Docket #0015 Date Filed: 7/22/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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In re:

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

Debtors.

Chapter 11

Case No. 26-18325

(Joint Administration Requested)

**Hearing Date: TBD – Shortened Notice Requested**

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DUFRAYNE LLC AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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")

[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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hereby submit this application (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. §§ 105(a) and 363, authorizing the retention and employment of DuFrayne LLC (the "DuFrayne") as chief restructuring officer effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Michael DuFrayne (the "DuFrayne Declaration"), attached hereto as **Exhibit B** and fully incorporated by reference herein, and respectfully state as follows:

## JURISDICTION, VENUE & STATUTORY PREDICATE

1. The Court (defined below) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the District of New Jersey* as of September 18, 2012. The Debtors hereby consent, pursuant to Bankruptcy Rule 7008, to the entry of a Final Order by the Court in connection with this Motion, to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory predicate for the relief requested herein is 11 U.S.C. §§ 105(a) and 363.

## RELEVANT FACTUAL & PROCEDURAL BACKGROUND

4. On July 22, 2026 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Court"), thereby commencing

the above-captioned cases (these "Cases" or these "Chapter 11 Cases"). The Debtors continue to manage their assets as debtors in possession. As of the filing of this Motion, no official committee of unsecured creditors or statutory committee has been appointed in the Debtors' Cases, and no request has been made for the appointment of a trustee or examiner.

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

## RELIEF REQUESTED

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of DuFrayne as Chief Restructuring Officer ("CRO") 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 DuFrayne dated November 14, 2025 (the "Engagement Agreement"),[2] a copy of which is annexed hereto as **Exhibit C**.

## QUALIFICATION OF PROFESSIONALS

7. Based on the complexities associated with administering these Chapter 11 Cases, the Debtors have determined that they require the continued assistance of a CRO, with specialized experienced in bankruptcy and financial advisory services. Accordingly, the Debtors seek authority to employ DuFrayne and have determined that the retention of DuFrayne is necessary, appropriate, and in the best interests of the Debtors' estates due to DuFrayne's expertise,

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Engagement Agreement.

qualifications in performing the services required in these Chapter 11 Cases and for the reasons enumerated herein.

8. DuFrayne is an interim management and financial consulting firm serving middle-market companies and their partners and investors through special situations and other business challenges.

9. Michael DuFrayne, the proposed CRO, is the founder and Chief Executive Officer of DuFrayne and has over 35 years' experience in financial and operational management and business advisory, leading companies through strategic reorganizations, operational and financial restructurings, and liquidation and sales of assets.

10. Mr. DuFrayne's assignments have included out-of-court restructuring and liquidation, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, post confirmation litigation and liquidation trustees' appointments, and as an advisor to trustees and receivers. Mr. DuFrayne has served in a variety of senior-level positions, including CEO, President, CRO, COO, CFO, and CLO and trustee to post-confirmation debtors.

11. Since November 2025, DuFrayne has worked closely with the Debtors in its capacity as CRO, providing assistance with the preparation and maintenance of the Debtors' books and records, accounting matters and negotiations with key constituencies, including suppliers, customers, landlords, insurers, and other creditors. Since February 2026, DuFrayne has also provided investment banking services to the Debtors, including evaluating strategic and financing alternatives, assisting with liquidity and capital structure analyses, preparing marketing and diligence materials, identifying and engaging potential buyers, investors, lenders, and other transaction counterparties, and supporting negotiations with key stakeholders. As a result of this prepetition work, DuFrayne developed substantial familiarity with the Debtors' business,

operations, and financial affairs and is uniquely suited and best positioned to serve as CRO in these Chapter 11 Cases. The Debtors believe that this experience and familiarity will enable DuFrayne to provide immediate and material benefits to the estates upon approval of this Application.

12. Accordingly, the Debtors submit that DuFrayne and its professionals are well-qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these Chapter 11 Cases and that the retention of DuFrayne on the terms and conditions set forth herein are necessary and appropriate, in the best interest of the Debtors' estates, creditors, and all other parties in interest, and should be granted.

