Docket #0014 Date Filed: 7/22/2026

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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(*Pro Hac Vice* Admission Pending)
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Proposed Attorneys for Debtors

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

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ARCHER & GREINER, P.C. AS BANKRUPTCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession: Lonestar Dream Inc. ("LSD"); and Lonestar Taproot, LLC ("LST" and collectively, the "Debtors"), by and through their undersigned proposed counsel, hereby submit this application

[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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(the "Application") for the entry of an order, substantially in the form annexed hereto as **Exhibit A** (the "Proposed Order"), pursuant to 11 U.S.C. §§ 320 & 327(a), authorizing the retention and employment of Archer & Greiner, P.C. ("Archer") as bankruptcy counsel effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the certification of Stephen M. Packman (the "Packman Certification"), attached hereto as **Exhibit B**, and fully incorporated by reference herein, and further respectfully state as follows:

JURISDICTION, VENUE & STATUTORY PREDICATE

1. 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 Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a Final Order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of these proceedings is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicate for the relief requested herein is 11 U.S.C. §§ 327(a) and 330, as supplemented by Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

RELEVANT FACTUAL & PROCEDURAL BACKGROUND

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

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

RELIEF REQUESTED

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Archer as bankruptcy counsel to the Debtors and debtors-in-possession in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Archer dated July 17, 2026 (the "Engagement Agreement"), a copy of which is annexed hereto as **Exhibit C**.

BASIS FOR RELIEF REQUESTED

7. Section 327(a) of the Bankruptcy Code allows a debtor, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor-in-possession] in carrying out [its] duties under this title." 11 U.S.C. § 327(a).

8. Section 101(14) of the Bankruptcy Code defines "disinterested person" as a person that:

> (a) is not a creditor, an equity security holder, or an insider;
>
> (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
>
> (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the debtor, or for any other reason.

11 U.S.C. § 101(14).

9. Pursuant to section 328 of the Bankruptcy Code, the Debtors seek the Court's approval of the terms of Archer's retention as set forth in the Packman Certification. Section 328(a) of the Bankruptcy Code allows a debtor, with the court's approval, to "employ or authorize the employment of a professional person under section 327 or 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328.

10. Moreover, under section 1107(b) of the Bankruptcy Code, a person is not disqualified for employment under section 327 solely because of such person's employment or representation of a debtor before the commencement of the case.

11. The Debtors submit that the employment of Archer is necessary because the Debtors require experienced bankruptcy counsel to provide them with legal advice and services in these Chapter 11 Cases. The Debtors have selected Archer because the attorneys in the Bankruptcy, Restructuring and Insolvency Group of the firm are experienced bankruptcy attorneys and are well-suited to guide the Debtors through the chapter 11 process in these Cases, including but not limited to the sale of the Debtors' assets.

12. The professional services to be rendered by Archer for the Debtors include, without limitation:

(a) assisting the Debtors with preparing their Schedules and Statements of Financial Affairs;

(b) assisting with budgeting and the Debtors' financial and other reporting requirements;

(c) assisting the Debtors with obtaining approvals of interim and final relief;

(d) assisting the Debtors in negotiations with creditors and other parties in interest and appearing for, prosecuting, and representing the Debtors in connection with motions and other proceedings;

(e) consulting with and advising the Debtors with regard to the sale of Debtors' assets and property;

(f) formulating a plan of liquidation; and

(g) providing the Debtors with such other and related bankruptcy legal services as may be required.

13. Archer will bill the Debtors hourly for its legal services at Archer's regular hourly rates charged by its bankruptcy and other attorneys and paraprofessionals in the Cases, consistent with those rates charged by Archer in other, similar cases.

14. Within the one year prior to the Petition Date, as compensation for services rendered in contemplation of, or in connection with, the Debtors' Chapter 11 Cases, and other restructuring related advice, Archer received $778,287.07 for legal services rendered.

15. As set forth in the Packman Certification, Archer received a pre-petition retainer from the Debtors, which will be held by Archer in trust, pending approval of Archer's fees and

expenses by the Court. Archer will submit its request(s) for payment of fees and expenses in the Cases by way of fee application(s) in accordance with the *Debtors' Motion For Administrative Fee Order (I) Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court, and (II) Granting Related Relief* filed substantially contemporaneously herewith and the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

16. Archer has represented to the Debtors that the firm's connection with the Debtors, creditors, other parties in interest in these Chapter 11 Cases, their respective attorneys and any other disclosed professionals, the United States Trustee, or any person employed in the office of the United States trustee, the Court, Judges, or any person employed in or by the Court, is as follows:

(a) Archer represented the Debtors, pre-petition, which representation and associated compensation received by Archer for its services, has been disclosed by Archer in this proceeding as required under Bankruptcy Rule 2016. Archer has represented to the Debtors that it is not aware of any connection between the firm and any parties, persons, or entities in these Cases which would render Archer not a disinterested person. Archer has represented to the Debtors that it does not hold an interest adverse to the interest of the estate with respect to its employment by the Debtors or otherwise in these Cases.

