account of the Insurance Premiums or Financing Agreements, to replace any prepetition checks or electronic funds transfer requests that may be lost, dishonored, or rejected as a result of the commencement of these Chapter 11 Cases.

8. 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.

9. 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.

10. 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.

11. 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 the Local Rules are satisfied by such notice.

12. 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.

13. 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.

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

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

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

17. 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).

18. 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 "D"

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.	Case No. 26-18325 Chapter 11 (Joint Administration Requested)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE, RENEW, OR SUPPLEMENT INSURANCE POLICIES, (II) AUTHORIZING THE DEBTORS TO PAY INSURANCE PREMIUMS AND RELATED OBLIGATIONS THEREON, (III) AUTHORIZING THE DEBTORS TO CONTINUE PREMIUM FINANCING AGREEMENTS, (IV) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, AND (V) RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through six (6), 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 (I) Authorizing the Debtors to Continue, Renew, or Supplement Insurance Policies, (II) Authorizing the Debtors to Pay Insurance Premiums And Related Obligations Thereon, (III) Authorizing the Debtors to Continue Premium Financing Agreements, (IV) Authorizing Financial Institutions to Honor And Process Related Checks and Transfers, and (V) 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 Debtors to continue, renew, or supplement Insurance Policies, (ii) authorizing the Debtors to pay Insurance Premiums and related obligations, (iii) authorizing continuation of premium financing agreements, (iv) authorizing financial institutions to honor and process related checks and transfers, and (v) 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 and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted

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

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. The Debtors are authorized on a final basis, but not directed to, in the exercise of reasonable business judgment, (i) continue to maintain all existing Insurance Policies, (ii) pay any and all prepetition amounts due and owing related to the Insurance Policies, including without limitation Insurance Premiums and Insurance Brokerage Fees, to the extent any amounts are due and payable, (iii) continue, revise, extend, renew, supplement, or change the Insurance Policies or enter into new policies in the ordinary course of business in their sole discretion, and (iv) continue to pay premiums for the Insurance Policies in the ordinary course of business to the extent they may become due and payable on a post-petition basis.

3. Notwithstanding anything to the contrary in the Financing Agreement(s), in the event the Debtors default under the terms of the Financing Agreements, the respective lenders thereunder shall not cancel any Insurance Policy of the Debtors without first providing notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and providing at least five (5) business days to cure.

4. Nothing in this Final Order or the Motion: (a) alters, amends, or modifies the terms and conditions of any of the Insurance Policies; (b) relieves the Debtors of any of their obligations under the Insurance Policies; (c) creates a direct right of action against an Insurance Provider; or

(d) precludes or limits, in any way, the rights of any Insurance Provider to contest and/or litigate the existence, primacy, and/or scope of available coverage under any of the Insurance Policies.

5. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to the Insurance Premiums or Financing Agreements.

6. The Debtors are authorized, but not directed, to issue new post-petition checks or effect new electronic funds transfers on account of the Insurance Premiums or Financing Agreements, to replace any prepetition checks or electronic funds transfer requests that may be lost, dishonored, or rejected as a result of the commencement of these Chapter 11 Cases.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

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

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

16. 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).

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