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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) **Bid Procedures Hearing Date: TBD – Expedited consideration requested** **Bidding Procedures Objections Due: TBD – Expedited consideration requested** **Sale Hearing Date: TBD** **Sale Objections Due: TBD**

DEBTORS' MOTION FOR ENTRY OF (I) AN ORDER (A) APPROVING CERTAIN BIDDING PROCEDURES AND THE FORM AND MANNER OF NOTICE THEREOF, (B) AUTHORIZING THE DEBTORS TO DESIGNATE THE STALKING HORSE BIDDER, (C) SCHEDULING AN AUCTION AND A HEARING ON THE APPROVAL OF THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (D) AUTHORIZING THE DEBTORS TO

[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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ENTER INTO THE PURCHASE AGREEMENTS, (E) ESTABLISHING CERTAIN ASSUMPTION AND ASSIGNMENT PROCEDURES AND APPROVING THE MANNER OF NOTICE THEREOF, AND (F) GRANTING RELATED RELIEF; AND (II) AN ORDER (A) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE POTENTIALLY ASSIGNED CONTRACTS, AND (C) GRANTING RELATED RELIEF

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"), respectfully state the following in support of this motion (the "Motion")[2]:

RELIEF REQUESTED

1. The Debtors seek entry of:

a. an order substantially in the form attached hereto as **Exhibit A** (the "Bid Procedures Order"), granting, among other things, the following relief:

i. approving proposed bidding procedures (the "Bidding Procedures") in connection with the sale or sales (collectively, the "Sale") of substantially all of the Debtors' assets or any portion thereof (the "Assets"), in the form attached to the Bid Procedures Order as **Exhibit 1**, and approving the form and manner of notice thereof in the form attached to the Bid Procedures Order as **Exhibit 2** (the "Sale Notice");

ii. authorizing the Debtors to designate the Stalking Horse Bidder (as defined below) in accordance with the Bid Procedures Order;

iii. scheduling an auction (the "Auction") and a sale hearing (the "Sale Hearing") in connection with the Sale;

iv. subject to final court approval at the Sale Hearing, authorizing and approving the Debtors to enter into and perform under purchase agreements consistent with the Bidding Procedures (the "Purchase Agreement(s)");

[2] A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in greater detail in the Declaration of Michael DuFrayne in Support of Debtors' First Day Motions [Dkt. No. 2] (the "First Day Declaration"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration.

v. establishing procedures for the assumption and assignment (the "Assumption and Assignment Procedures") of the executory contracts and unexpired leases (collectively, the "Executory Contracts") as identified in the Assigned Contracts Schedule (as defined below) (each, and the form and manner of notice thereof in the form attached to the Bid Procedures Order as **Exhibit 3** (the "Assumption and Assignment Notice"); and

vi. granting related relief; and

b. at the Sale Hearing the Debtors will seek entry of the Sale Order, which will be filed in advance of the Sale Hearing:

i. authorizing and approving the Debtors' entry into the Asset Purchase Agreement(s) with the Winning Bidder(s) (as defined below) or Back-Up Bidder(s) (as defined below), as applicable;

ii. authorizing the Sale(s) of the Assets to the party or parties that are the Winning Bidder(s) at the Auction, free and clear of all liens, claims, and encumbrances (collectively, the "Encumbrances"), except for certain assumed liabilities and Permitted Liens as defined in the Asset Purchase Agreements;

iii. authorizing and approving the assumption and assignment of the Potentially Assigned Contracts (as defined below) in connection with the Sale, including proposed Cure Amounts (as defined below) (if any); and

iv. granting related relief.

2. In support of the Motion, the Debtors incorporate the statements contained in the First Day Declaration, filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the District of New Jersey (the "Court") 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 confirm their 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.

4. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363, 365, and 541 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, 6004, and 6006, of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1, 6004-2, 9013-1, and 9013-2(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

BACKGROUND

A. General Background

6. On July 22, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code commencing these cases (these "Chapter 11 Cases") in the United States Bankruptcy Court for the District of New Jersey (the "Court").

7. The Debtors continue to manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner and no committee ("Committee") has been appointed in the Chapter 11 Cases.

8. Prior to cessation of business operations on July 10, 2026, LSD had two core business segments: mining digital assets for its own account; and providing top-tier equipment hosting services at its Mining Facilities (as defined below) for other large-scale mining clients, utilizing advanced technologies like air cooling, hydro cooling, and a proprietary immersion cooling system. As part of its operations, LSD operated two mining facilities: a "land leased' facility located at 4143 N US Highway 285, Pecos, Texas 79772 (the "Tarbush Facility"), and an

owned facility located at 3072 FM 1927 Pyote, Texas 79777 (the "Pyote Facility" and with the Tarbush Facility, collectively, the "Mining Facilities").

9. LST owns the real property (the "Pyote Site") where the Pyote Facility is located, and certain equipment used in the Mining Facilities.

10. Additional information regarding the Debtors' prior business operations, organizational structure, and the events leading to the commencement of these Chapter 11 Cases may be found in the First Day Declaration.

11. As set forth in the First Day Declaration, the Debtors filed these Chapter 11 Cases to effectuate a sale of all or substantially all of their assets, including those located at the Mining Facilities to maximize value for all stakeholders.

B. Debtors' Marketing and Sale Efforts

12. On or around November 14, 2025, the Debtors retained Michael DuFrayne of DuFrayne LLC ("DL") as the Chief Restructuring Officer ("CRO") of the Debtors to implement an enterprise-wide restructuring initiative to preserve and enhance its value for the benefit of creditors and other parties-in-interest to the Debtors' estates. *See* First Day Declaration, ¶¶ 4 & 5. Thereafter on or around February 3, 2026, DL was retained as Investment Banker of the Debtors in connection with a potential investment in, financing or sale of a portion, all, or substantially all of the Debtors' businesses and/or assets. *Id.*

13. In these capacities, the CRO and/or DL have assisted the Debtors with, among other things, liquidity management, operations, financial restructuring needs, communications and negotiations with customers, landholders, and creditors, evaluation of strategic restructuring alternatives including potential sale alternatives, and the preparation and filing of these cases, including securing the assets of the Debtors, and finalizing financials and assembling reliable books and records to provide to this Court. *Id.* at ¶ 6.

14. The Debtors determined that facilitating a sale of the Debtors' Assets could potentially offer the best path forward. Accordingly, prior to the filing of the Chapter 11 Cases, and beginning early 2026, the Debtors began soliciting third-party interest in a recapitalization and/or acquisition of the Debtors. *Id.* at ¶ 49-52. Specifically, beginning in March 2026, DL conducted a three plus month process which consisted of preparing marketing material, including an introductory teaser, a Confidential Information Memorandum, and populating a confidential data room, identifying and contacting over 330 strategic, financial and hybrid parties by social media, emails and mailing, with a targeted emphasis on participants in the AI/HPC data center industry, crypto mining operators, REITS, data center infrastructure operators and Private Equity firms. DL also coordinated management responsiveness to buyer inquiries, numerous management presentations and negotiating letter of intent. ("Marketing Process"). *Id.* at ¶¶ 49-52.

15. After considering numerous offers received and engaging in discussions with the interested buyers, the Debtors determined that an in-court sale process pursuant to section 363 of the Bankruptcy Code was the best available structure through which a sale transaction could be completed. After thoroughly evaluating the proposals submitted by interested parties and engaging in follow up discussions, the Debtors, in consultation with the Debtors' professionals, determined that Thor CALAP LLC ("Thor CALAP" or "Stalking Horse Bidder") submitted the highest or otherwise best offers for the Assets. *Id.* As such, on July 13, 2026, Debtors LSD and LST signed Letters of Intent, effective as of July 10, 2026, with Thor CALAP LLC ("Thor") for the purchase of the Pyote Site and associated power rights, equipment and other assets ("Pyote Assets"); and the power rights and equipment and other assets associated with the Tarbush Facility excluding certain specified assets (the "Tarbush Assets"). *Id.* at ¶ 54.

16. Thereafter, on July 22, 2026, the Debtors and Thor CALAP entered into two asset purchase agreements – one for the Tarbush Assets (the "Tarbush APA") and another for the Pyote Assets (the, "Pyote APA", and with the Tarbush APA, collectively, the "Stalking Horse APA"), which are attached hereto as **Exhibit B**. Collectively, the Tarbush APA and the Pyote APA contemplate the sale of substantially all of the Debtors Assets. However, each APA represents a separate and independent asset purchase transaction, and each will proceed on its own terms, with the rights and obligations of the parties under each APA being separate and distinct. The Debtors intend to use the Stalking Horse Bidder's bid, as applicable, as the stalking horse bid for the applicable Assets (each a "Stalking Horse Bid")[3]. *Id.* at ¶ 56.

17. Under the Tarbush APA, Thor CALAP agrees to purchase the Tarbush Assets, as described in the Tarbush APA, for a purchase price of $37 million (the "Tarbush Purchase Price") plus certain assumed liabilities as set forth in the Tarbush APA.

18. Under the Pyote APA, Thor CALAP agrees to purchase the Pyote Assets, as described in the Pyote APA (excluding the Amended Surface Use Agreement ("Amended SUA") as defined in the First Day Declaration), for a purchase price of $15 million (the "Pyote Purchase Price", and with the Tarbush Facility Purchase Price, collectively, the "Purchase Price").

19. Each Stalking Horse APA also provides certain bid protections (the "Bid Protections"), including a break-up fee and expense reimbursement, to the Stalking Horse Bidder. Specifically, in the event that the (i) the Debtors enter into an Alternative Transaction (as defined in the applicable Stalking Horse APA) or terminates the Stalking Horse APA for any reason other than breach by the Stalking Horse Bidder or (ii) the Stalking Horse APA is terminated pursuant to

[3] Any summary of the Stalking Horse APA contained herein is qualified in its entirety by the actual terms and conditions of the Stalking Horse APA attached hereto as **Exhibit B**. To the extent that there is any conflict between the summary contained herein and the actual terms and conditions of the Stalking Horse APA, the terms and conditions of the applicable Stalking Horse APA shall control in all respects.

the terms of the applicable Stalking Horse APA and the Stalking Horse Bidder is not then in default under the Stalking Horse APA, the Stalking Horse Bidder shall be entitled to (a) a breakup fee equal to 3% of the cash and non-cash consideration to be paid under the applicable Stalking Horse APA (collectively, the "Break-Up Fee") and (b) an expense reimbursement in a reasonable amount not to exceed $250,000.00 under the Tarbush APA and $150,000.00 under the Pyote APA, which represents approximately 1% of the cash portion of each Stalking Horse APA (collectively, the "Expense Reimbursement"). Per the Stalking Horse APA, the obligation of the Debtors to pay the foregoing Bid Protections: (a) shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code, provided that the Bid Protections shall be payable directly out of the proceeds of, and as a precondition to closing a Competing Transaction (as defined in the applicable APA); and (b) shall survive the termination of the Stalking Horse APA.

20. The Bid Protections (which are available only to the Stalking Horse Bidder) are well within the range of bid protections often allowed in this District for sale processes under section 363 of the Bankruptcy Code. Further, the Bid Protections are reasonable in light of, among other things, the Stalking Horse Bidder's considerable efforts in setting a floor for the auction of the Assets. In addition, the Debtors' estates will not be impacted by the Bid Protections because the Bidding Procedures provide that any overbid must include an amount of cash consideration equal to or exceeding the sum of the applicable Purchase Price, plus the amount of the Bid Protections, plus an overbid increment to be set by the Debtors.

21. Local Rule 6004-1 requires, among other things, that the debtor include the "material terms of the proposed sale" in a sale motion. The Debtors submit that the summary in the paragraphs above memorializes the material terms of the Stalking Horse APA for purposes of Local Rule 6004-1.

THE PROPOSED SALE PROCESS AND SELECTION OF STALKING HORSE BIDDER

22. In connection with the Sale of the Assets, the Debtors submit that conducting an Auction in accordance with the Bidding Procedures will obtain the highest or otherwise best offer for the Assets and will maximize the value of the Debtors' estates. A summary of some of the significant provisions of the Bidding Procedures is set forth below.[4]

A. Stalking Horse APA

23. As noted above, following arm's-length and good-faith negotiations, the Debtors and the Stalking Horse Bidder have agreed upon the Stalking Horse APA whereby the Stalking Horse Bidder will purchase certain of the Assets. A true and correct copy of the Stalking Horse APA(s) are attached hereto as **Exhibit B**. The Debtors submit that the Stalking Horse APA promotes competitive bidding and maximizes value by establishing a baseline bid for the Assets, which is subject to higher or otherwise better offers at the Auction.

24. The Stalking Horse APA contains certain key provisions, each of which were specifically negotiated by the Stalking Horse Bidder and which are a condition required by the Stalking Horse Bidder for the deal encapsulated in the Stalking Horse APA. As set forth in the First Day Declaration, the Debtors have concluded that these provisions were necessary to secure the Stalking Horse Bidder's commitment to acquire the Assets in accordance with the terms of the applicable Stalking Horse APA.

25. In addition, the Debtors have concluded that the Bid Protections set forth in the Stalking Horse APA, are (i) an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, bidding for the Assets by providing a baseline of value,

[4] If there exists any omission or discrepancy between the following summary and the actual terms of the Bidding Procedures, the actual terms of the Bidding Procedures shall control.

increasing the likelihood of competitive bidding at the auction, and facilitating participation of other potential bidders in the sale process, thereby increasing the likelihood that the Debtor will receive the best possible price and terms for the Assets subject to the APA, (iii) reasonable and appropriate, (iv) a material inducement for, and conditions necessary to, ensure that the Stalking Horse Bidder will continue pursuit of the proposed agreement to purchase the Assets subject to the applicable Stalking Horse APA, and (vi) reasonable in relation to the substantial investment of time and money Stalking Horse Bidder made prepetition and Stalking Horse Bidder's lost opportunities resulting from the time and money spent pursuing such transaction.

26. Accordingly, the Debtors proposed entry into the Stalking Horse APA(s) is in the best interest of the Debtors' estates, constitute a sound exercise of the Debtors' business judgment, and should be approved.

B. The Bidding Procedures

27. To maximize the value of the Assets for the benefit of the Debtors' estates and stakeholders, the Debtors seek to implement a competitive bidding process. The Debtors submit that conducting an Auction in accordance with the Bidding Procedures will obtain the highest or otherwise best offer for the Assets. Accordingly, the Debtors request that competing bids for the Assets be governed by the Bidding Procedures and Bid Procedures Order, which, among other things, collectively establish:

- the requirements that a Potential Bidder (as defined below), other than the Stalking Horse Bidder, must satisfy to be entitled to participate in the bidding process, conduct due diligence, and become a Qualified Bidder (as defined below) (*see, generally,* Bidding Procedures);
- the requirements for Qualified Bidders to submit bids and the method and criteria by which such bids become Qualified Bids;
- the deadline by which bids must be submitted;
- the procedures for conducting the Auction;

- the assumption and assignment procedures for executory contracts and unexpired leases; and

- various other matters relating to the sale process generally, including, but not limited to, the Sale Hearing, deposit and return of any Good Faith Deposits, and designation of a Back-Up Bidder.

The Bidding Procedures contain the following provisions, some of which are required to be highlighted pursuant to Local Rule 6004-1(c), and which are more fully described in the Bidding Procedures and the Bid Procedures Order:[5]

i. **Provisions Governing Qualifications of Potential Bidders.** To participate in the bidding process or otherwise be considered for any purpose hereunder, including to receive access to due diligence materials, a person or entity interested in purchasing the Assets or part of the Assets (other than the Stalking Horse Bidder) must deliver or have previously delivered to counsel to the Debtors and their advisors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance reasonably acceptable to the Debtors;

b. sufficient information to show that the Potential Bidder has sufficient cash on hand or has received sufficient non-contingent debt and/or equity funding commitments to consummate a purchase of the Assets subject to the contemplated bid; and

c. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint bid to the extent reasonably practicable.

After provision of the Preliminary Bid Documents, the adequacy of which the Debtors and their advisors shall determine in their sole discretion, such submitting person or entity shall be deemed a (a "Potential Bidder"). For the avoidance of doubt, the Stalking Horse Bidder shall be a Potential Bidder.

[5] If there exists any omission or discrepancy between the following summary and the actual terms of the Bidding Procedures, the actual terms of the Bidding Procedures shall control.

ii. **Due Diligence Provision**.

a. The Debtors have established a confidential electronic data room concerning the Assets (the "Data Room") and will grant each Potential Bidder access to such Data Room. ***No Potential Bidder will be permitted to conduct any due diligence without entry into a Confidentiality Agreement***.

b. Up to and including the Bid Deadline, the Debtors shall afford any Potential Bidder such due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable and appropriate under the circumstances. The Debtors may designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from such Potential Bidders. In the event that any such due diligence materials are prepared by the Debtors in written form and have not previously been provided to any other Potential Bidder, the Debtors will simultaneously provide access to such materials to all Potential Bidders. Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Assets in conjunction with submitting its Bid (as defined below).

c. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person or entity who is not a Potential Bidder who does not otherwise comply with the participation requirements set forth above.

iii. **Qualified Bid Requirements**. To participate in the Auction, a Potential Bidder (other than the Stalking Horse Bidder) must deliver to the Debtors and their advisors an irrevocable offer for the purchase of all, substantially all, or some of the Assets (each, a "Bid"), and shall meet the following criteria (collectively, the "Qualified Bid Requirements"), in each case**, by no later than Friday, September 8, 2026** (the "Bid Deadline"), that:

a. State that the Bid includes an offer by the Potential Bidder to effectuate a Sale and identify with specificity which Assets are included in the Bid. Each Potential Bidder must specify whether the Bid is conditioned on purchasing all Assets included in the Bid or whether the Bid should be viewed as separate Bids for one or more sets of Assets (in which case, the Bid must specify such sets).

b. Includes a binding, definitive and fully executed asset purchase agreement, which (1) shall be in form and substance substantially similar to the Stalking Horse APA and marked to reflect only those

changes required as a condition of such Qualified Bidder closing the Sale, (2) shall not contain any provisions entitling such Qualified Bidder to any break-up fee, expense reimbursement or other bid protections of any kind, (3) waives the right to pursue a substantial contribution claim under 11 U.S.C. § 503 related in any way to the submission of the bid or participation in any auction, and (4) otherwise contains terms and conditions that are more favorable to the Debtors than those set forth in the Stalking Horse APA. An asset purchase agreement, together with its schedules and exhibits, submitted in accordance with these Bidding Procedures, shall be referred to herein as a "Qualified Bidder APA."

c. Set forth the cash purchase price (the "Cash Consideration") and identify any non-cash consideration included in such Bid (together with the Cash Consideration, the "Bid Purchase Price"), including, without limitation, which Executory Contracts the Potential Bidder expects the Debtors to assume and assign to the Bidder and which liabilities, if any, of the Debtors the Potential Bidder is agreeing to assume (the "Assumed Liabilities"). The Bid Purchase Price associated with each Bid may include only cash and/or other consideration acceptable to the Debtors. The Cash Consideration of any Qualified Bid with respect to all or any portion of the Assets must be no less than an amount necessary to satisfy the Expense Reimbursement, as defined herein, and be a Topping Bid with respect to the applicable Assets. In order for the Bid to qualify as a "Topping Bid," it must provide for consideration at Closing (as defined herein) that is equal to or in excess of the sum of: (i) the Stalking Horse Bid; (ii) the Expense Reimbursement; and (iii) an incremental overbid of $250,000 for the Pyote Assets and $500,000 for the Tarbush Assets (the "Minimum Increment"), which may be adjusted for any Bid relating to Assets not contemplated to be sold under the Stalking Horse APA. Any bid must also include a statement as to whether the bid is conditioned on purchasing all Assets or whether the Bid should be viewed as separate bid for one or more sets of Assets.

d. Other than a Stalking Horse Bid, be accompanied by a good faith deposit by wire transfer or certified check (payable to the order of the Debtors), in an amount equal to five percent (5%) of the cash consideration of the Bid (each, a "Good Faith Deposit"); *provided that*, to the extent a Bid is modified at or prior to the Auction in any manner that increases the proposed purchase price contemplated by such Bid, the Debtors reserve the right to require that such Potential Bidder increase its Good Faith Deposit so that it equals five percent (5%) of the increased aggregate purchase price promptly and in no event no later than one (1) business day following the conclusion of the Auction. The Good Faith Deposits shall be **deposited no later**

than September 8, 2026, at 5:00 pm (EST) with the Debtors or the escrow agent identified by the Debtors (the "Escrow Agent").

e. Provides that such Bid is not subject to contingencies of any kind, including, without limitations, contingencies related to financing, internal approval, or due diligence.

f. Provides that such Bid is binding, unconditional, and irrevocable until the earlier of: (a) such Bid being determined by the Debtors not to be a Qualified Bid; (b) if such Bid is not chosen by the Debtors at the Auction to be the Winning Bid or Back-Up Bid, the date of entry by the Bankruptcy Court of an order approving the Sale to another Qualified Bidder; (c) if such Bid is chosen by the Debtors to be the Winning Bid or the Back-Up Bid, the date which is the earlier to occur of (i) the first business day after the closing of the Sale with the Winning Bidder, or (ii) thirty (30) days following the date the order approving the Sale to the Winning Bidder shall have become a final, non-appealable, order ("Final Order").

g. Contain evidence that the Potential Bidder has obtained the necessary authorizations or approvals, as required by that Bidder's governing documents, with respect to the submission of the Bid and the consummation of the Sale.

h. Include a statement or evidence reflecting (1) that the Potential Bidder is prepared to consummate the Sale upon entry of the Sale Order by the Court approving the Sale to the Winning Bidder and (ii) consummation shall not be contingent on obtaining requisite government, regulatory, or other third-party approvals.

i. Each Bid must include evidence of the Potential Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Executory Contracts included in its bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Executory Contracts included in the bid, which information may include (1) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (2) financial statements, (3) tax returns, and (4) annual reports; and (b) the Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property, if any, included in the bid (the "Adequate Assurance Information"). All Adequate Assurance Information must be in a

form that will permit its immediate dissemination to Contract Counterparties (as defined below).

j. Certifies that the Potential Bidder: (1) has not engaged in any collusion with respect to any Bid or the Sale, specifying that it did not agree with any Qualified Bidders or Potential Bidders to control price; (2) agrees not to engage in any collusion with respect to any Bids, the Auction, or the Sale; and (3) by submitting a Bid is agreeing, and shall be deemed to have agreed to abide by and honor the terms of the Bidding Procedures.

k. Includes an acknowledgement and representation that the Potential Bidder has had an opportunity to conduct all due diligence regarding the Debtors' Assets prior to submitting its Bid and that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or assets in making its Bid.

l. Includes an acknowledgment that by submitting a Bid, the Potential Bidder agrees to be a Back-Up Bidder in accordance with the terms of the Bid Procedures, should such Bid be so selected.

m. If the Potential Bidder was formed in whole or part for the purpose of acquiring all or part of the Assets, provides evidence which is reasonably satisfactory to the Debtors, from each of the equity holders of such Potential Bidder demonstrating that such Bidder has, or will have access to, the financial resources needed to consummate the Sale if it becomes the Winning Bidder, and that the use of such resources to consummate the Sale has been authorized and approved by such entity's board of directors (or comparable governing body); *provided*, that the Debtors reserve the right to limit or waive this requirement for one or more Potential Bidders.

n. Provides that the Debtors have the right to pursue all available damages in the event of the Bidder's breach of, or failure to perform under, the Qualified Bidder's APA.

iv. **Evaluation of Qualified Bids**.

a. The Debtors will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A Bid received from a Potential Bidder for any portion of the Assets that is determined by the Debtors to meet the above Qualified Bid Requirements will be considered a "Qualified Bid," and each Potential Bidder that submits such a Qualified Bid will be considered a "Qualified Bidder." The Debtors will make a determination regarding which Bids qualify as Qualified Bids and will notify Potential Bidders whether they have been selected as

Qualified Bidders on an ongoing basis but no later than **September 9, 2026, at 5:00 p.m. (EST)**. For the avoidance of doubt, the Stalking Horse Bid is deemed a Qualified Bid, and the Stalking Horse Bidder is deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, notwithstanding the requirements that a Potential Bidder must satisfy to be a Qualified Bidder.

b. A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors deem pertinent in their reasonable business judgment (in consultation with the Committee, if any), including, among other things: (a) the amount of the Qualified Bid; (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder; (c) any excluded Assets or potentially Assumed Contracts; (d) the number, type, and nature of any changes to the Stalking Horse APA; (e) the net benefit to the Debtors' estates; (f) the tax consequences of such Qualified Bid; and (g) any other factors that the Debtors (in consultation with the Committee, if any), reasonably may deem relevant.

v. **Disposition of Good Faith Deposits**. The Debtors shall return the Good Faith Deposits of all Qualified Bidders, other than the Winning Bidder and the Back-Up Bidder, within five (5) business days following entry by the Bankruptcy Court of an order authorizing the Sale to the Winning Bidder; provided, however, that (i) the Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by the Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under the Bidding Procedures, and (ii) the Debtors and their estates shall be entitled to retain the Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of the Bidding Procedures and/or the relevant Qualified Bid. Deposit of the Winning Bidder shall be credited to the Purchase Price. If the Winning Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale, however, then such Bidder's Deposit will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors, pursuant to the applicable asset purchase agreement. The Good Faith Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder within five (5) business days following the date its bid is no longer required to be open and irrevocable.