(b) Archer has worked in various insolvency cases over the years with professionals potentially involved in these Chapter 11 Cases.

17. To the best of the Debtors' knowledge, based on representations from Archer, Archer does not hold an adverse interest to the estates; does not represent an adverse interest to the estates; and is a disinterested person as such term is defined in the Bankruptcy Code.

18. The Debtors respectfully request authorization to employ Archer to render services in accordance with this Application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

BANKRUPTCY RULE 6003 HAS BEEN SATISFIED

19. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" before twenty-one (21) days after filing of the petition. Fed. R. Bankr. P. 6003(b). As described above, the circumstances presented by these Chapter 11 Cases necessitate that Archer immediately commence work on time-sensitive matters and promptly devote resources to the Debtors' cases. Accordingly, the Debtors have satisfied the requirements of Bankruptcy Rule 6003.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

20. To implement the foregoing successfully, the Debtors request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent such stay applies.

WAIVER OF MEMORANDUM OF LAW

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

NO PRIOR REQUEST

22. No prior request for the relief sought in this application has been made to this Court or any other court.

NOTICE

23. Notice of this Application will be provided to: (i) the Office of the United States Trustee; (ii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for any committee appointed by this Court; (vi) the Debtors' consolidated list of 30 largest unsecured creditors; (vii) counsel for the Stalking Horse Purchaser and (viii) all governmental agencies having a regulatory or statutory interest in these cases (collectively, the "Notice Parties"). Based on the urgency of the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as the Court deems just and proper.

Dated: July 22, 2026

/s/ Michael DuFrayne
Michael DuFrayne
Chief Restructuring Officer of the Debtors

EXHIBIT A
(Proposed Order)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b) ARCHER & GREINER, P.C. Stephen M. Packman, Esq. Douglas G. Leney, Esq. Natasha M. Songonuga, Esq. Alexander J. Andrews, Esq. (*Pro Hac Vice* Admission Pending) 1025 Laurel Oak Road Voorhees, NJ 08043 Telephone: (856) 795-2121 Facsimile: (856) 795-0574 Email: spackman@archerlaw.com dleney@archerlaw.com nsongonuga@archerlaw.com aandrews@archerlaw.com *Proposed Attorneys for Debtors*	
In Re: POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1] Debtors.	Case No. 26-18325 Chapter 11 (Joint Administration Requested) Hearing Date: Judge:

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ARCHER & GREINER, P.C. AS BANKRUPTCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

The relief set forth on the following pages, numbered two (2) through five (5), is hereby

ORDERED.

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

Upon the application (the "Application")[2] of Poolin Technology Pte. Ltd. and its subsidiaries, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "Debtors"), for an order authorizing the retention and employment of Archer & Greiner, P.C. ("Archer") as bankruptcy counsel in their Chapter 11 Cases, pursuant to the terms of the Engagement Agreement, effective as of the Petition Date, as more fully set forth in the Application; and the Court having jurisdiction to decide the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and the Court having held a hearing to consider the relief requested in the Application (the "Hearing"); and upon the Packman Certification filed contemporaneously with the Application and upon the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Application and granted herein is necessary and is in the best interests of the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

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

2. The Debtors are authorized to retain Archer as bankruptcy counsel, effective as of the Petition Date, pursuant to the terms of the Engagement Agreement, in the form attached to the Application as **Exhibit C**.

3. Archer is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Agreement. Specifically, but without limitation, Archer will render the following legal services:

(a) assist the Debtors with preparing their Schedules and Statements of Financial Affairs;

(b) assist with budgeting and the Debtors' financial and other reporting requirements;

(c) assist the Debtors with obtaining approvals of interim and final relief;

(d) assist the Debtors in negotiations with creditors and other parties in interest and appearing for, prosecuting, and representing the Debtors in connection with motions and other proceedings;

(e) consult with and advise the Debtors with regard to the sale of the Debtors' property;

(f) formulate a plan of reorganization and/or liquidation; and

(g) provide the Debtors with such other and related bankruptcy legal services as may be required.

4. Archer shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

Archer also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* Effective as of November 1, 2013 (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Archer in these Chapter 11 Cases.