C. Proposed Sale Schedule

28. The Debtors propose that the bidding, auction, and sale process be conducted in accordance with the following proposed timeline ("Sale Timeline"):

Event	**Deadline**
Bid Procedures Hearing	August 12, 2026
Submission of Non-Binding Indication of Interest	Ongoing but no later than August 27, 2026
Qualified Bid Deadline	September 8, 2026
Auction	September 10, 2026
Notice of Winning Bid and Back-Up Bid	September 11, 2026
Sale Objection Deadline	September 14, 2026 at 5:00 p.m. (EST)
Assumption and Assignment Objection Deadline	September 14, 2026 at 5:00 p.m. (EST)
Sale Hearing (no later than)	September 16, 2026
Deadline to Close Proposed Sale Transactions	November 30, 2026

29. The Debtors believe that the Sale Timeline is reasonable in time and scope and affords parties and creditors with sufficient time to gather information necessary to formulate a competitive bid that should maximize the value of the Assets for the benefit of the Debtors' estates and their stakeholders. In addition to the Debtors' marketing efforts thus far—which have been ongoing since February 2026—the Debtors will use the time prior to, and after, entry of the Bid Procedures Order to continue marketing the Assets to expedite the solicitation of bids for the Debtors' Assets in advance of the Bid Deadline. In light of the foregoing, the Debtors believe that the proposed schedule is in the best interests of the Debtors' estates, will assist in establishing whether and to what extent a market exists for the Assets, and provides interested parties with sufficient opportunity to participate in any Sale transaction(s) and ultimately, will result in the highest or otherwise best bid for the underlying Assets under the circumstances.

D. Auction

30. If the Debtors receive more than one Qualified Bid (as defined in the Bidding Procedures), the Debtors will conduct an Auction on **September 10, 2026** either (i) at the offices of Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, (ii) virtually, or (iii) at such other date, time, and location as designated by the Debtors, in accordance with the Bidding Procedures. The Auction, if any, shall be governed by the following procedures (the "Auction Procedures"):

i. Except as otherwise determined by the Debtors in their business judgment, only the Debtors, the U.S. Trustee, any Qualified Bidders, the Committee (if any), and, in each case, the respective representatives and professionals of the foregoing parties, shall be entitled to attend the Auction.

ii. Except as otherwise provided herein, only Qualified Bidders shall be entitled to bid at the Auction.

iii. The Qualified Bidders may appear virtually themselves or through duly-authorized representatives at the Auction.

iv. At the commencement of the Auction, the Debtors may announce additional procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive Bid(s).

v. Bidding at the Auction shall commence at the amount of the Baseline Bid. Prior to 5:00 p.m. (prevailing Eastern Time) on the day that is one calendar days before the Auction (the "Baseline Bid Deadline"), the Debtors will provide all Qualified Bidders (including the Stalking Horse Bidder), with a notice identifying which Qualified Bid is the Baseline Bid. Subsequent Bids (each an "Overbid") shall be an increase over the Baseline Bid or previous Overbid, in an amount equal or greater than the Minimum Increment. The Debtors reserve the right to reduce or increase the Minimum Increment in their discretion at the Auction.

vi. To the extent the Stalking Horse Bidder submits a higher bid, the Stalking Horse Bidder shall have the right (but not the obligation) to increase its bid by using, as a credit, the amount of the Bid Protections when determining whether the Stalking Horse Bidder has topped the previous bid by the required amount.

vii. Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (a) the Debtors accept a

bid submitted by another Qualified Bidder during the Auction, and (b) such prior Overbid is not selected as the Back-Up Bid.

viii. During the course of the Auction, the Debtors shall, after submission of each Overbid, promptly inform each Qualified Bidder of the terms of the previous bids and inform each Qualified Bidder which Overbid(s) reflect, in the Debtors' view, the highest or otherwise best Bid(s) for the applicable Assets. Each Qualified Bidder will be permitted a reasonable time to respond to previous bids at the Auction, as determined by the Debtors.

ix. The Debtors will not consider Bids made after the Auction has been closed.

x. The Debtors, in their reasonable business judgment, may reject, at any time before entry of an order of the Court approving a Winning Bid, any Bid (other than the Stalking Horse Bid) that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders, (iv) likely to lack the support of their stakeholders in seeking Court approval thereof, or (v) otherwise violative of any of the Debtors' fiduciary obligations.

xi. The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any bid made by a Qualified Bidder during the Auction.

xii. The Debtors reserve the right, in their reasonable business judgment, to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require that the Qualified Bidder has sufficient cash on hand or has received sufficient noncontingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount. The Debtors shall promptly file notice of such adjournment with the Court.

xiii. The Debtors, in their business judgment, reserve the right to amend, waive, or otherwise modify the Auction Procedures at any time, including without limitation, the time, place, attendance, and format of the Auction in a manner that they determine will maximize value.

31. Nothing in the Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law.

E. Acceptance of Winning Bid(s) and Notice of Action Results

32. Upon the conclusion of the Auction (if such Auction is conducted), the Debtors, in the exercise of their reasonable, good-faith business judgment, shall identify the Winning Bidder(s), which is the highest and best Qualified Bid(s) submitted at the Auction. The Debtors shall also identify the Qualified Bidder(s) that submitted the next highest or otherwise best Qualified Bid(s) as Back-Up Bidder(s) and such bid(s) as the Back-Up Bid(s).

33. As soon as reasonably practicable after the closing of the Auction, the Debtors shall file with the Court notice of the auction results ("Notice of Auction Results"), serve such Notice on the Notice Parties (as defined below), and cause such Notice to be published on the Debtors' restructuring website at: https://www.veritaglobal.net/Poolin (the "Verita Global Website"), which Notice shall (a) identify each of Winning Bidder(s) and Back-Up Bidder(s); and (b) set forth the Sale Objection Deadline (as defined below), the date, time, and location of the Sale Hearing, and any other relevant dates or other information necessary to reasonably apprise the parties of the outcome of the Auction.

F. Assumption and Assignment Procedures

34. As part of the Sale, the Debtors are seeking approval of the below procedures (the "Assumption and Assignment Procedures") for notifying counterparties to Executory Contracts (each a "Contract Counterparty," collectively, the "Contract Counterparties") of proposed Cure Amounts (as defined below) with respect to those Executory Contracts that the Debtors propose to assume and assign to the Winning Bidder. To the extent any Executory Contract is determined not to be an executory contract or unexpired lease subject to section 365 of the Bankruptcy Code,

the Debtors seek authority to transfer all of the Debtors' rights and obligations under such Executory Contract to the Winning Bidder, pursuant to section 363 of the Bankruptcy Code.

i. **Notice of Potential Assumption and Assignment**. As soon as reasonably practicable after entry of the Bid Procedures Order, the Debtors will file with the Court and serve on each Contract Counterparty to an Executory Contract listed therein, a notice substantially in the form annexed to the Bid Procedures Order as **Exhibit 3** (the "Assumption and Assignment Notice"), which shall include a schedule identifying each of the Debtors' Executory Contracts that may be assumed and assigned in connection with the Sale (the "Assigned Contracts Schedule"). The Assumption and Assignment Notice will state (i) the cure amount, if any, that the Debtors believe is necessary to cure all monetary defaults, if any, under each Executory Contract (the "Cure Amount"), (ii) identify any proposed adequate assurance of future performance ("Adequate Assurance"), if any, and (iii) inform such Contract Counterparty of the requirement to file any Assignment Objection (defined below) by the Assumption and Assignment Objection Deadline (as defined below). Service of the Assumption and Assignment Notice upon a Contract Counterparty does not constitute an admission that a particular Executory Contract constitutes an executory contract or unexpired lease of property pursuant to section 365 of the Bankruptcy Code or confirm that the Debtors are required to assume and/or assign such Executory Contract.

ii. **Assumption and Assignment Objection Deadline**. The Debtors request that the Court set the deadline for Contract Counterparties to file objections, if any, to the assumption and assignment of an Executory Contract, for **5:00 p.m. (EST) on September 14, 2026** (the "Assumption and Assignment Objection").

iii. **Requirements for Assumption and Assignment Objection**. An Assumption and Assignment Objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection and, if the objection pertains to (x) the proposed Cure Amount, state the cure amount alleged to be owed to the objecting Contract Counterparty, or (y) the proposed Adequate Assurance, state the adequate assurance amount purportedly required, together with any applicable and appropriate documentation in support thereof, (clauses (i)-(iii), the "Assumption and Assignment Objection Requirements"); and (iv) be filed with the Court no later than the Assumption and Assignment Objection Deadline.

iv. **Resolution of Assumption and Assignment Objection**. If a Contract Counterparty files an Assumption and Assignment Objection and the Winning Bidder has designated that it wishes to take assignment of such Executory Contract, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such objection will be resolved at the Sale Hearing, but

such Executory Contract shall be assumed and assigned only upon satisfactory resolution of the Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion, ***provided, however,*** that if an Assumption and Assignment Objection is resolved by the Court in a manner that is not satisfactory to the Winning Bidder, the Winning Bidder shall retain the right to remove the applicable Executory Contract subject to such objection from the Assigned Contract Schedule, and such Contract shall not constitute an Assigned Contract and the Winning Bidder shall not be responsible for any Cure Amount or Adequate Protection with respect to such Contract.

v. **Supplemental Assumption and Assignment Notice**. The Debtors reserve the right, with the consent of the Stalking Horse Bidder or Winning Bidder, as applicable, to: (a) supplement the Assigned Contracts Schedule attached to the Assumption and Assignment Notice with previously omitted Executory Contracts; (b) remove any Executory Contracts from the Assigned Contracts Schedule; and (iii) modify the previously stated Cure Amount and/or Adequate Assurance associated with any Executory Contract (each a "Supplemental Assigned Contracts Schedule") at any time prior to the closing of the Sale. In the event that the Debtors exercise any of such rights reserved herein:

a. The Debtors shall promptly file with the court and serve on each affected Contract Counterparty a supplemental notice of assumption and assignment (a "Supplemental Assumption and Assignment Notice"). Each Supplemental Assumption and Assignment Notice shall include the same information with respect to listed Executory Contracts as would have been included in the Assumption and Assignment Notice (each a "Supplemental Assigned Contracts Schedule").

b. A Contract Counterparty listed on a Supplemental Assumption and Assignment Notice may file an objection (a "Supplemental Assignment Objection"). All Supplemental Assignment Objections must comply with the Assumption and Assignment Objection Requirements and be filed with the Court on the later of (x) the Assumption and Assignment Objection Deadline and (y) the Sale Hearing, which date will be set forth in the Supplemental Assumption and Assignment Notice.

c. If a Supplemental Assignment Objection is not satisfactorily resolved, the Winning Bidder shall retain the right to remove the Executory Contract subject to such objection from the Supplemental Assigned Contracts Schedule, and such Executory Contract shall not constitute an Assigned Contract and the Winning Bidder shall not be responsible for any Cure Amount or Adequate Protection with respect to such Executory Contract.

vi. **Failure to File Assumption and Assignment Objection**. If a Contract Counterparty listed on an Assigned Contracts Schedule or a Supplemental Assigned Contracts Schedule fails to timely and properly file and serve an Assumption and Assignment Objection or a Supplemental Assignment Objection, as applicable, and absent a subsequent order of the Court establishing an alternative Cure Amount: (a) the Cure Amount and Adequate Assurance, if any, set forth in the Assumption and Assignment Notice (or Supplemental Assumption and Assignment Notice) shall be controlling, notwithstanding anything to the contrary in any Contracts or any other document, and such Contract Counterparty will be deemed to have consented to the assumption and assignment of the Executory Contract and the Cure Amount and Adequate Assurance, if any, and will be forever barred from objecting to the assumption and assignment of such Contract and rights thereunder, including to the Cure Amount and Adequate Assurance, if any, and from asserting any other claims related to such Executory Contract against the Debtors and/or the Winning Bidder.

35. The inclusion of an Executory Contract on the Assigned Contracts Schedule or Supplemental Assigned Contracts Schedule, will not obligate the Debtors to assume any Executory Contract listed thereon, obligate the Winning Bidder to take assignment of such Executory Contract, or constitute any admission or agreement of the Debtors that such Executory Contract is an executory contract or unexpired lease. Only those Executory Contracts that are included on an Assigned Contracts Schedule or Supplemental Assigned Contracts Schedule attached to the Sale Order approving the Sale to the Winning Bidder will be assumed and assigned to the Winning Bidder as an Assigned Contract (each an "Assigned Contract", and collectively, the "Assigned Contracts"). To the extent an Executory Contract is not assumed and assigned to the Winning Bidder, the Debtors will, in their reasonable discretion, either reject such unassigned Executory Contract, or sell or transfer such unassigned Executory Contract to the extent permitted by applicable law. In no event will the Winning Bidder be responsible for any unassigned Executory Contracts.

36. At the Sale Hearing, the Debtors or the Winning Bidder shall (i) present evidence necessary to demonstrate adequate assurance of future performance by the Winning Bidder and

(ii) request entry of an order approving the assumption and assignment of any or all Executory Contracts to be assumed and assigned to the Winning Bidder. For the foregoing reasons, the Debtors believe that granting the relief requested herein is appropriate and in the best interests of all parties-in-interest.

G. The Proposed Noticing Procedures

i. Notice of Sale, Auction, and Sale Hearing

37. The Bidding Procedures provide the following "Noticing Procedures":

a. **Sale Notice**. Within two (2) business days following the entry of the Bid Procedures Order or as soon as reasonably practicable thereafter (the "Mailing Date"), the Debtors shall serve a Sale Notice in the form annexed to the Bid Procedures Order as **Exhibit 2**, the Bid Procedures Order, and the Bidding Procedures by e-mail, first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Assets, (ii) all entities known to have asserted any lien in or upon any of the Assets, (iii) the Office of the United States Trustee for the District of New Jersey, (iv) the United States Attorney's Office for the District of New Jersey, (v) the Internal Revenue Service, (vi) counsel for Stalking Horse Bidder, (vii) counsel for the Committee; and (viii) all parties who have requested notice pursuant to Federal Rules of Bankruptcy Procedure Rule 2002 (collectively, the "Notice Parties").

b. **Notice of Determination of Qualified Bids**. The Debtors will make a determination regarding which bids qualify as Qualified Bids and will notify potential bidders whether they have been selected as Qualified Bidders on an ongoing basis but no later than **September 9, 2026, at 5:00 p.m. (EST)**.

c. **Sale Objection**. Any objections to the Sale, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and (b) the entry of any Sale Order must be: (i) in writing; (ii) state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (iii) filed with the Court on or before the Sale Objection Deadline set forth in the Bidding Procedures; and (iv) served on (1) the counsel to the Debtors, (2) the Office of the United States Trustee

for the District of New Jersey, (4) counsel for the Stalking Horse Bidder, (5) counsel for the Committee, and (6) if applicable, counsel for the relevant Winning Bidder and/or counsel for the relevant Back-Up Bidder (collectively, the "Objection Notice Parties") so as to be reached by such Objection Notice Parties no later than **September 14, 2026 at 5:00 p.m. (EST)** (the "Sale Objection Deadline").

d. **Assumption and Assignment Notice**. The Debtors will provide all notices regarding the proposed assumption and assignment of Executory Contracts in accordance with the Assumption and Assignment Procedures set forth above and in the Bid Procedures Order.

38. The Debtors believe that the Noticing Procedures constitute adequate and reasonable notice of the key dates and deadlines for the sale process, including the dates and deadlines identified in paragraph 28 above. Accordingly, the Debtors request that the Court find that the Noticing Procedures are adequate and appropriate under the circumstances and comply with the requirements of Bankruptcy Rule 2002 and Local Rule 2002-1.

H. The Sale Hearing

39. As set forth above, in light of the Debtors' limited liquidity, the Debtors request that this Court set the Sale Hearing for **September 16, 2026**. The Sale Hearing may, in accordance with the Bid Procedures Order, be adjourned or rescheduled without notice. At the Sale Hearing, the Debtors will seek Court approval of the Winning Bid and the Back-Up Bid (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale and there will be no further bidding at the Sale Hearing. In the event that the Winning Bidder cannot or refuses to consummate the Sale because of the breach or failure on the part of the Winning Bidder, the Back-Up Bidder will be deemed the new Winning Bidder and the Debtors shall be authorized, but not required, to close with the Back-Up Bidder on the Back-Up Bid without further order of the Court.

BASIS FOR RELIEF REQUESTED

I. The Court Should Approve The Bidding Procedures And The Debtors' Entry Into The Stalking Horse APA.

40. Adoption of the Bidding Procedures is a valid exercise of the Debtors' business judgment. Courts have made clear that a debtor's business judgment is entitled to substantial deference with respect to the procedures to be used in selling assets from its estate. *See, e.g., In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) ("In evaluating whether a sound business purpose justifies sale of property under Section 363, courts consider a variety of factors, which essentially represent a "business judgment" test"). This standard prohibits other parties from second-guessing the debtor's business judgment if the debtor has shown that the proposed use will benefit the debtor's estate. *See In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."); *see also 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.")

41. The paramount goal in any sale of property of a debtor's estate is to maximize the proceeds realized by the estate. *See In re Mushroom Transp. Co., Inc.*, 382 F.3d 325, 339 (3rd Cir. 2004) (debtor "had a fiduciary duty to protect and maximize the estate's assets"). To that end, courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and, therefore, are appropriate in the context of bankruptcy transactions. *See Off. Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures "are important tools to encourage bidding and to maximize the value of the debtor's assets"); *In re*

Fin. News Network, Inc., 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) ("court-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates"). Where there is a court-approved auction process, the assets are presumed to sell for a full and fair price because the best way to determine value is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "sale transaction does not require an auction procedure," "the auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

42. Here, the proposed Bidding Procedures will promote active bidding from seriously interested parties and will maximize the value of the Assets for the benefit of the Debtors' estates. The proposed Bidding Procedures will allow the Debtors to conduct the Sale in a controlled, fair, and open fashion that will encourage participation by financially capable bidders who can demonstrate the ability to close the Sale. In particular, the Bidding Procedures contemplate an open and public marketing process and provide potential bidders with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid. The Debtors believe that substantially all, if not all, parties that may be interested in acquiring a material portion of the Debtors' assets are already aware of the ongoing sale and marketing process due to the Debtors' prepetition efforts.

43. Accordingly, the Debtors request that the Court approve the Bidding Procedures as a valid exercise of the Debtors' business judgment and entry by the Debtors into the Stalking Horse APA.

II. The Stalking Horse Bid Protections Are Necessary And Appropriate And Should Be Approved.

44. The Debtors submit that the Break-Up Fee is a normal and often times necessary component of sales outside the ordinary course of business under § 363 of the Bankruptcy Code. In particular, such protection encourages a potential purchaser to invest the requisite time, money, and effort to conduct due diligence and sale negotiations with a debtor despite the inherent risks and uncertainties of the chapter 11 process. *See, e.g., In re Comdisco, Inc.*, Case No. 01 24795 (RB) (Bankr. N.D. Ill. Aug. 9, 2002) (approving a termination fee as, inter alia, an actual and necessary cost and expense of preserving the debtor's estate, of substantial benefit to the debtor's estate and a necessary inducement for, and a condition to, the proposed purchaser's entry into the purchase agreement); *Integrated Res., Inc.*, 147 B.R. at 660 (noting that fees may be legitimately necessary to convince a "white knight" to offer an initial bid, for the expenses such bidder incurs and the risks such bidder faces by having its offer held open, subject to higher and better offers). As a result, courts routinely approve such bidding protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re Energy Future Holdings Corp.*, 904 F.3d 298 (3d Cir. 2018) (holding that "[T]he allowability of break-up fees . . . depends upon the requesting party's ability to show that the fees [a]re actually necessary to preserve the value of the estate.") (internal quotations omitted); *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010); *Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527 (3d Cir. 1999). The Debtors believe that approval of payment of the Break-Up Fee to the Stalking Horse Bidder is in the best interests of the Debtors' estates and their creditors, as the Stalking Horse Bidder will establish a floor for further bidding that may increase the consideration given in exchange for the Assets for the benefit of the Debtors' estates.

45. In the Third Circuit, bidding protections, such as the Break-Up Fee and Expense Reimbursement, are subject to the general standard used for administrative expenses under section 503 of the Bankruptcy Code. *Energy Future*, 904 F.3d at 313 (*citing O'Brien*, 181 F.3d at 535). Thus, "the allowability of break-up fees, like that of other administrative expenses, depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Reliant Energy*, 594 F.3d at 206 (internal quotations omitted) (*quoting O'Brien*, 181 F.3d at 535).

46. Without the Bid Protections, a potential bidder may elect not to participate in the process at all to the detriment of the Debtors' estates. Granting the Debtors authority to offer the Bid Protections sends a strong signal to the market that the Debtors are serious about running a competitive sale process to generate the best result for the Debtors and their estates.

47. Moreover, the Break-Up Fee will not exceed three percent of any proposed purchase price. This is an amount that is well within market for transactions of this type, and which has been routinely approved by courts in this district. *See, e.g., In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) [Docket No. 92] (approving stalking horse bid protections, including a break-up fee and expense reimbursement, not to exceed three percent of the proposed purchase price in the aggregate); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. April 17, 2023) [Docket No. 72] (approving break-up fee of up to three percent of the proposed purchase price); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) [Docket No. 441] (same); *In re RTW Retailwinds, Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) [Docket No. 192] (same); *In re New England Motor Freight, Inc.*, No. 19-12809 (JKS) (Bankr. D.N.J. April 8, 2019) [Docket No. 427] (same); *In re Aceto Corp.*, No. 19-13448

(VFP) (Bankr. D.N.J. Mar. 19, 2019) [Docket No. 174] (approving breakup fee of up to two percent of the cash component of the proposed purchase price).

48. Accordingly, for the reasons set forth above, the Debtors respectfully submit that the Court should grant the Debtors the authority to incur and pay the Bid Protections to the extent the Stalking Horse Bid Protections are necessary to preserve the value of the Debtors' estates.

III. The Form and Manner of Notice of the Proposed Sale is Reasonable Under the Circumstances and Should be Approved.

49. In order to receive the highest and/or best price for the Assets under the circumstances, the Debtors are seeking to conduct the Sale and hold the Sale Hearing to enable a closing on by no later than November 30, 2026. The Debtors believe that the sale process proposed herein is warranted and necessary. This is especially true when considering that the Debtors' estates have limited liquidity.

50. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide creditors with 21 days' notice of the Sale and Auction. Pursuant to Bankruptcy Rule 2002(c), such notice must include the time and place of the Auction and the deadline for filing any objections to such a Sale. As set forth above, the Debtors have established a detailed and comprehensive process for providing notice to all interested parties. The Sale Notice: (a) will be served in a manner that provides parties in interest notice of the date, time, and location of the Auction, if any, and the Sale Hearing; (b) informs parties in interest of the deadlines for objecting to the Sale or the assumption and assignment of contracts; and (c) otherwise includes all information relevant to parties interested in or affected by the Sale.

51. The Debtors submit that notice of this motion and the related hearing to consider entry of the Bid Procedures Order, coupled with service of the Sale Notice, and the Assumption and Assignment Notice as provided for herein, constitutes good and adequate notice of the Sale

Transactions and any proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. Accordingly, the Debtors request that this Court approve the form and manner of the Sale Notice and Assumption and Assignment Notice.

IV. The Assumption and Assignment Procedures Should be Approved

52. To facilitate and effectuate the Sale, the Debtors are seeking approval of the Assumption and Assignment Procedures. The Assumption and Assignment Procedures are reasonable and necessary to properly notify parties of potential assumptions and/or assignments and provide the Contract Counterparties with sufficient time to determine the accuracy of the proposed Cure Amount and whether the Debtors have provided adequate assurance of future performance.

53. The Debtors will demonstrate at the Sale Hearing that the requirements for assumption and assignment of the Assigned Contracts to the Winning Bidder will be satisfied. As required by the Bidding Procedures, the Debtors will evaluate the financial wherewithal of potential bidders before designating such party a Qualified Bidder or Winning Bidder. Further, the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge the ability of the Winning Bidder to provide Adequate Assurance and object to the assumption of the Assigned Contracts or proposed Cure Amounts. The Court therefore will have a sufficient basis to authorize the Debtors to reject or assume and assign the Assigned Contracts.

54. Accordingly, the Debtors submit that the Assumption and Assignment Procedures should be approved as reasonable and necessary measures to adequately notify parties in interest and conduct the proposed sale process in a fair, efficient, and proper manner.

V. The Proposed Sale of the Assets Should be Approved as a Product of the Debtors' Exercise of Sound and Reasonable Business Judgment

A. *Approval of Sale of the Assets is Warranted Under Section 363 of the Bankruptcy Code*

55. Ample authority exists for approval of the Sale contemplated by this Motion. Section 363(b)(1) of the Bankruptcy Code provides: "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." Section 105(a) of the Bankruptcy Code provides in relevant part: "[t]he court may 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). Pursuant to Bankruptcy Rule 6004(f)(1), sales of property may be by private sale or public auction. The paramount goal of either process is to maximize the proceeds of such sale and the recovery for the estate. *See In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (noting that the debtor "had a fiduciary duty to protect and maximize the estate's assets.").

56. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of a debtor's estate, courts have approved the authorization of a sale of a debtor's assets if such sale is based upon the sound business judgment of the debtor. *See, e.g., Meyers v. Martin (In re Martin),* 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992).

57. Courts have applied the following four factors in determining whether a sound business justification exists: (a) whether a sound business justification exists for the sale; (b) whether the sale will produce a fair and reasonable price for the property; (c) whether adequate and reasonable notice of the sale was provided to interested parties; and (d) whether the parties have acted in good faith. *In re Sea Oaks Country Club, LLC*, No. 20-17228 (CMG), 2020 WL 6588412, at *10 (Bankr. D.N.J. Nov. 10, 2020). Where debtors demonstrate a valid business

justification for a decision, it is presumed that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *Integrated Res., Inc.*, 147 B.R. at 656.

58. First, as set forth above, a strong business justification exists for the sale of all, substantially all, or a portion of the Assets as described herein. The Debtors are winding down their business and an orderly and expeditious sale of the Assets is critical to maximizing the value of the Debtors' estates and recoveries for the Debtors' creditors. *See* First Day Decl., ¶¶ 9 & 56. Additionally, the ability for a robust bidding and auction process will allow the Debtors to seek out the highest or otherwise best offer for the Assets and will provide a greater recovery for their estates than any known or practically available alternative. *See, e.g., In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "section 363(b) sale transaction does not require an auction procedure[, t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction."). Prior to the Bid Deadline, the Debtors will continue to market the Assets and solicit other offers consistent with the Bidding Procedures. In this way, the number of bidders will be maximized.

59. Second, the proposed Sale will yield a fair and reasonable purchase price for the Assets. Any proposed purchase agreement(s) will be the product of good faith, arm's length negotiations between the Debtors and the highest and/or best bidder(s) with respect to the price and other terms of the sale(s) of the Assets. It is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold, as the best way to determine value is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); see also *Trans World Airlines, Inc.*, 2001 WL 1820326, *4 (while a "section 363(b) sale transaction does not require an auction procedure .

. . auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

60. Here, the Debtors believe that any Sale governed by the Bidding Procedures will yield a fair and reasonable price for the Assets in these circumstances. The Bidding Procedures, which are designed to facilitate a competitive bidding process, promote transparency, good faith, and fairness throughout the entire sale process. They also provide an appropriate framework for the Debtors to review, analyze, and compare bids for the Assets and to engage with bidders on an arm's-length basis to work to improve the quality of their bids for the benefit of all parties in interest. Accordingly, a sale governed by the Bidding Procedures undoubtedly will serve the important objectives of obtaining not only a fair and reasonable purchase price for the Assets, but also the highest or otherwise best value for the Assets.

61. Third, as set forth above, the proposed Noticing Procedures for the Sale are reasonable and appropriate. Bankruptcy Rules 2002 and 6004 require the Debtors to notify creditors of the proposed sale, provide a description of the Assets, and disclose the time and place of the Auction, the terms and conditions of any proposed Sale, and the Sale Objection Deadlines. *See* Fed. R. Bankr. P. 2002(a), 2002(c), 6004(a). The Noticing Procedures described herein are reasonably calculated to provide all of the Debtors' known creditors and all other parties in interest with adequate and timely notice of, among other things, the proposed Sale, the Bidding Procedures, the Auction, and the Sale Hearing. Further, the Publication Notice is designed to capture any creditors and parties in interest not currently known to the Debtors.

62. Fourth, the sale of the Assets to the Stalking Horse Bidder has been proposed in good faith. The Stalking Horse APA is the product of extensive good faith, arm's length negotiations between the Debtors, on the one hand, and Purchaser, on the other. The Stalking

Horse Bidder does not share common ownership with any of the Debtors and is not otherwise affiliated with the Debtors or their officers and directors. All parties are represented by separate and independent counsel. The Sale of the Assets to the Stalking Horse Bidder pursuant to the terms and conditions of the Stalking Horse APA is not the product of collusion or bad faith. No evidence suggests that the Stalking Horse APA is anything but the product of arm's length negotiations between the Debtors and Stalking Horse Bidder. Under the circumstances, Stalking Horse Bidder (or the Winning Bidder) should be afforded the protections of section 363(m) of the Bankruptcy Code. *See generally Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.),* 1990 WL 212899, at *2 (S.D.N.Y. Dec. 13, 1990) (holding that to show lack of good faith, a party must demonstrate "fraud, collusion [...], or an attempt to take grossly unfair advantage of other bidders"); *see also In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) ("The misconduct which would destroy a buyers 'good faith purchase' status at a judicial sale ordinarily involves fraud, collusion between the purchaser and the other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.").

63. Accordingly, the Debtors, in their business judgment, believe that a prompt sale of the Assets to any Winning Bidder(s) presents the best opportunity to realize the maximum value of the Assets and will provide a greater recovery for the Debtors' estates and their creditors than would be provided by any alternative, and respectfully request that the Court approve the sale of the Assets.

B. *The Sale of the Assets Should be Approved Free and Clear of Liens Pursuant to Section 363(f) of the Bankruptcy Code*

64. Pursuant to section 363(f) of the Bankruptcy Code, the Debtors seek authority to sell and transfer the Assets free and clear of all encumbrances, claims, interests (collectively, the "Liens") with such Liens to attach to the proceeds of the sale in the same order of priority, and to

the same extent as such Liens were valid, perfected, and/or enforceable immediately prior to the Sale, subject to the rights and defenses of the Debtors, the Debtors' estates, or any party in interest.

65. Section 363(f) of the Bankruptcy Code is written in the disjunctive and provides, in pertinent part:

> The trustee may sell property under subsection (b) or (c) of this Section free and clear of any interest in such property of an entity other than the estate, only if –
>
> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

66. Because section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements will suffice to warrant approval of the proposed Sale free and clear of Liens. *See In re Messina*, 687 F.3d 74, 77 n. 4 (3d Cir.2012) (noting that a bankruptcy trustee can "sell property free and clear of an interest in the property provided that one or more of the provisions under Section 363(f) is satisfied."); *see also, In re Collins*, 180 B.R. 447, 450 (Bankr. E.D. Va. 1995) ("Section 363(f) is phrased in the disjunctive, such that only one of the enumerated conditions must be met in order for the Court to approve the proposed sale"); *Scherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apts., Ltd.)*, 159 B.R. 821, 827 (N.D. Ill. 1993) (sale extinguishes liens under section 363(f) as long as one of the five specified exceptions applies).

67. The Debtors submit that section 363(f)'s standard for a sale free and clear of Liens is easily met here. Any Lien that exists immediately prior to the closing of the Sale will attach to the net Sale proceeds with the same validity, priority, force, and effect as it had at such time, subject to the rights and defenses of the Debtors or any party in interest. Moreover, any holder of a Lien that receives notice of the proposed sale and which fails to object should be deemed to consent to the proposed sale, thereby complying with section 363(f)(2) of the Bankruptcy Code. Thus, the proposed Sale satisfies section 363(f) of the Bankruptcy Code.

C. *The Assumption and Assignment of the Contracts Should be Approved*

68. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign its executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. 11 U.S.C. § 365(a)-(b). "[A]dequate assurance of future performance" is fact and circumstance specific to each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989).

69. A debtor's decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (finding that assumption or rejection of a lease "will be a matter of business judgment. . ."); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code"); *In re Extraction Oil & Gas*, 622 B.R. 608, 614 (Bankr. D. Del. 2020) ("Courts generally authorize debtors to assume or to reject executory contracts and unexpired leases where the debtors appropriately exercise their 'business judgment.'"); *In re HQ Global Holdings, Inc.*, 290 B.R. 507,

511 (Bankr. D. Del. 2003) (finding a debtor's decision to assume or reject executory contract is governed by business judgment standard and can only be overturned if decision was product of bad faith, whim, or caprice). In this context, the business judgment test only requires that debtors demonstrate that assumption or rejection of an executory contract or unexpired lease benefits the estates. *Sharon Steel*, 872 F.2d at 40.

70. In addition, section 365(f)(1) of the Bankruptcy Code permits a debtor to assign executory contracts and unexpired leases free from any anti-assignment restrictions contained therein. 11 U.S.C. § 365(f). Section 365(f)(1) renders unenforceable provisions that prohibit, restrict, or condition an assignment of an executory contract or unexpired lease. Section 365(f)(3) of the Bankruptcy Code prohibits the termination or modification of an executory contract or unexpired lease because of the assumption or assignment of such contract or lease.

71. In this case, because the Debtors' Executory Contracts may enhance the value of the Assets, the Debtors propose to provide Potential Bidders, including the Stalking Horse Bidder, the opportunity to take an assignment of the Executory Contracts in connection with their bids for the Assets. Moreover, after the sale of the Assets, the Contracts would be of no value to the Debtors or their estates as the Debtors are liquidating. To the contrary, they would represent a potentially significant burden to the estates from and after the closing date. For all these reasons, the Debtors have determined, in the exercise of their sound business judgment, to assume and assign the Assigned Contracts designated by the successful bidder for the Assets to the Winning Bidder, effective as of the closing date.

72. The Debtors propose to cure any outstanding defaults under the Assigned Contracts, in the amounts set forth in the schedule(s) attached to the Assumption and Assignment Notice, the Supplemental Assumption and Assignment Notice, or otherwise agreed to by and among the

Debtors, the applicable Contract Counterparty, and the Winning Bidder, as applicable. In addition, the Debtors submit that because any potential purchaser of the Assets, including the Stalking Horse Bidder, must have demonstrated to the Debtors' satisfaction its financial wherewithal and its access to sufficient financing to consummate the contemplated transaction and to qualify as a Qualified Bidder, any such purchaser will have the wherewithal and resources to complete performance of the Assigned Contracts and thereby comply with the requirements of section 365(f)(2)(B) of the Bankruptcy Code.

73. As demonstrated above, the Debtors have compelling justifications for the Court to authorize them to sell the Assets and assume and assign the Assigned Contracts related to the Assets.

D. *The Automatic Fourteen-Day Stay Under Bankruptcy Rule 6004(h) and 6006(d) Should Be Waived*

74. Pursuant to Bankruptcy Rule 6004(h), unless the Court orders otherwise, all orders authorizing the sale of property pursuant to section 363 of the Bankruptcy Code are automatically stayed for fourteen days after entry of the order. *See* Fed. R. Bankr. P. 6004(h). Similarly, under Bankruptcy Rule 6006(d), unless the Court orders otherwise, all orders authorizing the assignment of executory contracts or unexpired leases are automatically stayed for fourteen days after entry of the order.

75. Although Bankruptcy Rule 6004(h) and 6006(d) and the Advisory Committee Notes thereto are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day stay period, Collier on Bankruptcy suggests that the stay period should be eliminated to allow a sale or other transaction to close immediately where there has been no objection to the procedure. 10 *Collier on Bankruptcy* ¶ 6004.09 (15th ed. 1999). Furthermore, *Collier on Bankruptcy* provides that if an objection is filed and overruled, and the objecting party informs the

court of its intent to appeal, the stay may be reduced to the amount of time necessary to file such appeal. *Id.*

76. To preserve and maximize the value of the Assets, the Debtor seeks to close the Sale immediately after all closing conditions have been met or waived. Accordingly, waiver of any applicable stays afforded by the Bankruptcy Rules is appropriate under the facts and circumstances of this case.

NOTICE

77. The Debtors propose to serve notice of this Motion on the Notice Parties, including the Office of the United States Trustee for the District of New Jersey and counsel for any Committee appointed in the case, any party known or reasonably believed to have asserted any Lien in the Assets, and any party known or reasonably believed to have expressed an interest in acquiring some or substantially all of the Assets, counsel for the Stalking Horse Bidder, and any other party entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 9014-3. Considering the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary or required prior to entry of the proposed Bid Procedures Order and proposed Bidding Procedures.

NO PRIOR REQUEST

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

WHEREFORE, for the foregoing reasons, the Debtors respectfully request that the Court enter the Bid Procedures Order, the Sale Order, and further relief as the Court may deem just and appropriate.

Dated: July 22, 2026

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman

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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:

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

Debtors.

Case No. 26-18325

Chapter 11

(Joint Administration Requested)

ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING THE DEBTORS TO DESIGNATE THE STALKING HORSE BIDDER, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF OR REJECTION OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (V) GRANTING RELATED RELIEF

[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.

The relief set forth on the following pages, numbered two (2) through twenty-one (21), is **ORDERED.**

Debtors:	Poolin Technology PTE. LTD., *et al.*
Case No.	26-18325
Caption of Order:	Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Enter Into One or More Stalking Horse Purchase Agreement and Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief

---

Upon the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order"), pursuant to sections 105(a), 363, 365, and 541 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1, 6004-2, 9013-1, and 9013-2(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"): (a) authorizing and approving the bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "Bidding Procedures"); (b) establishing certain related dates and deadlines, (c) authorizing, but not directing, the Debtors' to enter into the Tarbush APA and the Pyote APA (collectively, the "Stalking Horse APA") and provide certain Bid Protections to the Stalking Horse Bidder; (d) approving the form and manner of notice of the Auction, if any, and the Sale Hearing, substantially in the form attached hereto as **Exhibit 2** (the "Sale Notice"); (e) approving the procedures governing the assumption and assignment of certain executory contracts and unexpired leases (the "Executory Contracts") in connection with any Sale (the "Assumption and Assignment Procedures"); (f) approving the form and manner of the Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 3** (the "Assumption and Assignment Notice"); and (f) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C.

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

§§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including (i) approving the Bid Procedures; (ii) scheduling the

Auction and the Sale Hearing; (iii) approving the Sale Notice; and (iv) approving procedures for the assumption and assignment of Executory Contracts, including the Assumption and Assignment Notice. The entry of this Order is in the best interests of the Debtors, their estates, creditors, and other parties in interest.

B. Under the circumstances, and particularly in light of the extensive marketing done by the Debtors and their advisors of the Assets prior to the date hereof, the Bidding Procedures, which are attached hereto as **Exhibit 1,** enable the Debtors to maximize the value of their Assets for the benefit of all stakeholders and constitute a reasonable, sufficient, adequate and proper means to provide potential competing bidders with an opportunity to submit bids, and are reasonably calculated to enable the Debtors to pursue higher or otherwise better offers for the Assets.

C. The Debtors have demonstrated compelling and sound business reasons for this Court to approve each of the Stalking Horse APAs and the Debtors' designation of Thor CALAP, LLC as the Stalking Horse Bidder for the Assets as set forth in the applicable Stalking Horse Bid. The Stalking Horse APA was negotiated in good faith and at arm's-length by the Debtors and the Stalking Horse Bidder.

D. The Stalking Horse APA represents the highest or otherwise best offer the Debtors have received to date to purchase the Assets designated for purchase thereunder. The Stalking Horse APA provides the Debtors with the opportunity to sell such Assets in a manner designed to

preserve and maximize their value and provides a floor for a further marketing and auction process. Without the Stalking Horse APA, the Debtors are at significant risk of realizing a lower price for such Assets. The Buyer (as defined in the Stalking Horse APA) shall act as a "stalking horse bidder" pursuant to the Stalking Horse APA and shall be subject to higher or otherwise better offers in accordance with the Stalking Horse APA and the Bid Procedures. The Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring and/or sale process and secure a fair and adequate baseline bid for the Assets at the Auction(s) (if any). Pursuit of the Buyer as a "stalking horse bidder" and the Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

E. The Debtors' estates would suffer harm if the relief requested in the Motion to be approved by this Order is not granted.

F. The Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bidder's negotiation of the Bid Procedures and entry into the Stalking Horse APA.

G. The Expense Reimbursement to be paid to the Stalking Horse Bidder is: (1) an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; (3) fair,

reasonable and appropriate in light of the size and nature of the proposed Sale, the commitments and accommodations of the Stalking Horse Bidder that would be made for the benefit of the Debtors' estates, the condition of the Assets, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (4) necessary to induce the Stalking Horse Bidder to pursue a Sale and to be bound by the Stalking Horse APA. Accordingly, the Expense Reimbursement is reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

H. The Debtors have articulated good and sufficient reasons for, and the best interests of its estates and stakeholders will be served by, the Court scheduling or fixing dates pursuant to this Order for, among other things, the (i) Bid Deadline; (ii) Sale Objection Deadline; (iii) Auction; (iv) Assignment Objection Deadline; and (v) Sale Hearing.

I. The proposed Sale Notice (substantially in the form attached hereto as **Exhibit 2**) and the Assumption and Assignment Notice (substantially in the form attached hereto as **Exhibit 3**), as set forth in the Motion and this Order, are appropriate, sufficient, and reasonably calculated to provide all interested parties with timely and proper notice of the (i) Bidding Procedures, (ii) Auction, (iii) Assumption and Assignment Procedures (including with respect to Cure Amounts and the Assignment Objection Deadline), (iv) Sale Hearing, and (v) Sale, and no other or further notice shall be required for the Sale or the assumption and assignment of the Executory Contracts.

The applicable requirements of Bankruptcy Rule 2002 are satisfied by such notice or otherwise waived.