5. Archer is authorized without further order of the Court to apply amounts from the prepetition advance payment retainer to compensate and reimburse Archer for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of Archer's engagement by the Debtors, if the amount of any advance payment retainer held by Archer is in excess of the amount of Archer's outstanding and estimated fees, expenses, and costs, Archer will pay to the Debtors the amount by which any advance payment retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Agreement.

6. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Packman Certification attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Agreement and fees for defending any objection to Archer's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Archer shall provide ten (10) business-days' notice to the Debtors, the U.S. Trustee,

and any official committee before any increases in the rates set forth in the Application or the Engagement Agreement are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. The Debtors and Archer are authorized to take all steps necessary or appropriate to carry out this Order.

9. The requirements of Bankruptcy Rule 6003(b) have been satisfied or are otherwise deemed waived.

10. The requirements of Bankruptcy Rule 6004(a) are waived.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. Any party may move for modification of this Order in accordance with D.N.J. LBR 9013-5(e).

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

14. 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 Application or otherwise waived.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

EXHIBIT B
(Packman Certification)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(*Pro Hac Vice* Admission Pending)
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aandrews@archerlaw.com

Proposed Attorneys for Debtors

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

CERTIFICATION OF STEPHEN M. PACKMAN IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ARCHER & GREINER, P.C. AS BANKRUPTCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

Stephen M. Packman, Esquire, being of full age, certifies as follows:

1. In accordance with the subject Application, I request authorization of the Court for Archer & Greiner, P.C. ("Archer") to be retained as attorneys for the debtors ("Debtors") in the

[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.

above-captioned chapter 11 bankruptcy cases (the "Cases"). I am a member of the firm of Archer and have practiced insolvency law with the firm since June of 1992 and with the firm of Klehr, Harrison prior to that, from August of 1989 through May of 1992.

2. I am a graduate of the University of Michigan and hold my law degree from Temple University (now Temple University Beasley School of Law). I have been a bankruptcy attorney and commercial litigator for 37 years. The attorneys I work with, including those below, in the Bankruptcy, Restructuring and Insolvency Litigation Group at Archer, are experienced insolvency and corporate attorneys. We have represented debtors, as well as many other constituents in bankruptcy proceedings, including Chapter 11 and 15 debtors in cases in New Jersey, Pennsylvania, New York, Delaware, Texas, and elsewhere.

3. Archer has been retained by the Debtors, subject to Court approval, to represent them on an hourly fee billing basis, together with reimbursement of approved expenses, at the following hourly billing rates, which rates are in accordance with the normal and customary rates that Archer charges for similar services:

Stephen M. Packman, Esq.	$825.00 / hr.
Natasha M. Songonuga, Esq.	$680.00 / hr.
Douglas G. Leney, Esq.	$575.00 / hr.
Alexander J. Andrews, Esq.	$525.00 / hr.
Amy M. Huber, Paralegal	$240.00 / hr.

24. Within the one year prior to the Petition Date, as compensation for services rendered in contemplation of, or in connection with, the Debtors' Chapter 11 Cases, and other restructuring related advice, Archer received $778,287.07 for legal services rendered.

4. To the best of my knowledge, after reasonable and diligent investigation, Archer's connection with the Debtors, creditors, any other parties in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in of by the office of the United States Trustee, the Court, or any Judge or person employed in or by the Court, is as follows:

a. Archer represented the Debtors, pre-petition, which representation and associated compensation received by Archer for its insolvency services, has been disclosed by Archer in this proceeding as required under Bankruptcy Rule 2016. Archer has represented to the Debtors that it is not aware of any connection between the firm and any parties, persons, or entities in these Cases which would render Archer not a disinterested person. Archer has represented to the Debtors that it does not hold an interest adverse to the interest of the estate with respect to its employment by the Debtors or otherwise in these Cases.

b. Archer has worked in various insolvency cases over the years with professionals potentially involved in these Chapter 11 Cases.

Archer's conflict search is attached hereto as **Exhibit 1**.[1]

5. To the best of my knowledge, after reviewing the conflict search attached, and based on my knowledge and the knowledge of my colleagues of this matter and the parties in interest in the Cases, Archer, its members, shareholders, partners, associates, officers, and/or employees do not hold an adverse interest to the estates; do not represent an adverse interest to the estates; and are disinterested under 11 U.S.C. § 101(14).

[1] Archer will update its conflict search periodically during the Cases and report any conflict promptly to the Court and parties which may arise.

6. Archer has no agreement with anyone to share compensation.

7. Archer has been fully paid on its bills by the Debtors as of the Petition Date. The Debtor, LDI paid to Archer the sum of $550,000.00, which sum Archer will hold in retainer subject to Court approval of Archer's fees and expenses, including payment of same from the retainer as necessary.