J. The Bid Procedures are fair, reasonable, and appropriate and represent the best available method for maximizing value for the benefit of the Debtors' estates.

K. The Motion and this Bidding Procedures Order comply with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

L. The Debtors' notice of the Motion and the Hearing was adequate and sufficient under the circumstances of these chapter 11 cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief provided in this Order has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled prior to or at the Hearing are overruled.

3. The Bidding Procedures, which are attached hereto as **Exhibit 1** and incorporated herein by reference, are hereby approved in all respects and shall govern all Bidders and Bids, including those that may be submitted by Qualified Bidders at the Auction. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures. Subject to the terms of the Bidding Procedures, the Debtors may modify the Bidding Procedures or waive

any provision or requirement therein as necessary or appropriate to maximize value for their estates.

4. Thor CALAP, LLC is hereby designated and approved as the Stalking Horse Bidder for the Assets pursuant to the terms of the Stalking Horse APA. The Debtors are authorized to enter into the Stalking Horse APA and comply with any and all obligations set forth in the applicable Stalking Horse APA that are intended to be performed prior to entry of the Sale Order(s).

5. The Stalking Horse Bidder is and shall be deemed a Qualified Bidder (without regard to any of the requirements or conditions set forth herein and without any further action by the Stalking Horse Bidder), and the Stalking Horse Bid (including as it may be increased at any Auction) is and shall be deemed a Qualified Bid for purposes of the Bid Procedures, without regard to any of the requirements or conditions set forth herein and without any further action by the Stalking Horse Bidder, and which Qualified Bid status cannot be abrogated by subsequent amendment or modification by the Debtors of the Bid Procedures.

6. The Debtors are authorized to grant the Expense Reimbursement to the Stalking Horse Bidder. The Expense Reimbursement will be payable to the Stalking Horse Bidder, in the event the Stalking Horse Bidder is not the Winning Bidder, from the proceeds of the cash portion of the purchase price of the applicable Winning Bid upon closing of the Sale.

7. The Debtor is hereby authorized to conduct the Sale without the necessity of complying with any state or local transfer laws or requirements.

8. The Sale Notice (substantially in the form attached hereto as **Exhibit 2**) is approved

I. Important Dates and Deadlines

9. **Deadline to Submit Indications of Interest**. the deadline for submitting non-binding indications of interest to the counsel for the Debtors for the Assets **August 27, 2026.**

10. **Bid Deadline for Qualified Bids**. The deadline for all Potential Bidders to submit a Qualified Bid (other than the Stalking Horse Bidder's deemed Qualified Bid) is **September 8, 2026** (the "Bid Deadline"), as set forth in the Bidding Procedures.

11. **Auction**. As further governed by the Bidding Procedures, if more than one Qualified Bid is received by the Bid Deadline, the Debtor will hold the Auction beginning on **September 10, 2026 at 10:00 a.m. (EST)** either (a) at the offices of Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, (b) virtually, or (c) or at such other date, time, and location as designated by the Debtors.

12. The Debtors may determine to cancel the Auction for reasons consistent with their fiduciary obligations; *provided* that the Debtors shall provide all Qualified Bidders with advance notice of cancellation of the Auction by the later of (a) one (1) business day prior to the Auction or (b) the Baseline Bid Deadline (as defined below).

13. If the Debtors receive only one (1) Bid that is a Qualified Bid (which may be a Stalking Horse Bid, as applicable), the Debtors, in their business judgment upon, shall (i) notify all potential bidders and the Court in writing that (a) the Auction is cancelled and (b) such Qualified

Bid is the Winning Bid, and (ii) seek authority at the Sale Hearing to consummate the Sale transactions with such Qualified Bidder contemplated by its Qualified Bidder APA (or the Stalking Horse APA, as applicable).

14. Except as otherwise determined by the Debtors, only the Debtors, the U.S. Trustee, the Committee, if any, and Qualified Bidders, and, in each case, the respective representatives and professionals of the foregoing parties, shall be entitled to participate in the Auction. To the extent the Auction goes forward, the Debtors shall send written notice of the date, time, and place of the Auction to all Qualified Bidders and the U.S. Trustee no later than one business day before the Auction.

15. On or prior to 5:00 p.m. (prevailing Eastern Time) on the day that is one calendar days before the Auction (the "Baseline Bid Deadline"), the Debtors and their advisors will evaluate Qualified Bids and identify the Qualified Bid(s) that is, in the Debtors' reasonable business judgment, the highest or otherwise best bid (each a "Baseline Bid" and the Bidder making such Baseline Bid, the "Baseline Bidder"), and shall notify the Stalking Horse Bidder and all Qualifying Bidders of the Baseline Bid(s) no later than the Baseline Bid Deadline. In no event shall any Qualified Bidder, other than a Stalking Horse Bidder be entitled to any Bid Protections.

16. Following an Auction, the Debtors may: (a) select, in their business judgment, pursuant to the Bidding Procedures, the highest or otherwise best Qualified Bid as the Winning Bid; and (b) reject any Bid (other than the Stalking Horse Bid) (regardless of whether such Bid is

a Qualified Bid) that, in their business judgment, is (i) inadequate, insufficient, or not the highest or otherwise best Bid, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, or the Bidding Procedures, or (iii) contrary to, or otherwise not in the best interests of the Debtors' estates, affected stakeholders, or other parties in interest, in each case subject to and in accordance with the Bidding Procedures.

17. **Notice of Winning Bidder and Sale Order**. **On or before September 9, 2026**, the Debtors will file with the Court and serve on the Notice Parties[2] and on all Contract Counterparties to Assigned Contracts included in the Winning Bid(s), the Notice of Winning Bidder(s). Such Notice shall include, as exhibits, (a) a copy of the purchase agreement(s); (b) a copy of the proposed Sale Order; and (c) identification of the Assigned Contracts for such Sale (which may be in the form of an exhibit or schedule to the applicable asset purchase agreement).[3]

18. **Sale Objections Deadline**. To be considered, any objection to the Sale(s) must: (a) comply with the Bankruptcy Rules and the Local Rules; (b) be made in writing and filed with

[2] "Notice Parties" means (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Assets, (ii) all entities known to have asserted any lien in or upon any of the Assets, (iii) the Office of the United States Trustee for the District of New Jersey, (iv) the United States Attorney's Office for the District of New Jersey, (v) the Internal Revenue Service, (vi) counsel for Stalking Horse Bidder, (vii) counsel for the Committee and (viii) all parties who have requested notice pursuant to Federal Rules of Bankruptcy Procedure Rule 2002.

[3] The Debtors may, in their discretion, serve a Notice of Winning Bidder(s) by U.S. Mail, email or other acceptable means, without attached copies of a purchase agreement and/or proposed Sale Order; ***provided, however***, that any such Notice of Winning Bidder(s) must identify where parties receiving such notice may access such documents free of charge.

the Court; (c) be filed on or before **September 14, 2026 at 5:00 p.m. (EST)** (the "Sale Objection Deadline"); and (d) served on (i) the proposed counsel to the Debtors, (ii) the Office of the United States Trustee for the District of New Jersey, (iii) counsel for the Stalking Horse Bidder, (iv) if applicable, counsel for the relevant Winning Bidder(s) and/or counsel for the relevant Back-Up Bidder(s); and (v) counsel for the Committee (collectively, the "Objection Notice Parties"). The failure of any objecting person or entity to timely file an objection prior to the Sale Objection Deadline shall be a bar to the assertion at the Sale Hearing or thereafter of any objection to the relief requested by the Debtors, or the consummation and performance of the Sale(s) of the Assets to the Winning Bidder(s), including the transfer of the Assets free and clear of all Encumbrances (with the same to attach to the cash proceeds of the Sale(s) to the same extent and with the same order of priority, validity, force, and effect which they previously had against the Assets, subject to the rights and defenses of the Debtors and the Debtors' estates with respect thereto), and the Debtors' assumption and assignment or transfer of the Assigned Contracts to the Winning Bidder(s) and such person shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code.

19. **Sale Hearing**. The hearing before the Court to consider approval of the Sale to the Winning Bidder shall be held on S**eptember 16, 2026 at __:00 __.m. (EST)**. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date at the Sale Hearing or by filing a notice on the docket for the Chapter 11 Cases.

20. Any deposit provided by a Qualified Bidder shall be held in escrow by the Debtors or their Escrow Agent and shall not become property of the Debtors' bankruptcy estates except as set forth in Section 4(i) of the Bidding Procedures.

21. Within two (2) business days after entry of this Order, the Debtors will cause a copy of this Order, the Bidding Procedures, and the Sale Notice to be served upon the Notice Parties.

22. Pursuant to Local Rule 6004-2(c)(2): (a) each bidder participating at an Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly; and (c) the Auction shall be documented, recorded, or videotaped.

II. Assumption and Assignment Procedures.

23. The procedures set forth in the Motion and below regarding the assumption and assignment of the Executory Contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Winning Bidder pursuant to section 365(f) of the Bankruptcy Code in connection with the Sale are hereby approved.

a. **Assumption and Assignment Notice**. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will file with the Court and serve on each Contract Counterparty to an Executory Contract listed therein, a notice substantially in the form annexed to the Bid Procedures Order as **Exhibit 3** (the "Assumption and Assignment Notice"), which shall include a schedule identifying each of the Debtors' Executory Contracts that may be assumed and assigned in connection with the Sale (the "Assigned Contracts Schedule"). The Assumption and Assignment Notice will state (i) the cure amount, if any, that the Debtors believe is necessary to cure all monetary defaults, if any, under each Executory

Contract (the "Cure Amount"), (ii) identify any proposed adequate assurance of future performance ("Adequate Assurance"), if any, and (iii) inform such Contract Counterparty of the requirement to file any Assignment Objection (defined below) by the Assignment Objection Deadline (as defined below). Service of the Assumption and Assignment Notice upon a Contract Counterparty does not: (i) constitute an admission that a particular Executory Contract constitutes an executory contract or unexpired lease of property pursuant to section 365 of the Bankruptcy Code, or that such stated Cure Amount constitutes a claim against the Debtors or a right against the Winning Bidder, all rights with respect thereto being expressly reserved; or (ii) confirms that the Debtors are required to assume and/or assign such Executory Contract.

b. **Assigned Contracts.** The inclusion of an Executory Contract on the Assigned Contracts Schedule or Supplemental Assigned Contracts Schedule, will not obligate the Debtors to assume any Executory Contract listed thereon, obligate the Winning Bidder to take assignment of such Executory Contract, or constitute any admission or agreement of the Debtors that such Executory Contract is an executory contract or unexpired lease. Only those Executory Contracts that are included on an Assigned Contracts Schedule or Supplemental Assigned Contracts Schedule attached to the Sale Order approving the Sale to the Winning Bidder will be assumed and assigned to the Winning Bidder (collectively, the "Assigned Contracts"), *provided, however*, no Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the date the Sale has closed or, if later, the date the Court has entered an order assuming and assigning such Executory Contract. To the extent an Executory Contract is not assumed and assigned to the Winning Bidder, the Debtors will, in their reasonable discretion, either reject such unassigned Executory Contract, or sell or transfer such unassigned Executory Contract to the extent permitted by applicable law.

c. **Cure Amounts**. The payment of the applicable Cure Amounts due under an Assigned Contract by the Debtors and/or the Winning Bidder shall (i) effect a cure of all defaults existing thereunder, (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the Assigned Contract by the Debtors and

the ultimate assignment of such Assigned Contract to the Winning Bidder, constitute adequate assurance of future performance thereof.

d. **Supplemental Contract Assumption Notice**. To the extent the Debtors, at any time after the Assumption Deadline (i) identify additional Executory Contracts that may be assumed by and assigned to the Winning Bidder, (ii) remove any Executory Contracts from the list attached to the Assumption and Assignment Notice, (iii) and/or modify the previously stated Cure Amount associated with any Executory Contract, the Debtors will promptly file with this Court and serve by first-class mail a supplemental notice of contract assumption and assignment (a "Supplemental Assumption and Assignment Notice") on each of the applicable Contract Counterparties affected by the Supplemental Assumption and Assignment Notice. Each Supplemental Assumption and Assignment Notice shall include the same information with respect to listed Executory Contracts as would have been included in the Assumption and Assignment Notice (each a "Supplemental Assigned Contracts Schedule").

e. **Assumption/Assignment Objection.**

i. Objections to an Assumption and Assignment Notice, if any, must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection and, if the objection pertains to (x) the proposed Cure Amount, state the cure amount alleged to be owed to the objecting Contract Counterparty, or (y) the proposed Adequate Assurance, state the adequate assurance amount purportedly required, together with any applicable and appropriate documentation in support thereof, (clauses (i)-(iii), the "Assumption/Assignment Objection Requirements"); and (iv) be filed with the Court no later than the Assumption Objection Deadline. The Assumption Objection Deadline shall be at **5:00 p.m. (Eastern) on September 14, 2026**.

ii. Objections, if any, to a Supplemental Assumption/Assignment Notice, must: comply with the Assumption/Assignment Objection Requirements and be filed with the Court on the later of (x) the

Assumption Objection Deadline and (y) Sale Hearing, which date will be set forth in the Supplemental Assumption/Assignment Notice (each, a "Supplemental Assumption/Assignment Objection").

f. **Resolution of Assumption/Assignment Objections.**

i. If a Contract Counterparty files an Assumption and Assignment Objection or a Supplemental Assignment Objection and the Winning Bidder has designated that it wishes to take assignment of such Executory Contract, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such objection will be resolved at the Sale Hearing, but such Executory Contract shall be assumed and assigned only upon satisfactory resolution of the Assumption and Assignment Objection or Supplemental Assignment Objection, as applicable, to be determined in the Winning Bidder's discretion, ***provided, however,*** that if an Assumption and Assignment Objection or Supplemental Assignment Objection is resolved by the Court in a manner that is not satisfactory to the Winning Bidder, the Winning Bidder shall retain the right to remove the applicable Executory Contract subject to such objection from the Assigned Contract Schedule, and such Contract shall not constitute an Assigned Contract and the Winning Bidder shall not be responsible for any Cure Amount or Adequate Protection with respect to such Executory Contract.

ii. **No Assumption and Assignment Objection.** Unless a Contract Counterparty to an Executory Contract listed on an Assigned Contracts Schedule or a Supplemental Assigned Contracts Schedule has timely and properly filed and served an objection to an Assumption and Assignment Notice or a Supplemental Assumption and Assignment Notice based on one or more Assumption and Assignment Objection Requirements, including, to the Cure Amount, such Contract Counterparty shall (i) be forever barred from objecting to the assumption and assignment of such Executory Contract, including with respect to Cure Amount, and from asserting any additional cure or other amounts with respect to such Contract, and the Debtors and the Winning Bidder shall be entitled to rely

solely upon the Cure Amounts set forth in such notice, as applicable; (ii) be deemed to have consented to the assumption and assignment to the Winning Bidder of such Executory Contract; and (iii) be forever barred, estopped, and permanently enjoined from asserting or claiming against the Debtors, the Winning Bidder or their respective property that any additional prepetition amounts are due or other prepetition defaults exist, that conditions to assignment must be satisfied under such Executory Contract or that there is any objection or defense to the assumption and assignment of such Contract. In addition, the Cure Amount set forth in the Assumption and Assignment Notice or a Supplemental Assumption and Assignment Notice, as applicable, shall constitute a final determination of the total Cure Amount required to be paid by the Debtors in connection with the assumption and assignment of such Contract.

III. Miscellaneous.

24. Subject to final approval at the Sale Hearing, the Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform the Stalking Horse APA, subject to the solicitation of higher or otherwise better bids at the Auction.

25. The Stalking Horse APA, as applicable, shall be binding and enforceable on the parties thereto in accordance with its terms. The failure to describe specifically or include any provision of the Stalking Horse APA or related documents in the Motion or herein shall not diminish or impair the effectiveness of such provision. The Stalking Horse APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court; ***provided, however***, the parties may not amend the Purchase Price, Bid Protections, or make any

other changes to the Stalking Horse APA which are materially adverse to the Debtors without further order of this Court.

26. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Order, this Order does not approve the Sale of the Assets under the Stalking Horse APA or authorize the consummation of the Sale, such approval and authorization (if any) to be considered only at the Sale Hearing and all rights of all parties in interest to object to such approval and authorization are reserved.

27. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, topping or termination fee, or other similar fee or payment, and, by submitting a Bid, such person or entity is deemed to have waived its right to request or file with this Court any request for expense reimbursement or any other fee of any nature in connection with the Auction and the Sale, whether by virtue of Bankruptcy Code § 503(b) or otherwise.

28. The failure to include or reference a particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness or enforceability of such a provision in the Bidding Procedures.

29. The Court, at the request of the Debtors and subject to the Court's availability, may modify the dates of and adjourn any hearing set by this Order without further order of this Court, provided that the Debtors will serve notice to all requisite parties informing them of such modification.

30. In the event of any inconsistencies between this Order and the Motion and/or the Bidding Procedures, this Order shall govern in all respects.

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

32. The Debtors have demonstrated that without the approval of the Bidding Procedures and the timelines contemplated therein, the Debtors' assets will diminish and deteriorate to the detriment of all stakeholders, including the Debtors' creditors. Further, such harm cannot not be redressed by a legal or equity remedy. Accordingly, the Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a).

33. Notwithstanding Bankruptcy Rule 6004(h) and 6006(d), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

34. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

35. The requirement set forth in 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.

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

EXHIBIT 1

Bidding Procedures

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)

BIDDING PROCEDURES FOR THE SUBMISSION, RECEIPT, AND ANALYSIS OF BIDS IN CONNECTION WITH THE SALE OF THE DEBTORS' ASSETS

On July 22, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Court"). The Debtors are authorized to continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.[2]

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors' Motion For Entry Of (I) An Order (A) Approving Certain Bidding Procedures And The Form And Manner*

On [July ●], 2026, the Court entered an order (the "Bid Procedures Order") authorizing the Debtors to, among other things, solicit offers for one or more Sales (as defined herein) through the process and procedures set forth below (the "Bid Procedures").

The Debtors seek to consummate one or more transactions (each, a "Sale") for the sale of substantially all of the Debtors' assets (the "Assets") under section 363 and, as applicable, section 365, of the Bankruptcy Code to the extent certain criteria are satisfied as set forth in greater detail below. Any Sale will be subject to the approval of the Court. **A hearing by the Court on the approval of any Sale(s) is currently scheduled for September ____, 2026 at ___:00 _.m. (EST) (the "Sale Hearing").**

Summary of Key Dates Established by Bid Procedures Order

Event	Deadline
Deadline for Submission of Non-Binding Indication of Interest	no later than August 27, 2026
Deadline for the Debtors to File and Serve Assumption and Assignment Notice	August 21, 2026
Deadline to Submit Qualified Bids	September 8, 2026
Auction (if necessary)	September 10, 2026
Deadline to File Notice of Winning Bid(s) and Back-Up Bid(s) (including the Proposed Sale Order)	September 11, 2026
Deadline to Object to Sale(s)	September 14, 2026 at 5:00 p.m. (EST)
Assumption and Assignment Objection Deadline	September 14, 2026 at 5:00 p.m. (EST)
Sale Hearing (no later than)	September 16, 2026
Deadline to Close Sale(s)	November 30, 2026

*Of Notice Thereof, (B) Authorizing The Debtors To Designate The Stalking Horse Bidder, (C) Scheduling An Auction And A Hearing On The Approval Of The Sale Of Substantially All Of The Debtors' Assets, (D) Authorizing The Debtors To Enter Into The Purchase Agreements, (E) Establishing Certain Assumption And Assignment Procedures And Approving The Manner Of Notice Thereof, And (F) Granting Related Relief; And (II) An Order (A) Authorizing The Sale Of Substantially All Of The Debtors' Assets Free And Clear Or Encumbrances, (B) Approving The Assumption And Assignment Of The Potentially Assigned Contracts, And (C) Granting Related Relief*2 [ECF No. [●]] (the "Sale Motion"), seeking approval of, among other things, these Bidding Procedures.

Copies of the Order or any other documents in the Debtors' Chapter 11 Cases are available upon request to Verita Global by calling (866) 507-8031 (U.S./Canada) or (781) 575-2122 (international) or by visiting the Debtors' restructuring website at: https://www.veritaglobal.net/Poolin ("Verita Global Website").

I. BID PROCEDURES

A. General Sale Transaction Information

1. ***Assets for Sale***.

The Debtors intend to sell all, substantially all, or a portion of their Assets. The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. Pursuant to these Bidding Procedures, the Debtors will determine the highest or otherwise best offer for the sale of the Purchased Assets and, if applicable, other of the Debtors' assets. The Debtors reserve the right to sell their Assets to multiple Qualified Bidders in separate lots and the right to link Qualified Bids together.

These Assets are being sold free and clear of all liens, claims, interests, or other encumbrances to the greatest extent permitted by the Bankruptcy Code and applicable non-bankruptcy law.

2. ***Public Announcement of Auction and Sale Hearing***.

Within one (1) business days after entry of the Bid Procedures Order, the Debtors shall serve on the Notice Parties[3] and cause to be published on the Verita Global Website: (i) a notice (the "Sale Notice" setting forth (a) a description of the Assets available for sale in accordance with the Bidding Procedures, (b) the date, time, and location of the Auction and Sale Hearing (as defined below), and (c) the Sale Objection Deadline and Supplemental Sale Objection Deadline (each as defined in Section X below) and the procedures for filing such objections; (ii) the Order, and (iii) this Bidding Procedures.

3. Access to Due Diligence Materials

To participate in the bidding process and receive due diligence information, including full access to the Debtors' electronic data room (the "Data Room") and additional non-public information regarding the Debtors (the "Diligence Materials"), parties interested in receiving due diligence information to participate in the bidding process (each, an "Interested Party") must

[3] "Notice Parties" means (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Assets, (ii) all entities known to have asserted any lien in or upon any of the Assets, (iii) the Office of the United States Trustee for the District of New Jersey, (iv) the United States Attorney's Office for the District of New Jersey, (v) the Internal Revenue Service, (vi) counsel for Stalking Horse Bidder, (vii) counsel for the Committee and (viii) all parties who have requested notice pursuant to Federal Rules of Bankruptcy Procedure Rule 2002.

deliver or have previously delivered to the Debtors the Preliminary Bid Documents (as defined herein) to the following parties (the "Recipient Parties"):

i. proposed counsel to the Debtors: Archer & Greiner P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, Attn: Stephen M. Packman (spackman@archerlaw.com), Natasha M. Songonuga (nsongonuga@archerlaw.com), and Alexander J. Andrews (aandrews@archerlaw.com);

ii. investment banker to the Debtors: DuFrayne LLC, Attn: Michael DuFrayne (mdufrayne@dufraynellc.com).

The "Preliminary Bid Documents" that must be submitted to the Recipient Parties **on or before August 27, 2026 at 5:00 p.m. (EST)** include: (a) an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance reasonably acceptable to the Debtors; (b) sufficient information to show that the Interested Party has sufficient cash on hand or has received sufficient non-contingent debt and/or equity funding commitments to consummate a purchase of the Assets subject to the contemplated bid; and (c) a statement detailing whether the Interested Party is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint bid to the extent reasonably practicable. Any Interested Party who, in the Debtors' determination, qualifies for access to the Diligence Materials shall be deemed a "Potential Bidder." For the avoidance of doubt, the Stalking Horse Bidder (as defined herein) shall be a Potential Bidder and does not need to submit the Preliminary Bid Documents.

The Debtors shall grant the Stalking Horse Bidder and, upon execution of a valid Confidentiality Agreement and up to and including the Bid Deadline, any Potential Bidder, access to the Data Room or additional information allowing such Potential Bidder to conduct due diligence on the potential acquisition of some or all of the Assets. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets: (a) to any person or entity who (i) is not a Potential Bidder, (ii) does not comply with the participation requirements set forth above, or (iii) in the case of competitively sensitive information, is a competitor of the Debtors; and (b) if and to the extent doing so would (1) violate any law to which the Debtors are subject, including any privacy law, (2) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (3) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure, or privacy, or (4) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine (provided that, in the case of each of clauses (1) through (4), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation or law). Notwithstanding the foregoing, the Debtors reserve the right, in their discretion, to withhold or limit access to any information that the Debtors determine to be sensitive or otherwise not appropriate to disclose to any Potential Bidder. The Debtors shall provide the Stalking Horse

Bidder with any information provided to a Potential Bidder that has not already been provided to the Stalking Horse Bidder.

The Debtors may terminate access to the Data Room and any other non-public information in their reasonable discretion at any time, including if (a) a Potential Bidder fails to become a Qualified Bidder (as defined herein) or (b) these Bid Procedures are terminated. The Potential Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Potential Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Potential Bidder.

4. Due Diligence from Potential Bidders

Each Interested Party, Potential Bidder, and Qualified Bidder (as defined herein) (each, a "Bidder" and, collectively, the "Bidders") shall comply with all requests for additional information and due diligence access by the Debtors or their advisors regarding such Bidder and its contemplated Sale. Failure by a Potential Bidder (other than the Stalking Horse Bidder) to comply with requests for additional information and due diligence access will be a basis for the Debtors to determine that the Potential Bidder is not a Qualified Bidder. Failure by a Qualified Bidder (other than the Stalking Horse Bidder) to comply with such requests for additional information and due diligence access will be a basis for the Debtors to determine that a bid made by a Qualified Bidder (other than the Stalking Horse Bidder) is not a Qualified Bid.

B. Auction Qualification Process

1. ***Stalking Horse Bidder***.

The Debtors have entered into two asset purchase agreements with Thor CALAP, LLC (the "Stalking Horse Bidder") – one for the Tarbush Assets (the "Tarbush APA") and another for the Pyote Assets (the, "Pyote APA," and with the Tarbush APA, collectively, the "Stalking Horse APA"). Collectively, the Tarbush APA and the Pyote APA contemplate the sale of substantially all of the Debtors Assets (the "Stalking Horse Bid").[4] The Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid is a Qualified Bid.

2. Form of Asset Purchase Agreement

[4] Any summary of the Stalking Horse APA contained herein is qualified in its entirety by the actual terms and conditions of the Stalking Horse APA attached hereto as **Exhibit B**. To the extent that there is any conflict between the summary contained herein and the actual terms and conditions of the Stalking Horse APA, the terms and conditions of the applicable Stalking Horse APA shall control in all respects.

A Potential Bidder must submit a proposed asset purchase agreement, similar in form and substance, as modified, to the applicable Stalking Horse APA, accompanied by a comparison of such asset purchase agreements to the Stalking Horse APA.

C. Bid Process

1. Bid Deadline

The Bid Deadline is September 8, 2026 at 5:00 p.m. (EST (the "Bid Deadline"). On or before the Bid Deadline, a Qualified Bidder (other than the Stalking Horse Bidder) that desires to make an irrevocable offer for the purchase of all, substantially all, or some of the Assets (each, a "Bid") shall deliver written and electronic copies of its Bid to the Recipient Parties. The Debtors may extend the Bid Deadline for any reason whatsoever in their reasonable business judgment for all or certain Potential Bidders.

2. Qualified Bid Requirements

To be eligible to participate in the Auction and to be eligible for consideration as a Qualified Bidder, a Potential Bidder (other than the Stalking Horse Bidder) must deliver to the Recipient Parties a Bid, so as to be received by the Recipient Parties on or before the Bid Deadline, that meets the following requirements (collectively, the "Qualified Bid Requirements"):

i. State that the Bid includes an offer by the Potential Bidder to effectuate a Sale and identify with specificity which Assets are included in the Bid. Each Potential Bidder must specify whether the Bid is conditioned on purchasing all Assets included in the Bid or whether the Bid should be viewed as separate Bids for one or more sets of Assets (in which case, the Bid must specify such sets).

ii. Includes a binding, definitive and fully executed asset purchase agreement, which (1) shall be in form and substance substantially similar to the Stalking Horse APA and marked to reflect only those changes required as a condition of such Qualified Bidder's to closing the Sale, (2) shall not contain any provisions entitling such Qualified Bidder to any break-up fee, expense reimbursement or other bid protections of any kind, (3) waives the right to pursue a substantial contribution claim under 11 U.S.C. § 503 related in any way to the submission of the bid or participation in any auction, and (4) otherwise contains terms and conditions that are more favorable to the Debtors than those set forth in the Stalking Horse APA. An asset purchase agreement, together with its schedules and exhibits, submitted in accordance with these Bidding Procedures, shall be referred to herein as a "Qualified Bidder APA."

iii. Set forth the cash purchase price (the "Cash Consideration") and identify any non-cash consideration included in such Bid (together with the Cash Consideration, the "Bid Purchase Price"), including, without limitation, which Executory Contracts (as defined below)

the Potential Bidder expects the Debtors to assume and assign to the Bidder and which liabilities, if any, of the Debtors the Potential Bidder is agreeing to assume (the "Assumed Liabilities"). The Bid Purchase Price associated with each Bid may include only cash and/or other consideration acceptable to the Debtors. The Cash Consideration of any Qualified Bid with respect to all or any portion of the Assets must be no less than an amount necessary to satisfy the Expense Reimbursement, as defined herein, and be a Topping Bid with respect to the applicable Assets. In order for the Bid to qualify as a "Topping Bid," it must provide for consideration at Closing (as defined herein) that is equal to or in excess of the sum of: (i) the Stalking Horse Bid; (ii) the Expense Reimbursement; and (iii) an incremental overbid of $250,000 for the Pyote Assets and $500,000 for the Tarbush Assets (the "Minimum Increment"), which may be adjusted for any Bid relating to Assets not contemplated to be sold under the Stalking Horse APA). Any Bid must also include a statement as to whether the Bid is conditioned on purchasing all Assets or whether the Bid should be viewed as separate Bid for one or more sets of Assets.

iv. Other than a Stalking Horse Bid, be accompanied by a good faith deposit by wire transfer or certified check (payable to the order of the Debtors), in an amount equal to five percent (5%) of the cash consideration of the Bid (each, a "Good Faith Deposit"); *provided that*, to the extent a Bid is modified at or prior to the Auction in any manner that increases the proposed purchase price contemplated by such Bid, the Debtors reserve the right to require that such Potential Bidder increase its Good Faith Deposit so that it equals five percent (5%) of the increased aggregate purchase price promptly and in no event no later than one (1) business day following the conclusion of the Auction. The Good Faith Deposits shall be **deposited no later than September 8, 2026, at 5:00 pm (EST)** with the Debtors or the escrow agent identified by the Debtors (the "Escrow Agent").

v. Provides that such Bid is not subject to contingencies of any kind, including, without limitations, contingencies related to financing, internal approval, or due diligence.

vi. Provides that such Bid is binding, unconditional, and irrevocable until the earlier of: (a) such Bid being determined by the Debtors not to be a Qualified Bid; (b) if such Bid is not chosen by the Debtors at the Auction to be the Winning Bid or Back-Up Bid, the date of entry by the Bankruptcy Court of an order approving the Sale to another Qualified Bidder; (c) if such Bid is chosen by the Debtors to be the Winning Bid or the Back-Up Bidder, the date which is the earlier to occur of (i) the first business day after the closing of the Sale with the Winning Bidder, and (ii) thirty (30) days following the date the

order approving the Sale to the Winning Bidder shall have become a final, non-appealable, order ("Final Order").

vii. Contain evidence that the Potential Bidder has obtained the necessary authorizations or approvals, as required by that Bidder's governing documents, with respect to the submission of the Bid and the consummation of the Sale.

viii. Include a statement or evidence reflecting (1) that the Potential Bidder is prepared to consummate the Sale upon entry of the Sale Order by the Court approving the Sale to the Winning Bidder and (2) consummation shall not be contingent on obtaining requisite government, regulatory, or other third-party approvals.

ix. Each Bid must include evidence of the Potential Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Executory Contracts included in its Bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the Potential Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Executory Contracts included in the bid, which information may include (1) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (2) financial statements, (3) tax returns, and (4) annual reports; and (b) the Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property, if any, included in the bid (the "Adequate Assurance Information"). All Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract Counterparties (as defined below).

x. Certifies that the Potential Bidder: (1) has not engaged in any collusion with respect to any Bid or the Sale, specifying that it did not agree with any other Bidders to control price; (2) agrees not to engage in any collusion with respect to any Bids, the Auction, or the Sale; and (3) by submitting a Bid is agreeing, and shall be deemed to have agreed to abide by and honor the terms of the Bidding Procedures.

xi. Includes an acknowledgement and representation that the Potential Bidder has had an opportunity to conduct all due diligence regarding the Debtors' Assets prior to submitting its Bid and that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or assets in making its Bid.

xii. Includes an acknowledgment that by submitting a Bid, the Potential Bidder agrees to be a Back-Up Bidder in accordance with the terms of the Bid Procedures, should such Bid be so selected.

xiii. If the Potential Bidder was formed in whole or part for the purpose of acquiring all or part of the Assets, provides evidence which is reasonably satisfactory to the Debtors, from each of the equity holders of such Potential Bidder demonstrating that such Bidder has, or will have access to, the financial resources needed to consummate the Sale if it becomes the Winning Bidder, and that the use of such resources to consummate the Sale has been authorized and approved by such entity's board of directors (or comparable governing body); *provided*, that the Debtors reserve the right to limit or waive this requirement for one or more Potential Bidders.

xiv. Provides that the Debtors have the right to pursue all available damages in the event of the Potential Bidder's breach of, or failure to perform under, the Qualified Bidder's APA.

A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors deem pertinent in their reasonable business judgment (in consultation with the Committee, if any), including, among other things: (a) the amount of the Qualified Bid; (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder; (c) any excluded Assets or potentially Assumed Contracts; (d) the number, type, and nature of any changes to the Stalking Horse APA; (e) the net benefit to the Debtors' estates; (f) the tax consequences of such Qualified Bid; and (g) any other factors that the Debtors (in consultation with the Committee, if any), reasonably may deem relevant.

3. Designation of Qualified Bid and Qualified Bidder

A "Qualified Bidder" is a Potential Bidder (other than the Stalking Horse Bidder), who submits a Bid by the Bid Deadline that satisfies the Qualified Bid Requirements, and that the Debtors determine is reasonably likely to be able to consummate a Sale (or Sales, as applicable) if selected as a Winning Bidder (each a "Qualified Bid"). The Debtors shall determine and notify any Potential Bidder as to whether such Potential Bidder is a Qualified Bidder no later than **September 9, 2026, at 5:00 p.m. (EST)**.

For the avoidance of doubt, the Stalking Horse Bid is deemed a Qualified Bid, and the Stalking Horse Bidder is deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, notwithstanding the requirements that a Potential Bidder must satisfy to be a Qualified Bidder.

The Debtors reserve the right to exclude any party (other than the Stalking Horse Bidder) from the Auction if the Debtors determine, in their reasonable business judgment that such party did not submit a Qualified Bid (including solely because such party did not put forward a good faith Bid).

4. Disposition of Good Faith Deposits

The Debtors shall return the Good Faith Deposits of all Qualified Bidders, other than the Winning Bidder and the Back-Up Bidder, within five (5) business days following entry by the Bankruptcy Court of an order authorizing the Sale to the Winning Bidder; ***provided, however***, that:

i. the Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by the Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under the Bidding Procedures. The Debtors and their estates shall be entitled to retain such Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of the Bidding Procedures and/or the relevant Qualified Bid;

ii. Deposit of the Winning Bidder shall be credited to the Purchase Price. If the Winning Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale, however, then such Bidder's Deposit will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors, pursuant to the applicable asset purchase agreement.

iii. The Good Faith Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder within five (5) business days following the date the Back-Up Bid is no longer required to be open and irrevocable.

D. The Auction and Procedures

1. The Auction

Other than as set forth herein, if the Debtors receive more than one Qualified Bid for any particular Asset or portion of Assets by the Bid Deadline, the Debtors shall conduct the Auction to determine the Winning Bidder(s) in their reasonable business judgment with respect to such Assets or portion of the Assets. If the Debtors do not receive a Qualified Bid (other than the Stalking Horse Bid) for any particular Asset by the Bid Deadline, the Debtors will not conduct the Auction with respect to such Asset.

The Auction (if necessary) will take place **on September 10, 2026, commencing at __:00 _.m. (EST),** either (a) at the offices of Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, or (b) virtually, or (c) at such other date, time, and location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the Verita Global Website.

The Debtors may determine to cancel the Auction for reasons consistent with their fiduciary obligations; *provided that* the Debtors shall provide all Qualified Bidders with advance notice of cancellation of the Auction by the later of (a) one (1) business day prior to the Auction or (b) the Baseline Bid Deadline (as defined below).

If no Qualified Bids other than the Stalking Horse Bid are received prior to the Bid Deadline, then the Debtors may determine to cancel the Auction and declare the Stalking Horse Bid as the Winning Bid. The Debtors additionally reserve the right to adjourn the Auction at any time.

2. The Auction Procedures

The Auction (if necessary) will be conducted by the Debtors in accordance with the following procedures (the "Auction Procedures"):

i. Except as otherwise determined by the Debtors in their business judgment, only the Debtors, the U.S. Trustee, any Qualified Bidders, the Committee (if any), and, in each case, the respective representatives and professionals of the foregoing parties, shall be entitled to attend the Auction.

ii. Except as otherwise provided herein, only Qualified Bidders shall be entitled to bid at the Auction.

iii. The Qualified Bidders may appear virtually themselves or through duly-authorized representatives at the Auction.

iv. At the commencement of the Auction, the Debtors may announce additional procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive Bid(s).

v. Bidding at the Auction shall commence at the amount of the Baseline Bid. Prior to 5:00 p.m. (prevailing Eastern Time) on the day that is one calendar days before the Auction (the "Baseline Bid Deadline"), the Debtors will provide all Qualified Bidders (including the Stalking Horse Bidder), with a notice identifying which Qualified Bid is the Baseline Bid. Subsequent Bids (each an "Overbid") shall be an increase over the Baseline Bid or previous Overbid, in an amount equal or greater than the Minimum Increment. The Debtors reserve the right to reduce or increase the Minimum Increment in their discretion at the Auction.

vi. To the extent the Stalking Horse Bidder submits a higher bid, the Stalking Horse Bidder shall have the right (but not the obligation) to increase its bid by using, as a credit, the amount of the Bid Protections when determining whether the Stalking Horse Bidder has topped the previous bid by the required amount.

vii. Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (a) the Debtors accept a bid submitted by another Qualified Bidder during the Auction as an Overbid, and (b) such prior Overbid is not selected as the Back-Up Bid.

viii. During the course of the Auction, the Debtors shall, after submission of each Overbid, promptly inform each Qualified Bidder of the terms of the previous bids and inform each Qualified Bidder which Overbid(s) reflect, in the Debtors' view, the highest or otherwise best Bid(s) for the applicable Assets. Each Qualified Bidder will be permitted a reasonable time to respond to previous bids at the Auction, as determined by the Debtors.

ix. The Debtors shall not consider any Bids or Overbids submitted after the closing of the Auction and any and all such Bids and Overbids shall be deemed untimely.

x. The Debtors, in their reasonable business judgment, may reject, at any time before entry of an order of the Court approving a Winning Bid, any Bid (other than the Stalking Horse Bid) that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders, (iv) likely to lack the support of their stakeholders in seeking Court approval thereof, or (v) otherwise violative of any of the Debtors' fiduciary obligations.

xi. The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any bid made by a Qualified Bidder during the Auction.

xii. The Debtors reserve the right, in their reasonable business judgment, to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require that the Qualified Bidder has sufficient cash on hand or has received sufficient noncontingent debt and/or equity funding commitments to consummate the

proposed transaction at the prevailing amount. The Debtors shall promptly file notice of such adjournment with the Court.

xiii. The Debtors, in their business judgment, reserve the right to amend, waive, or otherwise modify the Auction Procedures at any time, including without limitation, the time, place, attendance, and format of the Auction in a manner that they determine will maximize value.

Nothing in these Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law.

3. Auction Results

The Auction shall continue until there is only one Qualified Bid for all of the Assets (or multiple non-overlapping Qualified Bids for any subsets of the Assets if there is no single Qualified Bid for all the Assets) that the Debtors determine, in the exercise of their business judgment, is the highest or otherwise best Qualified Bid(s) (such Qualified Bid(s), the "Winning Bid(s)", and such Qualified Bidder(s), the "Winning Bidder(s)"), and that further bidding is unlikely to result in a higher or otherwise better Qualified Bid, at which point, the Auction will be closed. The Debtors shall also identify the Qualified Bidder(s) that submitted the next highest or otherwise best Qualified Bid(s) as a back-up bid (a "Back-Up Bid(s)" and the Bidders submitting such Bid(s), as the "Back-Up Bidder(s)")

As soon as reasonably practicable after the closing of the Auction, the Debtors shall file with the Court notice of the auction results ("Notice of Auction Results"), serve such Notice on the Notice Parties (as defined below), and cause such Notice to be published on the Debtors' restructuring website at: https://www.veritaglobal.net/Poolin/inquiry (the "Verita Global Website"), which Notice shall (a) identify each of Winning Bidder(s) and Back-Up Bidder(s); and (b) set forth the Sale Objection Deadline (as defined below), the date, time, and location of the Sale Hearing, and any other relevant dates or other information necessary to reasonably apprise the parties of the outcome of the Auction.

The Winning Bidder, Back-Up Bidder, and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which the Winning Bid(s) and Back-Up Bid(s) were made.

E. The Sale

1. Free of Any and All Interests

Except as otherwise provided in the asset Qualified Bidder APA of the Winning Bidder(s) and subject to the approval of the Court, all of the Debtors' rights, title, and interest in and to the Assets subject thereto shall be sold free and clear of any Encumbrances to the maximum extent permitted by section 363 of the Bankruptcy Code, with such Encumbrances to attach to the proceeds of the Sale of the applicable Assets with the same validity and priority as such Encumbrances were held against the applicable Assets prior to the Sale.

2. Sale Objections

Any objections to the Sale, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and (b) the entry of any Sale Order (each such objection, a "Sale Objection"), must: (i) be in writing; (ii) state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (iii) filed with the Court and served on the following parties (collectively, the "Objection Notice Parties") no later than **September 14, 2026 at 5:00 p.m. (EST)** (the "Sale Objection Deadline"):

i. proposed counsel to the Debtors: Archer & Greiner P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, Attn: Stephen M. Packman (spackman@archerlaw.com), Douglas G. Leney (dleney@archerlaw.com), Natasha M. Songonuga (nsongonuga@archerlaw.com), and Alexander J. Andrews (aandrews@archerlaw.com);

ii. the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102;

iii. counsel for the Committee;

iv. counsel for the Stalking Horse Bidder;

v. if applicable, counsel for the relevant Winning Bidder; and

vi. if applicable, counsel to the relevant Back-Up Bidder.

Any party who fails to file and serve a timely Sale Objection in accordance with the terms of theses Bidding Procedures and the Bid Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Supplemental Sale Objection, as applicable, to the relief requested in the Motion, or to the consummation or performance of the sale of the Assets, including the transfer of Assets to the Winning Bidder free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code.

3. Sale Hearing

The Sale Hearing will occur on September ____ 2026 at __:00 _.m. (EST) before the Hon. [●], United States Bankruptcy Court for the District of New Jersey, 402 E State St, [●] Floor, Trenton, NJ 08608. At the Sale Hearing, the Debtors will seek entry of the Sale Order authorizing and approving one or more Sale(s) to the Winning Bidder(s). The Sale Hearing may be adjourned or rescheduled without notice or with limited and shortened notice to parties, including by (i) an announcement of such adjournment at the Sale Hearing or at the Auction or (ii) the filing of a notice of adjournment with the Court prior to the commencement of the Sale Hearing. If any Winning Bidder fails to consummate an approved Sale in accordance with its applicable Qualified Bidder APA or such Qualified Bidder APA is terminated, the Debtors shall be authorized, but not

required, to deem the applicable Back-Up Bid(s), as disclosed at the Sale Hearing, as the Winning Bid, and the Debtors shall be authorized, but not required, to consummate the Sale with such Back-Up Bidder(s).

II. PROVISIONS RELATED TO THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

As part of a Sale, the Debtors may assume and assign certain of their executory contracts and unexpired leases (collectively, the "Executory Contracts") to one or more of the Winning Bidder(s), The procedures governing the Debtors identification of Executory Contracts to be identified in the Assigned Contracts Schedule(s) to be filed by the Debtors and the non-Debtor counterparties' (the "Contract Counterparties") fights and obligations to such identification, including, but not limited to, objecting to such identification and/or the amounts that the Debtors believe necessary to cure all monetary defaults under each such identified Executory Contract pursuant to section 365 of the Bankruptcy Code, are governed by the assumption and assignment procedures set forth in the Bid Procedures Order. **All Contract Counterparties should refer to the Bid Procedures Order, which provides for the following relevant dates and declines:**

a. Deadline for the Debtors to file and served the Assumption and Assignment Notice (as defined in the Bid Procedures Order) is **August 21, 2026**; and

b. Deadline for Contract Counterparties to file Assumption and Assignment Objections as **September 14, 2026 at 5:00 p.m. (EST)**.