8. I certify under penalty of perjury that the above information is true and correct to the best of my knowledge, information, and belief.

Dated: July 22, 2026

/s/ Stephen M. Packman
Stephen M. Packman

EXHIBIT 1
(Conflicts Search)

CONFLICTS SEARCH

DEBTORS
Poolin Technology PTE Ltd.
Lonestar Dream Inc.
Lonestar Taproot LLC

SHAREHOLDER
Kevin Pan

DIRECTORS & OFFICERS
Kevin Pan, CEO/President
Kathy Zhang COO
Pei Chiu CFO
Michael DuFrayne CRO

GOVERNMENTAL AUTHORITIES
Central Provident Fund Board
Inland Revenue Authority of Singapore
United States Attorney
United States Attorney General
Delaware Division of Corporations
Internal Revenue Service
Texas Comptroller of Public Accounts
Texas Workforce Commission
Ward County Tax Assessor-Collector

30 LARGEST UNSECURED CREDITORS
Chang Qi Chen
Chen Hua Yuan
Chen Jing Jun
Chen Xiong Xiu
Du Yong
Fu Wen Wen
Ge Bing Xiao
Hua Ruo Ping
Huang Jian
Lan Ze Peng Cheng
Li Cheng Sen
Liang Dong Lai
Liang Lin
Liu Bo
Liu Han

Liu Li
Liu Xian Xing
Ma Zhong Chao
Pan Zhi Biao
Sheng Lei
Su Qi
Su Xiao
Sun Shao Hua
Wang Yu Cheng
Wu Hong Yan
Yang Jian Guo
Yuan Song
Zhang Hong Xing
Zhong Yan
Zhu Rui

STALKING HORSE PURCHASER
Thor CALAP LLC

PROFESSIONALS
Archer & Greiner, P.C.
Crowe LLP
DuFrayne, LLC
McGovern Weems LLC
Morrow Ni LLP
Oon & Bazul LLP
Scott, Douglass & McConnico, LLP
Verita Global LLC

INTERESTED PARTIES
Actinide-89-103-Systems LLC
Antalpha Technologies Ltd.
BigX Global PTE Ltd.
Bitmain Delaware Holding Co.
Bitmain Technologies Georgia Ltd
Bitmain Technologies Ltd.
DBR Land LLC
Delaware Basin Ranches Inc.
Elektron Energy
FlowX LLC
Foundry Digital LLC
Frontier Mining, LLC
Greystone Mopac Estates Ltd.
Manning Land, LLC
Manning Minerals, LLC
Priority Power Management LLC

Progressive Insurance
Regus Corporation
Seaborgium-106 Systems LLC
Texas Mutual Insurance
Texas New Mexico Power Company
Electric Reliability Council of Texas
UnitedHealthcare
Unum

BANKRUPTCY JUDGES

Honorable Christine M. Gravelle, Chief Judge
Honorable Michael B. Kaplan
Honorable Andrew B. Altenburg, Jr.
Honorable Vincent F. Papalia
Honorable John K. Sherwood
Honorable Jerrold N. Poslusny, Jr.
Honorable Stacey L. Meisel
Honorable Mark E. Hall
Honorable Eamonn J. O'Hagan

OFFICE OF THE UNITED STATES TRUSTEE

Andrew R. Vara, United States Trustee
Lauren Bielskie, Assistant United States Trustee
Adela Alfaro, Paralegal Specialist
Kirsten K. Ardelean, Bankruptcy Analyst
Francyne D. Arendas, Auditor (Bankruptcy)
Michael Artis, Trial Attorney
David Gerardi, Trial Attorney
Tia Green, Legal Assistant
Daniel C. Kropiewnicki, Auditor (Bankruptcy)
Samantha Lieb, Trial Attorney
Tina Oppelt, Paralegal Specialist
Angeliza Ortiz-Ng, Paralegal Specialist
Jeffrey Sponder, Trial Attorney
Fran B. Steele, Trial Attorney
James Stives, Auditor (Bankruptcy)
Rachel Wolf, Trial Attorney
William Ziemer, Auditor (Bankruptcy)

EXHIBIT C
(Engagement Agreement)

ARCHER & GREINER PC
ATTORNEYS AT LAW

Stephen M. Packman *Fellow of INSOL Member of New Jersey, Pennsylvania New York and Texas Bars*
spackman@archerlaw.com
215-246-3147 Direct 215-963-9999 Direct Fax