For the avoidance of doubt, unless a Contract Counterparty to an Executory Contract listed on an Assigned Contracts Schedule or a Supplemental Assigned Contracts Schedule has timely and properly filed and served an objection to an Assumption and Assignment Notice or a Supplemental Assumption and Assignment Notice such Contract Counterparty shall (i) be forever barred from objecting to the assumption and assignment of such Executory Contract, including with respect to Cure Amount, and from asserting any additional cure or other amounts with respect to such Contract, and the Debtors and the Winning Bidder shall be entitled to rely solely upon the Cure Amounts set forth in such notice, as applicable; (ii) be deemed to have consented to the assumption and assignment to the Winning Bidder of such Executory Contract; and (iii) be forever barred, estopped, and permanently enjoined from asserting or claiming against the Debtors, the Winning Bidder or their respective property that any additional prepetition amounts are due or other prepetition defaults exist, that conditions to assignment must be satisfied under such Executory Contract or that there is any objection or defense to the assumption and assignment of such Contract. In addition, the Cure Amount set forth in the Assumption and Assignment Notice or a Supplemental Assumption and Assignment Notice, as applicable, shall constitute a final determination of the total Cure Amount required to be paid by the Debtors in connection with the assumption and assignment of such Executory Contract.

III. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve their rights to modify these Bidding Procedures or to waive any provision or requirement herein in their reasonable business judgment and in a manner consistent with the maximization of their estates in any manner that will best promote the goals of the bidding process, or impose, at or before the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in the Bidding Procedures; (b) adjourning the Auction at or prior to the Auction and/or adjourning the Sale Hearing prior to such hearing or in open Court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; (e) rejecting any or all bids or Qualified Bids if, in the Debtors' reasonable, good-faith business judgment, following consultation with the Committee, the Debtors determine that such Qualified Bid is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or related rules or the terms set forth herein, or (iii) contrary to the best interests of the Debtors; and (f) adjusting the applicable Minimum Overbid Increments. The Debtors further reserve the right, at any time, and in consultation with the Committee, for any reason, in their reasonable business judgment and consistent with their fiduciary duties, to decline to pursue the sale contemplated by these Bidding Procedures. Notwithstanding the foregoing, (x) any modification to these Bidding Procedures which extends the timelines included herein shall be subject to the consent of the Stalking Horse Bidder, whose consent shall not be unreasonably withheld; (y) any such modification shall treat the Stalking Horse Bidder as a Qualified Bidder; and (z) any modification to these Bidding Procedures shall not be inconsistent with the terms of the Bid Procedures Order, the Bankruptcy Code, or the Bankruptcy Rules. The Debtors shall provide written notice of any such modification to the Stalking Horse Bidder and each Qualified Bidder (and their respective counsel) as soon as reasonably practicable (email shall suffice).

IV. CONSENT TO JURISDICTION

All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, Sale Transaction, the construction and enforcement of these Bidding Procedures or the Order, and any other agreement entered into in connection with any proposed Sale Transaction, as applicable.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute by heard by the Court on an expedited basis.

Exhibit 2

Notice of Auction and Sale Hearing

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)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that, on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Enter Into One or More Stalking Horse Purchase Agreement and Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof,*

[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.

and (VI) Granting Related Relief [ECF No. [●]] (the "Bid Procedures Order")[2]in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors").

PLEASE TAKE FURTHER NOTICE that, the Debtors are soliciting offers for the purchase of substantially all of their Assets consistent with the procedures (the "Bidding Procedures") approved by the Court pursuant to the Bid Procedures Order.

PLEASE TAKE FURTHER NOTICE that, the deadline by which all non-binding indications of interest for some or all of the Assets must be received pursuant to the Bidding Procedures is **August 27, 2026**.

PLEASE TAKE FURTHER NOTICE that, any party interested in submitting a bid for any of the Debtors' Assets should contact the proposed counsel for the Debtors. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Order, the Bidding Procedures, or the Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures and the Order, the deadline by which all Qualified Bids must be submitted is **September 8, 2026 ("Bid Deadline")**.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures, the Debtors may conduct the Auction of the Assets on **September 10, 2026, at ___:00 a.m. (EST)** either (a) at the offices of **Archer & Greiner P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043,** or (b) virtually, or (c) at such other date, time, and location as designated by the Debtors.

PLEASE TAKE FURTHER NOTICE that, except as otherwise determined by the Debtors, only the Debtors, the U.S. Trustee, any Qualified Bidders, the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Committee"), and, in each case, the respective representatives and professionals of the foregoing parties, shall be entitled to attend the Auction, and only Qualified Bidders will be entitled to make Overbids at the Auction. All interested or potentially affected parties should carefully read the Bidding Procedures and the Order.

PLEASE TAKE FURTHER NOTICE that any objections to the Sale, including (i) any objection to a sale of Assets free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) the entry of any Sale Order (each such objection, a "Sale Objection") must be: (A) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (B) filed with the Court on or before **September 14, 2026, at 5:00 p.m. (EST)** ("Sale Objection Deadline"); and (C) served on (i) the proposed counsel to the Debtors, (ii) the Office of the United States Trustee for the District of New Jersey, (iii) counsel for the Stalking Horse Bidder, counsel for the committee, (iv)

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Bid Procedures Order and the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bid Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bid Procedures Order, the actual terms and conditions in those documents shall control.

if applicable, counsel for the relevant Winning Bidder and/or counsel for the relevant Back-Up Bidder (collectively, the "Objection Notice Parties") by the Sale Objection Deadline.

PLEASE TAKE FURTHER NOTICE that the Debtors may seek approval of the Sale of the Assets at a hearing scheduled to commence on **September __ 2026, __:00 _.m. (EST)**, before the Honorable _____, at the United States Bankruptcy Court for the District of New Jersey, 402 E State St, [●] Floor, Trenton, NJ 08608.

CONSEQUENCES OF FAILING TO TIMELY MAKE A SALE OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN SALE OBJECTION ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE TRANSACTION, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS MAY BE SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT OR THE PLAN, AS APPLICABLE.

PLEASE TAKE FURTHER NOTICE that copies of the Order or any other documents in the Debtors' Chapter 11 Cases are available upon request to Verita Global by calling (877) 634-7165 (U.S./Canada) or (424) 236-7221 (International); (b) by visiting the Debtors' restructuring website at be https://www.veritaglobal.net/Poolin/inquiry; or (c) for a fee via PACER by visiting http://www.njd.uscourts.gov.

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 3

Assumption and Assignment Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

ARCHER & GREINER, P.C.
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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)

NOTICE OF CURE AMOUNT AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** ATTACHED HERETO.

PLEASE TAKE NOTICE OF THE FOLLOWING:

[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.

On July 22, 2026 (the "Petition Date"), the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), filed with the United States Bankruptcy Court for the District of New Jersey (the "Court") the *Debtors' Motion For Entry Of (I) An Order (A) Approving Certain Bidding Procedures And The Form And Manner Of Notice Thereof, (B) Authorizing The Debtors To Designate The Stalking Horse Bidder, (C) Scheduling An Auction And A Hearing On The Approval Of The Sale Of Substantially All Of The Debtors' Assets, (D) Authorizing The Debtors To Enter Into The Purchase Agreements, (E) Establishing Certain Assumption And Assignment Procedures And Approving The Manner Of Notice Thereof, And (F) Granting Related Relief; And (II) An Order (A) Authorizing The Sale Of Substantially All Of The Debtors' Assets Free And Clear Or Encumbrances, (B) Approving The Assumption And Assignment Of The Potentially Assigned Contracts, And (C) Granting Related Relief*[ECF No. [●]] (the "Sale Motion"), seeking, among things, entry of (a) an order (i) approving certain bidding procedures (the "Bidding Procedures") to be used in connection with the Sale of substantially all of the Debtors' Assets; (ii) scheduling an auction (the "Auction") and approving the form and manner of notice thereof, (iii) approving assumption and assignment procedures for the assumption and assignment by the Debtors of certain executory contracts and unexpired leases (the "Assumption and Assignment Procedures"), and (iv) scheduling a sale hearing (the "Sale Hearing").

On August __, 2026, the entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Enter Into One or More Stalking Horse Purchase Agreement and Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [ECF No. [●]] (the "Bid Procedures Order"),[2] which, among other things, approved the Assumption and Assignment Procedures as set forth therein.

Cure Amounts

In accordance with the Assumption and Assignment Procedures and the Bid Procedures Order, the Debtors may, in connection with the Sale to the Winning Bidder, seek to assume and assign to the Winning Bidder certain of the Debtors' executory contracts and unexpired leases (collectively, the "Executory Contracts"). Each of the Executory Contracts that potentially could be assumed and assigned in connection with the Sale, together with the Debtors' calculation of cure costs ("Cure Amounts") for unpaid monetary obligations under such Executory Contracts, is set forth on **Exhibit A** hereto. The inclusion of any Executory Contract on **Exhibit A** does not constitute an admission by the Debtors, any Winning Bidder, or any other party that such Executory Contract is an executory contract or an unexpired lease within the meaning of the

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion or the Bid Procedures Order, as applicable. Any summary of the Bidding Procedures or the Bid Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Notice and the terms and conditions of either of the Bidding Procedures or the Bid Procedures Order, the actual terms and conditions in those documents shall control.

Bankruptcy Code or require or guarantee that such Executory Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

In addition, to the extent that any of the Cure Amounts set forth on **Exhibit A** do not reflect (i) postpetition payments that have been made by the Debtors in respect of applicable Cure Amounts or (ii) any payments that are made by the Debtors in respect of such Cure Amounts after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Executory Contracts shall be reduced by any such corresponding postpetition payments, and the Debtors reserve their rights to update the Cure Amount set forth on **Exhibit A** accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable Contract Counterparty.

Assumption and Assignment Objections

A. Assumption Objection Deadline.

Any Contract Counterparty that disagrees with the Debtors' proposed Cure Amount set forth on **Exhibit A** hereto or objects to a proposed assumption and assignment of its applicable Executory Contract on any basis, your objection (each an "Assumption and Assignment Objection") must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection and, if the objection pertains to (x) the proposed Cure Amount, state the cure amount alleged to be owed to the objecting Contract Counterparty, or (y) the proposed Adequate Assurance, state the adequate assurance amount purportedly required, together with any applicable and appropriate documentation in support thereof, (clauses (i)-(iii), the "Assumption and Assignment Objection Requirements"); and (iv) be filed with the Court and serve on the Objection Notice Parties (as defined in the Bid Procedures Order) no later than **September 14, 2026 at 5:00 p.m. (EST)**. .

B. Resolution of Assumption and Assignment Objections.

Pursuant to the Bid Procedures Order, if Contract Counterparty files an Assumption and Assignment Objection and the Winning Bidder has designated that it wishes to take assignment of such Executory Contract, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such objection will be resolved at the Sale Hearing, but such Contract shall be assumed and assigned only upon satisfactory resolution of the Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion.

If any Assumption and Assignment Objection is resolved by the Court in a manner that is not satisfactory to the Winning Bidder, the Winning Bidder shall retain the right to remove the applicable Executory Contract from the list of Assigned Contracts Schedule, and such Executory Contract shall not constitute an Assigned Contract and the Winning Bidder shall not be responsible for any Cure Amount or Adequate Protection with respect to such Executory Contract.

C. Failure to File an Assumption and Assignment Objection.

UNLESS A CONTRACT COUNTERPARTY TO A CONTRACT LISTED ON EXHIBIT A HERETO HAS TIMELY AND PROPERLY FILED AND SERVED AN ASSUMPTION AND ASSIGNMENT OBJECTION SUCH CONTRACT COUNTERPARTY SHALL: (I) BE FOREVER BARRED FROM OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF SUCH ASSIGNED CONTRACT, INCLUDING WITH RESPECT TO CURE AMOUNT, AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT, AND THE DEBTORS AND THE WINNING BIDDER SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE AMOUNT SET FORTH ON EXHIBIT A HERETO; (II) BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE EXECUTORY CONTRACT TO THE WINNING BIDDER; AND (III) BE FOREVER BARRED, ESTOPPED, AND PERMANENTLY ENJOINED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS, THE WINNING BIDDER, OR THEIR RESPECTIVE PROPERTY THAT ANY ADDITIONAL PREPETITION AMOUNTS ARE DUE OR OTHER PREPETITION DEFAULTS EXIST, THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH CONTRACT, OR THAT THERE IS ANY OBJECTION OR DEFENSE TO THE ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT. IN ADDITION, THE CURE AMOUNTS SET FORTH IN EXHIBIT A HERETO SHALL CONSTITUTE A FINAL DETERMINATION OF THE TOTAL CURE AMOUNTS REQUIRED TO BE PAID BY THE DEBTORS IN CONNECTION WITH THE ASSUMPTION AND ASSIGNMENT EACH SUCH EXECUTORY CONTRACTS.

D. Contract Assumption and Assignment.

Notwithstanding anything herein, the mere listing of any Executory Contract on Exhibit A attached to this Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice does not require or guarantee that such Executory Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Winning Bidder with respect to such Contracts are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Winning Bidder, as applicable, to designate any Executory Contract as either rejected or assumed on a post-closing basis.

Nothing herein (a) alters in any way the prepetition nature of the Executory Contracts or the validity, priority, or amount of any claims of a Contract Counterparty to any Executory Contract against the Debtors that may arise under such Executory Contract, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to any Executory Contract against the Debtors that may arise under such Executory Contract. No Executory Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code unless listed on an Assigned Contracts Schedule attached to the final Sale Order or the Court has entered a separate order assuming and assigning such Executory Contract.

Notice of Auction Results

The Auction, if required, will be conducted on **September 10, 2026, at ___:00 __.m. (EST)**, either (a) at the offices of Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043, or (b) virtually, or (c) at such other date, time, and location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the website maintained by Verita Global, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at Debtors' restructuring website at https://www.veritaglobal.net/ (the "Verita Global Website").

As soon as reasonably practicable after the closing of the Auction, the Debtors shall file with the Court notice of the auction results ("Notice of Auction Results"), serve such Notice on the Notice Parties (as defined in the Bidding Procedures), and cause such Notice to be published on the Verita Global Website, which Notice shall (a) identify each Winning Bidder and the Back-Up Bidder, if any; and (b) set forth the Sale Objection Deadline (as defined in Bidding Procedures), the date, time, and location of the Sale Hearing, and any other relevant dates or other information necessary to reasonably apprise the parties of the outcome of the Auction.

Sale Hearing

The applicable Sale Hearing to consider approval of the Sale to the Winning Bidder is currently scheduled to take place on **September 16, 2026, at ___:00 __.m. (EST)** before the Honorable , in the United States Bankruptcy Court for the District of New Jersey, 402 E State St, [●] Floor, Trenton, NJ 08608.

Additional Information

Copies of the Motion, the Bid Procedures Order, the Bidding Procedures, or any other documents in the Debtors' Chapter 11 Cases are available: (a) upon request to Verita Global by calling ((877) 634-7165 (U.S./Canada) or (424) 236-7221 (International); (b) by visiting the Verita Global Website; or (c) for a fee via PACER by visiting http://www.njd.uscourts.gov.

[*space intentionally left blank*]

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 "B"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of July 22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

RECITALS

WHEREAS, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Tarbush Property set forth below through July 10, 2026.

WHEREAS, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

WHEREAS, Seller is the owner of certain personal property, equipment and other assets located at the Tarbush Property and set forth on the **Exhibit "A"** attached hereto (the "Purchased Assets").

WHEREAS, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

WHEREAS, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and closing of the Adjacent Property PSA.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I
SALE OF ASSETS

1.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The assets set forth on **Exhibit "A"** hereto;

(ii) the power rights associated with the Tarbush Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from Exhibit "B". Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

1.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall make available to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and

transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens Except Permitted Liens.

1.3 Excluded Assets.

The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

1.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe

benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

1.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be Thirty-Seven Million U.S. Dollars ($37,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of 5% of the Purchase Price in the amount of One Million Eight Hundred and Fifty Thousand Dollars ($1,850,000) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as Exhibit B (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price of shall be paid by Buyer to Seller at Closing (the "Closing Payment");

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

1.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

1.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes, To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

1.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and

delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

1.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable in connection with the transactions contemplated by this Agreement.

ARTICLE II CLOSING

2.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on or before November 30, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")).

2.2 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its sole and absolute discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing or otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(f) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(g) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(h) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(j) an information reporting form for purposes of preparing an IRS Form 1099-S; and

(k) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

2.3 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

3.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

3.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court., and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

3.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

3.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

3.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

3.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

3.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

3.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

3.9 Certain Fees. Other than DuFrayne LLC and Manning Land and Manning Mineral LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

3.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement. Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

3.11 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

3.12 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

3.13 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's Knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

3.14 Environmental Matters. Except as set forth on **Exhibit "F"** to Seller's Knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of

applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's Knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

3.15 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

3.16 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

4.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree

of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

4.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until August 9, 2026 ("Due Diligence Expiration Date") to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

4.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

4.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

4.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

4.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

4.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

ARTICLE V
COVENANTS OF SELLER AND BUYER

5.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

5.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

5.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take,

any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

5.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this

Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

ARTICLE VI
BANKRUPTCY MATTERS; BIDDING PROCEDURES

6.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

6.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement

6.3 Breakup Fee and Expense Reimbursement. The Breakup Fee and Expense Reimbursement shall constitute an allowed, super-priority administrative expense claim against Seller's Estate pursuant to sections 363, 503(b) and 507(a)(2) of the Bankruptcy Code. Sellers acknowledge and agree that the Breakup Fee and Expense Reimbursement are reasonable and constitute actual and necessary costs and expenses of preserving Seller's bankruptcy estate, and Seller shall support and not oppose Buyer's request for allowance and payment thereof as administrative expenses.

ARTICLE VII
CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(v) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vi) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any pre-Closing liabilities not included in Cure Costs, for the Assumed Contracts, or otherwise an Assumed Liability, whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(vii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions acceptable to Buyer, in its sole and absolute discretion, for the acquisition of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions satisfactory to Buyer in its sole discretion.

(d) Buyer shall have received, in form and substance satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW), by the dates set forth below, without material reduction or restriction; (ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Adjacent Property for the development and operation of an AI data center, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and (iii) interconnect and receive (a) an available allocation of 176 MW of electronic load on the Adjacent Property, in accordance with the load commissioning plan for ERCOT Batch Zero load BZ-650, achieving an interim ramp milestone of 176 MW, by December 31, 2028 ("176MW Approval Date"), and (b) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use, solely as to the 176MW upgrade. All costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution systems, transmission and distribution facilities, cabling, cooling infrastructure, buildings, and other customer-side improvements and the like and all AI infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a liability of Seller and shall not be an offset to the Purchase Price at closing. All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's access to and use of 176MW of power at the Adjacent Property, in connection with Buyer's intended use of the Adjacent Property as an AI data center, by the 176MW Approval Date. For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility provider as to any future expansion of power beyond 176 MW, including, without limitation, any Facilities Extension Agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

(e) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Adjacent Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as an AI data center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as an AI data center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Adjacent Property, to the satisfaction of Buyer to permit its intended use of the Adjacent Property as an AI data center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Adjacent Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.

(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop, operate or as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

7.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

ARTICLE VIII
TERMINATION

8.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before November 30, 2026, or such later date that is agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section 7.2(c) have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

(j) Buyer, at any time prior to the expiration of the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section 8.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

8.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section 8.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest).

(b) If this Agreement is terminated by Seller in accordance with Section 8.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section 8.1, such termination shall be without liability of any Party to the other Party to this Agreement (except as set forth in Section 8.2(d) and (e) below), and the Good Faith Deposit (with interest) will be returned to Buyer.

(d) If this Agreement is terminated under Section 8.1(f), then the Seller shall pay to Buyer by wire transfer of immediately available funds at the Closing on the Competing Transaction, to an account designated by Buyer in writing to Seller, (i) an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Buyer in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount shall not exceed $250,000 (the "Expense Reimbursement"), and (ii) a break-up fee in an amount equal to three percent (3%) of the Purchase Price (the "Breakup Fee"); provided that the Expense Reimbursement and Breakup Fee shall be subject to Bankruptcy Court approval.

(e) Each of the Parties acknowledges and agrees that the agreements contained in Section 8.2(d) are an integral part of this Agreement and that the Breakup Fee and Expense Reimbursement are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Breakup Fee and Expense Reimbursement, as applicable, are payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing this Agreement and in reasonable

reliance on this Agreement and on the reasonable expectation of the consummation of the transactions hereunder, which amount would otherwise be impossible to calculate with precision.

ARTICLE IX
ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

9.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit "B". Seller represents and warrants that Exhibit "B" sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

ARTICLE X
MISCELLANEOUS

10.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

10.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to:	Lonestar Dream Inc. and Lonestar Taproot LLC Attn: Michael DuFrayne, CRO (mdufrayne@dufraynellc.com)
With a copy to:	Stephen M. Packman, Esq. (spackman@archerlaw.com)
If to Buyer, to:	Greg Berman (gberman@thorequities.com)
With a copy to:	Wachtel Missry LLP (scohen@wmllp.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

10.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

10.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

10.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

10.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

10.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER

PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

10.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

10.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

10.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

10.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

SELLER:

Lonestar Dream Inc.

By: Kevin Pan
Name: Kevin Pan
Title: CEO

SELLER:

Lonestar Taproot LLC

By: Kevin Pan
Name: Kevin Pan, CEO
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

BUYER: THOR CALAP LLC
on behalf of itself and its designees

By: _____
Name: Morris Missry
Title: Authorized Signatory

Doc ID: 9caa0f5c6b7337a5aa7d92d1c0ab7196319e5f27

ANNEX I
CERTAIN DEFINITIONS

"Alternative Transaction" means an approved sale to a higher bidder other than the Stalking Horse Bidder subject to the terms and conditions of the Agreement and Court.