Archer & Greiner, P.C. Three Logan Square 1717 Arch Street, Suite 3500
Philadelphia, PA 19103-2739
215-963-3300 Main 215-963-9999 Fax
www.archerlaw.com

July 20, 2026

VIA EMAIL: kevin.pan@lonestardream.us
Poolin Technologies PTE Ltd.
Lonestar Dream, Inc.
Lonestar Taproot LLC
Kevin Pan, CEO
3415 Greystone Dr., Ste. 205
Austin, TX 78731

Re: Retention of Archer & Greiner, P.C.
Chapter 11 Bankruptcy

Dear Kevin:

This letter sets forth the terms under which Archer & Greiner, P.C. ("Archer") will undertake representation of Poolin PTE Ltd., Lonestar Dream, Inc. and Lonestar Taproot LLC (the "Client") in connection with certain insolvency/restructuring matters, including the Chapter 11 bankruptcy cases ("Bankruptcy") the companies have instructed Archer to file for the Client. As you know, Archer will be filing a retention application in the Bankruptcy requesting the Court to approve Archer as bankruptcy counsel for the Client. The Bankruptcy Court must also approve Archer's legal fees and costs billed to the Client pursuant to certain procedures and applications filed by Archer in the Bankruptcy case. The terms of this letter agreement will be filed as part of Archer's application to be retained as counsel for the Client in the Bankruptcy.

Attorney Time Charges. We will bill the Client for the services of our attorneys and certain non-attorney legal personnel based on the usual hourly rates charged for the time of those individuals. Applicable hourly rates range from $355.00 for paralegals to $890.00 for attorneys. These rates are adjusted from time-to-time, usually at the beginning of our fiscal year on October 1st. I will be primarily responsible for this matter. My current rate is $825.00 per hour. I will also enlist the services of other attorneys and para-professionals to the extent necessary to properly assist representing the Client.

Disbursements. In addition to charges for the time of our attorneys and other legal personnel, we will bill the Client for all out-of-pocket expenses incurred during our representation, including photocopying, outgoing fax charges, overnight delivery service, courier

service, computerized legal research, extraordinary postage as would be incurred in the case of a mass or volume mailing, and extraordinary telephone charges. Archer does not charge for word processing, secretarial overtime, computer time or items usually included within overhead.

Billing Statements. We will forward our detailed billing reports for Attorney Time Charges and Disbursements on a monthly basis. Our statements will detail charges by date and will describe the tasks performed and the amount of time devoted to each task. Interest will accrue on any past due bills at the rate of one percent (1%) per month. The Client should never hesitate to contact me if there are any questions about any of our charges.

Security Retainer. We reserve the right during the representation of Client to request a retainer or retainers. We will hold the retainer as security and may apply it against any unpaid bills. We reserve the right to request an additional retainer (including in a larger amount) in the event we deem same necessary. This will confirm that the Client has deposited with Archer the sum of $550,000, as a security retainer for representation of the Client in the Bankruptcy.

Responsibility of Client. We cannot represent clients effectively without their full and timely cooperation. The Client agrees to cooperate and provide all information relevant to the issues and tasks for which the Client has engaged Archer.

No Guarantee of Outcome. We cannot predict or guarantee the total bill for legal services or the outcome or course of this matter, although we do pride ourselves on performing efficiently and cost-effectively, and will provide conscientious, competent and diligent services.

Withdrawal. If the Client fails to cooperate with Archer in any respect, including failing to post adequate retainers or pay our bills as they become due, we reserve the right to cease performing legal services and to withdraw from this representation in accordance with applicable court rules and the Rules of Professional Conduct.

Future Matters. The terms of this engagement letter will govern any future matters in which the Client may ask us to represent it, in the event we do not require or we do not execute another engagement letter at the outset or during the pendency of any such future matter

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Should you have any questions regarding this letter, our procedures or policies, or our representation, please do not hesitate to call. Please have the Client confirm its agreement to the terms of this letter-agreement by signing below and returning same to me together with the retainer requested.

Conflict of Interest. In the event any interest of the Client is or becomes adverse to another Client, we reserve the right to withdraw from representation of the Client upon prior written notice to the Client.

Sincerely,

/s/ Stephen M. Packman
Stephen M. Packman

Poolin Technologies PTE Ltd.
July 20, 2026

I AGREE THIS 20 DAY OF July , 2026 TO THE TERMS OF THIS LETTER AND RESPONSIBILITY TO ARCHER & GREINER, P.C. HEREUNDER

POOLIN TECHNOLOGIES PTE LTD.



Kevin Pan, Director

LONESTAR DREAM, INC. and LONESTAR TAPROOT LLC



Kevin Pan, CEO

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