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided, however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided, further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

EXHIBIT A
Purchased Assets

Asset Purchase Agreement (Tarbush)

EXHIBIT A

List of Assets To Be Acquired

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
F004	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
F005	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
V003	Lonestar Dream	Vehicles Dream	07/11/2023	08/01/2023	Silverado	Ram Country Fort Stockton	2015 Chevrolet White Silverado15 Serial #: 3GCPCREC0FG222815
LI002	Lonestar Taproot	Land Improvements	06/01/2022	09/01/2022	25308Tarbu sh	All State Fence Company	6'11 Gauge Chain Link Fence Installed with Three Strands of Barbed Wire Tarbush
LI004	Lonestar Taproot	Land Improvements	07/31/2022	09/01/2022	1001Tarbus h	Blue Bison Industrial Services, LLC	Water Line Project Contractors & Materials Tarbush
LI005	Lonestar Taproot	Land Improvements	05/05/2022	09/01/2022	522001	Boland Field Services LLC	ROW Seeding
LI006	Lonestar Taproot	Land Improvements	07/22/2022	09/01/2022	51612Tarbu sh	Bullseye Field Services LLC	100 Tons of River Rock Gravel Work
LI008	Lonestar Taproot	Land Improvements	12/31/2021	09/01/2022	2130-002	Charis Engineering, LLC	Charis Engineering Civil, Mechanical, and Electrical Design
LI009	Lonestar Taproot	Land Improvements	08/31/2022	09/01/2022	INV0024174	DBR Land LLC	Damages Caliche Settlement Payment
LI012	Lonestar Taproot	Land Improvements	04/18/2022	09/01/2022	Change Order 3	Westwood Transport, LLC.	Add 80'x150x Pad with Ramps Tarbush
LI015	Lonestar Taproot	Land Improvements	07/01/2022	09/01/2022	1246	Westwood Transport, LLC.	50 Loads of Peagravel Delivery & Spread with Backhoe
LI016	Lonestar Taproot	Land Improvements	08/03/2023	09/01/2022	4529	Chatos Aggregate Hauling, LLC	To Haul 25 Loads of Gravel Around the Antboxes GDA
LI017	Lonestar Taproot	Land Improvements	02/28/2022	09/01/2022	86442 & 86937	DBR Engineering Consultants, Inc.	Engineering for Power Distribution & Connection from Company's Feeder Line to 72 Sets Mining System
BD008	Lonestar Taproot	Land Improvements	05/04/2022	09/01/2022	Chge Order 4Tarbush	Westwood Transport, LLC.	12 Lights Poles Tarbush
AIR140	Lonestar Taproot	Land Improvements	06/02/2022	09/01/2022	08Tarbush	West Tex Field Services, LLC	12 Lights Poles & Sitting 22 Transformers
R001	Lonestar Taproot	Right of Use Asset	12/02/2021	08/01/2022		DBR Land LLC	Pecos Tarbush Land Lease 20 Years
BD003	Lonestar Taproot	Buildings	03/31/2022	09/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Tarbush Site 3D Model
TF002	Lonestar Taproot	Transformers	09/30/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	Jiangsu Huapeng 193MVA, 3P, 60HZ
TF005	Lonestar Taproot	Transformers	01/25/2022	09/01/2022	INV-85345	Maddox Industrial Transformer	MT13797-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Not Installed
TF006	Lonestar Taproot	Transformers	01/25/2022	09/01/2022	INV-85345	Maddox Industrial Transformer	MT13799-S 500 kVA Padmount Transformer HV: 24940 Y 14400 LV: 208 Y 120 Installed in Tarbush Substation
TF007	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100145 Installed in Tarbush Substation
TF008	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100128 Installed in Tarbush Substation
TF009	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100119 Installed in Tarbush Substation
TF010	Lonestar	Transformers	08/14/202	09/01/202	YJ0001200	Jiangsu Huapeng	JSHP 24.94kV, 2.5MVA SN:

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
	Taproot		1	2	003-20210728	Transformer Co., LTD.	HPT003100131 Installed in Tarbush Substation
TF011	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100135 Installed in Tarbush Substation
TF012	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100124 Installed in Tarbush Substation
TF013	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100142 Installed in Tarbush Substation
TF014	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100122 Installed in Tarbush Substation
TF015	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100140 Installed in Tarbush Substation
TF016	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100146 Installed in Tarbush Substation
TF017	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100133 Installed in Tarbush Substation
TF018	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100144 Installed in Tarbush Substation
TF019	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100126 Installed in Tarbush Substation
TF020	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100139 Installed in Tarbush Substation
TF021	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100121 Installed in Tarbush Substation
TF022	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100136 Installed in Tarbush Substation
TF023	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100143 Installed in Tarbush Substation
TF024	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100127 Installed in Tarbush Substation
TF025	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100138 Installed in Tarbush Substation
TF026	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100129 Installed in Tarbush Substation
TF027	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100117 Installed in Tarbush Substation
TF028	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100130 Installed in Tarbush Substation
TF029	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100275 Installed in Tarbush Substation
TF030	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100111 Installed in Tarbush Substation
ST001	Lonestar Taproot	Substations Infrastructure	Various	09/01/2023		Priority Power Management LLC & Various	Tarbush Substation
CN019	Lonestar	Computer &	02/28/202	09/01/202	INV0112&0	CNO	Fiber & Cat6 Cable & SonicWall

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
	Taproot	Network Equipment	2	2	116 &117	Technologies, LLC	Firewall
				Intentionally left blank			
TM005	Lonestar Dream	Tools, Machinery & Equipment	05/09/2022	09/01/2022	Order SP6734	MotoBuys	TrailMaster Taurus 200GX Golf Cart
TM007	Lonestar Taproot	Tools, Machinery & Equipment	04/01/2022	09/01/2022	TAPROOT001	Coastal Power & Equipment	Atlas Copco QAS120 JDS Trailer Mounted Generator Serial HOP100994
TM008	Lonestar Taproot	Tools, Machinery & Equipment	05/25/2022	09/01/2022	206725063-001	United Rentals Power & HVAC	Compressor XAS185KD7 CFM Tier4 Serial #: 4500A1019FR051101
V006	Lonestar Taproot	Vehicles Taproot	05/31/2022	09/01/2022	09-494694	National Storage Tank, Inc.	Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA25PR010746
V008	Lonestar Taproot	Vehicles Taproot	02/28/2022	04/01/2022	338255	Out West Feed & Supply	Kubota RTV-XG850WLH22 S/N: A5KH1PGNCNG030387
V009	Lonestar Taproot	Vehicles Taproot	04/12/2022	09/01/2022	01-98181	Ag. Equipment Inc.	Kubota RTV-XG850WGLA22 S/N: A5KH1PGNENG030288
V011	Lonestar Taproot	Vehicles Taproot	04/22/2022	09/01/2022		Driscoll Motors	2015 F350 Purchased from Driscoll Motors
HD052	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
HD053	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
HD054	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
AIR029	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500755-6 Installed Tarbush A1
AIR030	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500816-7 Installed Tarbush A2
AIR031	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500689-0 Installed Tarbush A3
AIR032	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500823-3 Installed Tarbush A4
AIR033	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500686-3 Installed Tarbush A5
AIR034	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500717-6 Installed Tarbush A6
AIR035	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500719-7 Installed Tarbush A7
AIR036	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500693-0 Installed Tarbush A8
AIR037	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500720-0 Installed Tarbush A9
AIR038	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-8 Installed Tarbush A10
AIR039	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500289-4 Installed Tarbush A11
AIR040	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500607-7 Installed Tarbush A12

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AIR041	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500340-0 Installed Tarbush A13
AIR042	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500345-8 Installed Tarbush A14
AIR043	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500240-4 Installed Tarbush A15
AIR044	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500531-6 Installed Tarbush A16
AIR045	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500238-5 Installed Tarbush A17
AIR046	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500278-6 Installed Tarbush A18
AIR047	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500311-8 Installed Tarbush B1
AIR048	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500251-2 Installed Tarbush B2
AIR049	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500696-6 Installed Tarbush B3
AIR050	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500347-9 Installed Tarbush B4
AIR051	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500316-5 Installed Tarbush B5
AIR052	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500335-5 Installed Tarbush B6
AIR053	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500610-1 Installed Tarbush B7
AIR054	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500379-8 Installed Tarbush B8
AIR055	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-5 Installed Tarbush B9
AIR056	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500655-0 Installed Tarbush B10
AIR057	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500688-4 Installed Tarbush B11
AIR058	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500694-5 Installed Tarbush B12
AIR059	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500698-7 Installed Tarbush B13
AIR060	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500642-0 Installed Tarbush B14
AIR061	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500692-4 Installed Tarbush B15
AIR062	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500317-0 Installed Tarbush B16

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AIR063	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500638-0 Installed Tarbush B17
AIR064	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500617-0 Installed Tarbush B18
AIR065	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500257-5 Installed Tarbush C1
AIR066	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500697-1 Installed Tarbush C2
AIR067	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500815-1 Installed Tarbush C3
AIR068	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500712-9 Installed Tarbush C4
AIR069	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500613-8 Installed Tarbush C5
AIR070	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500372-0 Installed Tarbush C6
AIR071	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500606-1 Installed Tarbush C7
AIR072	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500723-7 Installed Tarbush C8
AIR073	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500822-8 Installed Tarbush C9
AIR074	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500804-3 Installed Tarbush C10
AIR075	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500369-5 Installed Tarbush C11
AIR076	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500820-7 Installed Tarbush C12
AIR077	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500614-3 Installed Tarbush C13
AIR078	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500314-4 Installed Tarbush C14
AIR079	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500260-0 Installed Tarbush C15
AIR080	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500346-3 Installed Tarbush C16
AIR081	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500620-4 Installed Tarbush C17
AIR082	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500342-1 Installed Tarbush C18
AIR083	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500338-1 Installed Tarbush D1
AIR084	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500611-7 Installed Tarbush D2

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AIR085	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500624-7 Installed Tarbush D3
AIR086	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500341-6 Installed Tarbush D4
AIR087	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500616-4 Installed Tarbush D5
AIR088	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500824-9 Installed Tarbush D6
AIR089	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500339-7 Installed Tarbush D7
AIR090	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500628-8 Installed Tarbush D8
AIR091	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500261-5 Installed Tarbush D9
AIR092	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500295-5 Installed Tarbush D10
AIR093	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500320-5 Installed Tarbush D11
AIR094	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500623-0 Installed Tarbush D12
AIR095	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500622-5 Installed Tarbush D13
AIR096	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500603-5 Installed Tarbush D14
AIR107	Lonestar Taproot	Cooling System - Air	04/18/2022	09/01/2022	3	West Tex Field Services, LLC	Setup Antboxes & Connect to the Transformers
AIR110	Lonestar Taproot	Cooling System - Air	04/12/2022	09/01/2022	6019	Elite Drillers Corporation	Tarbush Water Well - Drilling of Water Well and Pump Installation
AIR111	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank (hold & recycle water for water curtains that cool the miners)
AIR112	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR113	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR114	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR115	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR116	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR117	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR118	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR119	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR120	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR121	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR122	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR123	Lonestar	Cooling System	05/07/202	09/01/202	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
	Taproot	- Air	2	2			
AIR124	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR125	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR126	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR127	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR128	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR129	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR130	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR131	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR132	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR133	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR134	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR135	Lonestar Taproot	Cooling System - Air	Various	09/01/2023	4523	Chatos Aggregate Hauling, LLC/ 51 Oilfield Services LLC	Water Pit GDA
AIR136	Lonestar Taproot	Cooling System - Air	Various	09/01/2023	GDA	Bullseye Field Services LLC/Childs Corporation/IMG Foam Installation	Tarbush Site Modification GDA
AIR137	Lonestar Taproot	Cooling System - Air	07/03/2023	08/01/2023	1003	Steady Arms Service LLC	Exhaust Fans System
AIR139	Lonestar Taproot	Cooling System - Air	04/01/2022	02/01/2022	CapLbrRecl s	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
CIP002	Lonestar Taproot	Construction in Progress	03/31/2022	09/01/2022	PB50402	JNL Steel Components, Inc	Building #4 Materials
CIP003	Lonestar Taproot	Construction in Progress	06/27/2022	09/01/2022	1192Tarbus h	Westwood Transport, LLC.	Pad 1100'x25' for Immersion Buildings Tarbush
EL001	Lonestar Taproot	Electrical Systems	04/06/2022	09/01/2022	#1 Mobalizatio n	Ortiz Electric, LLC	Labor, material, subs & equipment Tarbush
EL002	Lonestar Taproot	Electrical Systems	05/01/2022	09/01/2022	#2	Ortiz Electric, LLC	UG Dondult Tarbush
EL003	Lonestar Taproot	Electrical Systems	05/01/2022	09/01/2022	#2	Ortiz Electric, LLC	Grounding Tarbush
EL004	Lonestar Taproot	Electrical Systems	05/19/2022	09/01/2022	#3 Change Order 1	Ortiz Electric, LLC	Labor-Equipment-Per Diem
EL005	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#7 Change Order 4	Ortiz Electric, LLC	Lugs and mounting hardware for the XFMR secondary and ant box power landing point Tarbush
EL006	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#6 Change Order 3	Ortiz Electric, LLC	Sitework, Civil, and UG Conduit Installation Tarbush
EL007	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#5 Change Order 2	Ortiz Electric, LLC	Deadbreak Elbows Purchase and Installation Tarbush
EL008	Lonestar Taproot	Electrical Systems	05/31/2022	09/01/2022	#4	Ortiz Electric, LLC	Labor, material, subs & equipment Tarbush
EL009	Lonestar Taproot	Electrical Systems	06/10/2022	09/01/2022	#8	Ortiz Electric, LLC	Bi-Weekly Progress Billing (SOV004) Tarbush
EL010	Lonestar Taproot	Electrical Systems	06/10/2022	09/01/2022	#9	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush
EL011	Lonestar Taproot	Electrical Systems	06/15/2022	09/01/2022	#10	Ortiz Electric, LLC	Tarbush Pump House & Power Circuits Installation
EL012	Lonestar Taproot	Electrical Systems	06/27/2022	09/01/2022	#11	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
EL013	Lonestar Taproot	Electrical Systems	07/12/2022	09/01/2022	Change Order 9	Ortiz Electric, LLC	Unused Material Credit Tarbush
EL014	Lonestar Taproot	Electrical Systems	07/19/2022	09/01/2022	Change Order #7	Ortiz Electric, LLC	228ea-2H 600 MCM Aluminum Lugs & 60ea-1H 600MCM Mechanical Lugs Tarbush
EL015	Lonestar Taproot	Electrical Systems	07/25/2022	09/01/2022	#16	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush
EL016	Lonestar Taproot	Electrical Systems	07/25/2022	09/01/2022	#14	Ortiz Electric, LLC	T&M 7/7/22 - 7/13/22
EL017	Lonestar Taproot	Electrical Systems	07/26/2022	09/01/2022	#13	Ortiz Electric, LLC	Labor, Material & Equipment Tarbush
EL018	Lonestar Taproot	Electrical Systems	08/11/2022	09/01/2022	#17	Ortiz Electric, LLC	Time and Materials for Week Ending 7/25/22 & 8/5/22
EL019	Lonestar Taproot	Electrical Systems	08/16/2022	09/01/2022	#18	Ortiz Electric, LLC	Time and Materials for Week Ending 8/8/22 & 8/12/22
EL020	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#19	Ortiz Electric, LLC	Progress Billing SOV #8
EL021	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#20	Ortiz Electric, LLC	Time and Materials for Week Ending 8/21/22 & 8/28/22
EL022	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#21	Ortiz Electric, LLC	Change Order - Material Reimbursement
EL023	Lonestar Taproot	Electrical Systems	07/21/2023	08/01/2023	24488	KTX Electric LLC	Meter Installation GDA
EL024	Lonestar Taproot	Electrical Systems	12/04/2024	01/01/2025		THI Energy Consultants, LLC	Electrical Upgrade
CT002	Lonestar Taproot	Containers	03/31/2023	04/01/2023	TMPShanghaiIde	Shanghai Ide Industrial Co., Ltd	20 Ft Container GESU 3596639

EXHIBIT B
Assumed Contracts

EXHIBIT C
Excluded Assets

EXHIBIT D
Assumed Liabilities

None.

EXHIBIT E
Litigation Claims

EXHIBIT F
Environmental Matters

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of July 22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

RECITALS

WHEREAS, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Pyote Property set forth below through July 10, 2026.

WHEREAS, Seller is the owner of that certain real property located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas, (known as the "Pyote Property").

WHEREAS, Seller is the owner of certain personal property, equipment and other assets located at the Pyote Property and set forth on the **Exhibit "A"** attached hereto (together with the Pyote Property, the "Purchased Assets").

WHEREAS, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

WHEREAS, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I
SALE OF ASSETS AND REAL PROPERTY

1.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The Pyote Property and additional assets set forth on **Exhibit "A"** hereto;

(ii) the power rights associated with the Pyote Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

1.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall make available to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

(c) At the Closing, Seller shall convey the Pyote Property to Buyer pursuant to a Special Warranty Deed ("Warranty Deed") in the form customarily used in similar transactions in Texas and approved and prepared by Buyer and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer reasonably deems desirable to for Seller to transfer, convey, and assign its good and marketable title to the Pyote Property to Buyer, free and clear of any and all Liens except Permitted Liens.

1.3 Excluded Assets. The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

1.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

1.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be Fifteen Million U.S. Dollars ($15,000,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of 5% of the Purchase Price in the amount of Seven-Hundred and Fifty Thousand Dollars ($750,000) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "I"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price of shall be paid by Buyer to Seller at Closing (the "Closing Payment").;

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

1.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

1.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes, To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

1.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the

total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

1.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable in connection with the transactions contemplated by this Agreement.

1.11 Title Commitment/Survey.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer: (i) copies of all existing owner's and lender's title policies relating to the Pyote Property; (ii) all existing surveys of the Pyote Property; and (iii) all engineering, environmental, geotechnical, wetlands, seismic, structural, zoning and other third-party reports concerning the Pyote Property in Seller's possession or control.

(b) Buyer shall obtain a title commitment for the Pyote Property (the "Title Commitment"). Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof at any time prior to the expiration of the Due Diligence Expiration Date (or, as to any liens or other encumbrances that come of record after the effective date of the last Title Commitment or title update obtained by Buyer during the Due Diligence Period, which last title update shall not be earlier than August 4, 2026, at any time prior to the Closing). Seller shall, on or before Closing, with respect to a Title Objection, use its best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment, except Permitted Liens and those Title Objections expressly approved in writing by Buyer. Buyer shall have no obligation to accept any title exception subject to a Title Objection raised before the Due Diligence Expiration Date, not expressly approved by Buyer in writing.

(c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

(d) Seller may satisfy and discharge monetary liens from the proceeds of Closing, provided that the Title Company issues the Title Policy without exception for such liens or other title defects subject to a Title Objection.

(e) Seller shall execute and deliver all affidavits, releases, payoff letters, curative documents and other instruments reasonably required by Buyer or the Title Company to permit issuance of an owner's title insurance policy (the "Title Policy") insuring fee simple title to the Pyote Property, effective as of Closing, free and clear of all liens, claims, encumbrances and title exceptions raised by Buyer as Title Objections, other than Permitted Liens and those expressly approved in writing by Buyer.

(f) If requested by Buyer, and pursuant to a Title Objection, Seller shall use commercially reasonable efforts to obtain and deliver any estoppel certificates, lien waivers, subordinations, non-disturbance agreements or other documentation relating to the Pyote Property reasonably required by Buyer or the Title Company.

(g) Notwithstanding anything herein to the contrary, Seller shall convey the Pyote Property pursuant to the Sale Approval Order free and clear of all liens, claims, interests, encumbrances and title exceptions to the fullest extent authorized under the Bankruptcy Code, except only those matters raised as Title Objections unless Permitted Liens or otherwise expressly approved in writing by Buyer, with all such liens, claims and interests attaching solely to the proceeds of sale to the extent provided in the Sale Approval Order.

ARTICLE II
CLOSING

2.10 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on or before November 30, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")).

2.11 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its sole and absolute discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) An Owner's title affidavit (the "Title Affidavit"), affidavit of Seller's Residence ("Seller's Residence Affidavit"), Broker's affidavit ("Broker's Affidavit"), Broker's lien waiver ("Broker's Lien Waiver"), 1099-S certification ("1099-S Certification") and, if applicable, an Affidavit of Exemption from Withholding ("Exemption Affidavit") in the forms annexed hereto as **Exhibit "G-1"** and, if Seller has retained a person or entity (other than an employee of Seller) to manage the Pyote Property or any portion thereof and does not include in the Title Affidavit such certifications as the Title Company shall reasonably require to omit from the Purchaser's title policy exceptions for possible liens of the property manager, and, if applicable, a Property Manager Lien Waiver (the "Property Manager Lien Waiver") duly executed by Seller and the property manager in the form annexed hereto as **Exhibit "G-2"**.

(f) Such other documents, instruments or agreements as may be reasonably requested by Buyer or the Title Company to consummate the Closing of the Pyote Property in accordance with the terms of this Agreement;

(g) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing or otherwise required by law or permitted under this Agreement (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(h) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(i) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(j) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(k) A certificate (the "Seller's Representation Update Certificate") stating that all of Seller's representations and warranties set forth in this Agreement remain true and correct in all respects at and as of Closing, except as otherwise set forth in such certificate and in the form annexed hereto as **Exhibit "H"**, subject to modifications to reflect facts and circumstances existing as of the Closing Date for reasons other than Seller's breach of this Agreement

(l) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(m) an information reporting form for purposes of preparing an IRS Form 1099-S; and

(n) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

2.12 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

3.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

3.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court., and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

3.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

3.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's Knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

3.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to,

or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

3.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

3.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's Knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

3.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

3.9 Certain Fees. Other than DuFrayne LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

3.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this

Agreement. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

3.11 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

3.12 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

3.13 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's Knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's

knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

3.14 Environmental Matters. Except as set forth on **Exhibit F**, to Seller's Knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

3.15 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

3.16 Real Property.

(a) Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement;

(b) Seller is not a "foreign person", as that term is defined for purposes of the FIRPTA;

(c) Seller has been known by no other name for the past ten years, except Lonestar Dream Inc. and Lonestar Taproot LLC;

(d) The Pyote Property is not serviced by municipal sewer and water systems. The water and electrical and other mechanical and utility systems serving the Pyote Property is, to the best of Seller's reasonable knowledge, in sound operating condition;

(e) There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Pyote Property;

(f) There are no persons employed at the Pyote Property in connection with the ownership, use, operation, maintenance, repair and/or replacement of the Pyote Property who will be binding upon Buyer after the Closing;

(g) There are no collective bargaining agreements, management agreements or other employee agreements affecting the Property or which would bind Buyer after the Closing;

(h) Seller has not received any written notice of any lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller's best knowledge, affecting the Pyote Property.

(i) Other than for the leases identified as potential Assumed Contracts, there are no leases, licenses or other occupancy and/or use agreements, written or oral, affecting the Pyote Property or any portion thereof to which Seller is a party or by which Seller or any future owner of the Pyote Property through Seller is or will be bound, and Seller has delivered a true, correct and complete copy of the Leases to Buyer prior to Buyer's execution and delivery of this Agreement.

(j) There are no contracts or agreements affecting the Pyote Property which will survive Closing and be binding upon Buyer except the Assumed Contracts and in the Title Commitment;

(k) Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation,

the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, et seq., the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "**WARN Acts**") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "**Labor and Employment Laws**").

3.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not

in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

3.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code

3.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at Closing.

3.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

4.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer of any of its properties or assets may be bound.

4.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until August 9, 2026 ("Due Diligence Expiration Date") to conduct such diligence as it deemed necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

4.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

4.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

4.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

4.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

4.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

ARTICLE V
COVENANTS OF SELLER AND BUYER

5.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

5.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

5.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists

on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion:

(i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property, or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

(ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures, equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

(iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

(iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership, operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

(v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

(vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

(vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote Property without Buyer's prior written consent, unless to clear title to the Pyote Property.

(viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

(ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Property or that might affect Seller’s ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

5.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

5.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm, casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

5.6 Condemnation.

(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination;

or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards, settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

ARTICLE VI
BANKRUPTCY MATTERS; BIDDING PROCEDURES

6.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

6.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement

6.3 Breakup Fee and Expense Reimbursement. The Breakup Fee and Expense Reimbursement shall constitute an allowed, super-priority administrative expense claim against Seller’s Estate pursuant to sections 363, 503(b) and 507(a)(2) of the Bankruptcy Code. Sellers acknowledge and agree that the Breakup Fee and Expense Reimbursement are reasonable and constitute actual and necessary costs and expenses of preserving Seller’s bankruptcy estate, and Seller shall support and not oppose Buyer’s request for allowance and payment thereof as administrative expenses.

ARTICLE VII
CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith Buyer of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any pre-Closing liabilities not included in Cure Costs, for the Assumed Contracts, or otherwise an Assumed Liability, whether known or unknown as of the Closing,

whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.[8]

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its sole and absolute discretion, from the applicable utility provider(s), Qualified Scheduling Entity (QSE), and any other relevant governmental or third-party entities, of the electrical power supply available to the Pyote Property (i) in the firm allocated and available amount of not less than 54MW of electrical capacity (ii) with the applicable voltage and at the approved point of interconnection for use of such power, (iii) and is available without any known condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property.

(d) Buyer shall have received, in form and substance satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the electrical power allocation and related power rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's intended use of the Approvals and associated power rights.

(d) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Pyote Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI

data center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI data center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Pyote Property, to the satisfaction of Buyer to permit its intended use of the Pyote Property as an AI data center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Pyote Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.

(e) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote Property as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(f) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(g) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Property (the "Title Insurance") on such form and with such endorsements as shall be available in the State of Texas and acceptable to Buyer, insuring Buyer's title to the Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement.

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

7.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

ARTICLE VIII
TERMINATION

8.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.18.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before November 30, 2026, or such later date that is agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section 7.2(c) have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

(j) Buyer, at any time prior to the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section 8.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

8.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section 8.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest).

(b) If this Agreement is terminated by Seller in accordance with Section 8.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section 8.1, such termination shall be without liability of any Party to the other Party to this Agreement (except as set forth in Section 8.2(d) and (e) below), and the Good Faith Deposit (with interest) will be returned to Buyer.

(d) If this Agreement is terminated under Section 8.1(f), then the Seller shall pay to Buyer by wire transfer of immediately available funds at the Closing on the Competing Transaction, to an account designated by Buyer in writing to Seller, (i) an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Buyer in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount shall not exceed $150,000 (the "Expense Reimbursement"), and (ii) a break-up fee in an amount equal to three percent (3%) of the Purchase Price (the "Breakup Fee"); provided that the Expense Reimbursement and Breakup Fee shall be subject to Bankruptcy Court approval.

(e) Each of the Parties acknowledges and agrees that the agreements contained in Section 8.28.2(d) are an integral part of this Agreement and that the Breakup Fee and Expense Reimbursement are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Breakup Fee and Expense Reimbursement, as applicable, are payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the transactions hereunder, which amount would otherwise be impossible to calculate with precision.

ARTICLE IX
ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

9.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

ARTICLE X
MISCELLANEOUS

10.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

10.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to:	Lonestar Dream Inc. and Lonestar Taproot LLC Attn: Michael DuFrayne, CRO; (mdufrayne@dufraynellc.com)
With a copy to:	Stephen M. Packman, Esq. (spackman@archerlaw.com)
If to Buyer, to	Thor Calap LLC Attn: Greg Berman; (gberman@thorequities.com)
With a coy to:	Steven Cohen, Esq. (cohen@wmllp.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

10.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

10.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

10.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

10.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current

mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

10.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

10.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

10.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

10.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and

enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

10.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

SELLER:

Lonestar Dream Inc.

By: Kevin Pan

Name: Kevin Pan
Title: CEO

SELLER:

Lonestar Taproot LLC

By: Kevin Pan

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

BUYER: THOR CALAP LLC
on behalf of itself and its designees

By: _____

Name: Morris Missry
Title: Authorized Signatory

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ANNEX I
CERTAIN DEFINITIONS

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

EXHIBIT A
Purchased Assets

Asset Purchase Agreement (Pyote)

EXHIBIT A

List of Assets To Be Acquired

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
L001	Lonestar Taproot	Land	02/25/2022	02/25/2022		Priority Power Management LLC	22.97 Acres in Sec 75, Block 34 Ward County
F002	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
F003	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
			Intentionally left blank				
V001	Lonestar Dream	Vehicles Dream	01/18/2022	01/01/2022			2018 Toyota Tacoma
LI001	Lonestar Taproot	Land Improvements	03/31/2022	04/01/2022	24880	All State Fence Company	All State Fence 6' 11 Chain Link Fence
LI003	Lonestar Taproot	Land Improvements	07/28/2022	08/01/2022	25347	All State Fence Company	Heavy Welded Frames & Terminal & Gate Posts with Concrete
LI007	Lonestar Taproot	Land Improvements	12/31/2021	04/01/2022	2130-001	Charis Engineering, LLC	Charis Engineering Civil, Mechanical, and Electrical Design
LI010	Lonestar Taproot	Land Improvements	12/31/2021	04/01/2022	1133 & 1159 & Change Order	Westwood Transport, LLC.	Access Road Pads
LI010	Lonestar Taproot	Land Improvements	01/31/2022	04/01/2022	1133 & 1159 & Change Order	Westwood Transport, LLC.	Access Road Pads Change Order 1 - Pyote HWY Changes and Caliche Pit Equip
LI011	Lonestar Taproot	Land Improvements	04/06/2022	05/01/2022	1201	Westwood Transport, LLC.	Grading, Pad & Main Entrance Final Payment 30% + Change Orders
LI013	Lonestar Taproot	Land Improvements	05/23/2022	06/01/2022	Change Order 10	Westwood Transport, LLC.	Main Entrance & Electrician Road Pad
LI014	Lonestar Taproot	Land Improvements	06/02/2022	07/01/2022	1230	Westwood Transport, LLC.	Loads of Pea Gravel Delivery & Labor
BD001	Lonestar Taproot	Land Improvements	01/31/2022	04/01/2022	20688408	Elite Supply Partners Inc	5" 134W 304SS Pipes Pyote
BD002	Lonestar Taproot	Buildings	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Pyote Site 3D Model
BD004	Lonestar Taproot	Buildings	12/31/2021	01/01/2022	TG00147	Terracon Consultants, Inc.	Terracon Consultants, Inc. Geotechnical Pyote
BD005	Lonestar Taproot	Buildings	Various	01/01/2023	Pyote Building 1	JNL Steel Components, Inc/Delta Overhead Doors/West Tex Field Services, LLC	Immersion Building 1
BD006	Lonestar Taproot	Buildings	Various	01/01/2023	Pyote Building 2	West Tex Field Services, LLC/JNL Steel Components, Inc/Westwood Transport, LLC.	Immersion Building 2
BD007	Lonestar Taproot	Buildings	04/06/2022	05/01/2022	Change Order 1 & 2	West Tex Field Services, LLC	Pyote Pump House & Poly Pipes (Change Order #2)
TF003	Lonestar Taproot	Transformers	02/28/2022	04/01/2022	420382	Alamo Transformer Supply Company Inc.	500KVA 12470Y 208Y/120 3 Phase Padmount Serial #72112393552 Installed
TF004	Lonestar Taproot	Transformers	01/25/2022	04/01/2022	INV-85345	Maddox Industrial Transformer	MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed
TF031	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote
TF032	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
TF033	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100101 Installed in Pyote
TF034	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100102 Installed in Pyote
TF035	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100100 Installed in Pyote
TF036	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100110 Installed in Pyote
TF037	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100099 Installed in Pyote
TF038	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100096 Installed in Pyote
TF039	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100104 Installed in Pyote
TF040	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100105 Installed in Pyote
TF041	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100103 Installed in Pyote
TF042	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100112 Installed in Pyote
TF043	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100098 Installed in Pyote
TF044	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100114 Installed in Pyote
TF045	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100120 Installed in Pyote
TF046	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100134 Installed in Pyote
TF047	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100107 Installed in Pyote
TF048	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100141 Installed in Pyote
TF050	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100097 Installed in Pyote
TF051	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100123 Installed in Pyote
TF052	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100137 Installed in Pyote
TF053	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100125 Installed in Pyote
TF054	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100113 Installed in Pyote
TF055	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100106 Installed in Pyote
CN017	Lonestar Taproot	Computer & Network Equipment	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Cisco Network Equipment
CN018	Lonestar Taproot	Computer & Network Equipment	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan H3C Network Equipment
CN020	Lonestar Taproot	Computer & Network Equipment	02/28/2022	04/01/2022	INET0013435	Infrastructure Networks Inc.	Infrastructure Networks Internet Installation Pyote
CN021	Lonestar	Computer &	08/01/202	09/01/202	INET00155	Infrastructure	Installation, Hardware,

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
	Taproot	Network Equipment	2	2	87	Networks Inc.	Fasteners, Connectors
CN022	Lonestar Taproot	Computer & Network Equipment	10/24/2022	11/01/2022	IN-00062689	FiberLight, LLC	Fiber Installation
TM001	Lonestar Taproot	Tools, Machinery & Equipment	02/16/2022	04/01/2022	22-0013	Crane Monsters Corp	Used 2009 Grove RT700E Rough Terrain Crane
TM002	Lonestar Taproot	Tools, Machinery & Equipment	06/04/2022	09/01/2022	22-0035Tarbush	Crane Monsters Corp	Used 2009 Tadano GR600SL Crane Tarbush
TM003	Lonestar Taproot	Tools, Machinery & Equipment	03/31/2022	04/01/2022	203629654-001	United Rentals Power & HVAC	Skytrak 10054 Power & HVAC Forklift Serial #: 0160062628
TM006	Lonestar Taproot	Tools, Machinery & Equipment	03/01/2022	04/01/2022	1209622-0001	Texas First Rental	100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 VIN:16MPF1120CD065102
TM009	Lonestar Taproot	Tools, Machinery & Equipment	06/06/2022	07/01/2024	INV0152	CNO Technologies, LLC	Camera Installation Labor, Travel and Materials
TM010	Lonestar Taproot	Tools, Machinery & Equipment	12/01/2025	12/01/2025		Mars Dream	Forklift Huayee Model HYD20 2024 SN#HY24082231
V004	Lonestar Taproot	Vehicles Taproot	05/31/2022	06/01/2022	03-492978	National Storage Tank, Inc.	Nationwide Trailers 25' Low-Pro Flatdeck with Duals $15,700.22 + $1,744.47 S/N: 4P53F3425N1382655
V005	Lonestar Taproot	Vehicles Taproot	05/31/2022	06/01/2022	09-494694	National Storage Tank, Inc.	Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA23PR010745
V010	Lonestar Taproot	Vehicles Taproot	04/22/2022	09/01/2022	1K00815	Ewald Kubota Inc.	Kubota RTV-XG850SLAS22
HD041	Lonestar Taproot	Cooling System - Hydro	12/31/2021	04/01/2022	5964	Elite Drillers Corporation	Pyote Water Well - Drilling of Water Well and Pump Installation
HD042	Lonestar Taproot	Cooling System - Hydro	05/27/2022	06/01/2022	6035	Elite Drillers Corporation	Pyote Water Well - Drilling of Water Well and Pump Installation North Well
HD043	Lonestar Taproot	Cooling System - Hydro	01/13/2022	04/01/2022	ECT104-18	East Coast Tank	East Coast Tank Water Storage Tanks 39'6"D x 10'7"H
HD044	Lonestar Taproot	Cooling System - Hydro	01/13/2022	04/01/2022	ECT104-18	East Coast Tank	East Coast Tank Water Storage Tanks 39'6"D x 10'7"H
HD045	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD046	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD047	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD048	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD049	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD050	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD051	Lonestar Taproot	Cooling System - Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD055	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD056	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD057	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD058	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD059	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
HD060	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD061	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD062	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD063	Lonestar Taproot	Cooling System - Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD064	Lonestar Taproot	Cooling System - Hydro	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	RO System - Chao Suan Reverse Osmosis Water Purification Equip
HD065	Lonestar Taproot	Cooling System - Hydro	06/18/2022	07/01/2022	Brackish Water	WLT Trading LLC	RO System - Brackish Water System Purification & MingYaMai Water Treatment Equip $10.382.51 + WLT Logistic $27,662.12
HD066	Lonestar Taproot	Cooling System - Hydro	Various	07/01/2022	1179	Westwood Transport, LLC./LIV Consulting/	Hydro Antboxes installation
HD067	Lonestar Taproot	Cooling System - Hydro	12/02/2022	02/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
IM001	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252869	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM002	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252870	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM003	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252871	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM004	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252872	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM005	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252873	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM006	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252874	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM007	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252875	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM008	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252876	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM009	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252877	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM010	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252878	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM011	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252879	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM012	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252880	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM013	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252881	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM014	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252882	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM015	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252883	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM016	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252884	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM017	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252885	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM018	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252886	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM019	Lonestar Taproot	Cooling System - Immersion	04/12/2022	05/01/2022	1412252887	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM020	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252888	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM021	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252889	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM022	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252890	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM023	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252891	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM024	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252892	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM025	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252893	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM026	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252894	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM027	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252895	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM028	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252896	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM029	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252897	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM030	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252898	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM031	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252899	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM032	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252900	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM033	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252901	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM034	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252902	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM035	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252903	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM036	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252904	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM037	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252905	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM038	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252906	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM039	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252907	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM040	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252908	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM041	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252909	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM042	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252910	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM043	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252911	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM044	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252912	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM045	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252913	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM046	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252914	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM047	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252915	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM048	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252916	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM049	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252917	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM050	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252918	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM051	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252919	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM052	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252920	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM053	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252921	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM054	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252922	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM055	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252923	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM056	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252924	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM057	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252925	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM058	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252926	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM059	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252927	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM060	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252928	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM061	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252929	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM062	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252930	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM063	Lonestar	Cooling System -	05/01/202	10/01/202	141225293	Pennzoil-Quaker	Shell Immersion Cooling Fluid

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	Taproot	Immersion	2	3	1	State Company	S3X
IM064	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252932	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM065	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252933	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM066	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252934	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM067	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252935	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM068	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252936	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM069	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252937	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM070	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252938	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM071	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252939	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM072	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252940	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM073	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252941	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM074	Lonestar Taproot	Cooling System - Immersion	05/01/2022	10/01/2023	1412252942	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
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IM108	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-001
IM109	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-002
IM110	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-003
IM111	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-004
IM112	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-005
IM113	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-006
IM114	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-007
IM115	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-008
IM116	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-009
IM117	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-010
IM118	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-011
IM119	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-012
IM120	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-013
IM121	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-014
IM122	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-015

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IM123	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-016
IM124	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-017
IM125	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-018
IM126	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-019
IM127	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-020
IM128	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-021
IM129	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-022
IM130	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-023
IM131	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-024
IM132	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-025
IM133	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-026
IM134	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-027
IM135	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-028
IM136	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-029
IM137	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-030
IM138	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-031
IM139	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-032
IM140	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-033
IM141	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-034

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IM142	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-035
IM143	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-036
IM144	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-040
IM145	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-041
IM146	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-042
IM147	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-043
IM148	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-044
IM149	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-045
IM150	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-046
IM151	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-047
IM152	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-048
IM153	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-049
IM154	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-050
IM155	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-051
IM156	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-052
IM157	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-053
IM158	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-054
IM159	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-055
IM160	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-056

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IM161	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-057
IM162	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-058
IM163	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-059
IM164	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-060
IM165	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-061
IM166	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-062
IM167	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-063
IM168	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-064
IM169	Lonestar Taproot	Cooling System - Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-065
IM170	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-066
IM171	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-067
IM172	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-068
IM173	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-069
IM174	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-070
IM175	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-071
IM176	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-072
IM177	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-001
IM178	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-002
IM179	Lonestar Taproot	Cooling System - Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-003

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM231	Lonestar Taproot	Cooling System - Immersion	03/31/2022			Shandong Volks Air Conditioner / Chao Suan	LQJZ-700 Dry Cooler Chao Suan WK52
IM232	Lonestar Taproot	Cooling System - Immersion	04/01/2022			Shandong Volks Air Conditioner / Chao Suan	LQJZ-700 Dry Cooler Chao Suan WK53
IM252	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM253	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM254	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM255	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM256	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM257	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM258	Lonestar Taproot	Cooling System - Immersion	08/01/2022	01/01/2023			Immersion Cooling Pump
IM259	Lonestar Taproot	Cooling System - Immersion	02/07/2023	03/01/2023	Ramp13		1,040 ft- 600MCM Alum Wire, Alum wire for Immersion Building 1
IM260	Lonestar Taproot	Cooling System - Immersion	04/01/2022	05/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
IM291	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM292	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM293	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM294	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM295	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM296	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM297	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM298	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM299	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM300	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM301	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM302	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM303	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM304	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM305	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM306	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM307	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM308	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM309	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM310	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM311	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM312	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM313	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM314	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM315	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM316	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM317	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM318	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM319	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM320	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
AIR001	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100313 Installed Pyote
AIR002	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100355 Installed Pyote
AIR003	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100530 Installed Pyote
AIR004	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100606 Installed Pyote
AIR005	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100503 Installed Pyote
AIR006	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100519 Installed Pyote
AIR007	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100587 Installed Pyote
AIR008	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100376 Installed Pyote
AIR009	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100442 Installed Pyote
AIR010	Lonestar	Cooling System -	12/31/202	04/01/202	420211114	Bitmain	Air-Cooled Antbox N5 V2 x

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
	Taproot	Air	1	2	001		100+30 Bitmain T04SJYX-25S4 BTMU 5100458 Installed Pyote
AIR011	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100400 Installed Pyote
AIR012	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100490 Installed Pyote
AIR013	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100416 Installed Pyote
AIR014	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100360 Installed Pyote
AIR015	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100437 Installed Pyote
AIR016	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100566 Installed Pyote
AIR017	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100329 Installed Pyote
AIR018	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100463 Installed Pyote
AIR019	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100334 Installed Pyote
AIR020	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100592 Installed Pyote
AIR021	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100545 Installed Pyote
AIR022	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100421 Storage Pyote
AIR023	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100340 Storage Pyote
AIR024	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100397 Storage Pyote
AIR025	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100550 Storage Pyote
AIR026	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100571 Storage Pyote
AIR027	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100524 Storage Pyote
AIR028	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 Pyote Coms Box
AIR108	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	1877	Tungsten Construction,	Setup Antboxes & Connect to the Transformers

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
						LLC/LIV Consulting	
AIR109	Lonestar Taproot	Cooling System - Air	01/31/2022	04/01/2022	13399&13433&13457	NTACT Constructors, LTD	Stainless Air Cooler Pipes Fabrication
AIR138	Lonestar Taproot	Cooling System - Air	04/01/2022	02/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
CIP001	Lonestar Taproot	Construction in Progress	02/28/2022	04/01/2022	PB50401	JNL Steel Components, Inc	Building #3 Materials
CT001	Lonestar Taproot	Containers	05/31/2022	06/01/2022	HON22053101	HK Honortrans Development LTD	40HD Container
CT003	Lonestar Taproot	Containers	03/31/2023	04/01/2023	TMPShanghailde	Shanghai Ide Industrial Co., Ltd	20 Ft Container GESU 3596639
CT004	Lonestar Taproot	Containers	03/25/2022	04/01/2022	77655	ASC Equipment	ASC Equipment 8'x20' One Trip Containers
CT005	Lonestar Taproot	Containers	02/14/2022	04/01/2022	76744	ASC Equipment	ASC Equipment 8'x40' Used Containers x 2 @ $6,500
CT006	Lonestar Taproot	Containers	02/14/2022	04/01/2022	76744	ASC Equipment	ASC Equipment 8'x40' Used Containers x 2 @ $6,500
CT007	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT008	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT009	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT010	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40GP Used Container RMB 13,500 04.24.2024
CT011	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT012	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HC Used Container RMB 19,500 05.21.2024
CT013	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT014	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT015	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT016	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT017	Lonestar Taproot	Containers	07/22/2024	09/01/2024	RJY-LT-202401	Qingdao Ruijunyuan Industry Trade Ltd	Qingdao Ruijunyuan 40HC New Container Pyote
CT018	Lonestar Taproot	Containers	08/27/2024	09/01/2024	LTSE20240827C	Shandong Liangtai Logistics Co., Ltd	Shandong Liangtai 20 GP Used Containers Pyote RMB 11,000
CT019	Lonestar Taproot	Containers	08/27/2024	09/01/2024	LTSE20240827C	Shandong Liangtai Logistics Co., Ltd	Shandong Liangtai 40 HQ Used Containers Pyote RMB 21,500
CT020	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT021	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT022	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT023	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT024	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT025	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT026	Lonestar Taproot	Containers	02/11/2025	03/01/2025	QDNR20241231-01	Noran Qingdao Supply Chain Mgmt. Co., Ltd	40 HQ Used Container Tarbush USDT

EXHIBIT B
Assumed Contracts

EXHIBIT C
Excluded Assets

EXHIBIT D
Assumed Liabilities

None.

EXHIBIT E
Litigation Claims

EXHIBIT F
Environmental Matters

EXHIBIT G-1
Exemption Affidavit

EXHIBIT G-2
Property Manager Lien Waiver

EXHIBIT H
Seller's Representation Update Certificate

EXHIBIT I
Escrow Agreement