## SCOPE OF PROPOSED ENGAGEMENT

13. In accordance with the terms of the Engagement Agreement and as more fully described in the DuFrayne Declaration, the Debtors have retained DuFrayne (subject to Court approval) to provide the professional services summarized below and more specifically described in the Engagement Agreement:

(a) Oversee and direct the Debtors' Chapter 11 Cases in conjunction with management and counsel, including all reporting requirements;
(b) Approve cash disbursements according to the Debtors' budget;
(c) Provide testimony in the bankruptcy case as required by counsel;
(d) Assist the Debtors in their efforts to sell their assets under 11 U.S.C. § 363;
(e) Assist with the development of Debtors' cash flow reports and budgeting;
(f) Assist the Debtors' in negotiating with creditors and other constituencies;
(g) Assist the Debtors in preparation and implementation of a Chapter 11 Plan of Liquidation;
(h) Interface between the Debtors and any Creditors Committee appointed in the Debtors' Chapter 11 Cases;
(i) Attend meetings, presentations, negotiations, and court hearings as may be requested by the Debtors, and
(j) Provide other services as requested by the Debtors.

14. Substantially contemporaneously with the filing of this Application, the Debtors also seek to employ DuFrayne in a separate capacity as investment banker.

**NO DUPLICATION OF SERVICES**

15. The services to be provided by DuFrayne will complement, and not duplicate, the services to be rendered by the professionals retained in these Chapter 11 Cases. Further, DuFrayne will use best efforts and coordinate with the Debtors' retained professionals to avoid unnecessary duplication of efforts. Given DuFrayne's substantial experience and the complex nature of the Debtors' business and financial affairs, the Debtors believe that DuFrayne is well-qualified to advise them in these Chapter 11 Cases.

**INDEMNIFICATION AND LIMITATION OF LIABILITY**

16. The Engagement Agreement contains standard indemnification and limitation of liability language with respect to DuFrayne's services, including, without limitation, an agreement by the Debtors to indemnify, hold harmless, and defend DuFrayne and its agents from and against all claims, liabilities, losses, damages, debts, judgments, and/or expenses or actions arising out of or in connection with the proposed engagement excluding those arising from circumstances as set forth therein (*i.e.*, fraud, reckless actions, etc.). The Debtors and DuFrayne believe that the indemnification provisions contained in the Engagement Agreement are customary and reasonable for DuFrayne and comparable firms providing services of this type and should be approved.

17. Notwithstanding any provisions of the Engagement Agreement to the contrary, in accordance with the U.S. Trustee's protocol applicable to the retention of personnel to assist the Debtors under section 363 of the Bankruptcy Code (sometimes referred to as the "Jay Alix Protocol"), DuFrayne has agreed otherwise, as set forth below:

(a) Notwithstanding any provision to the contrary in the Engagement Agreement, the Debtors are permitted to indemnify those persons acting as

executive officers only on the same terms as provided to the Debtors' other officers and directors under the Debtors' governing corporate documents and applicable state law, in addition to insurance coverage under the Debtors' director and officer insurance policies.

(b) Finally, notwithstanding any provisions of the Engagement Agreement to the contrary, DuFrayne has agreed not to raise or assert any defense based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the District Court for the District of New Jersey to hear or determine any controversy or claims with respect to, in connection with, arising out of or in any way related to DuFrayne's engagement in connection with these Chapter 11 Cases.

**DISINTERESTEDNESS OF PROFESSIONALS**

18. The Debtors do not believe that DuFrayne is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code. However, DuFrayne has nonetheless provided information with respect to its connections with the Debtors, their creditors, and other related parties, as more specifically described herein and in the DuFrayne Declaration. The Debtors understand that, except as set forth in the preceding paragraph and in the DuFrayne Declaration, to the best of DuFrayne's knowledge, information, and belief, DuFrayne has no connection with the Debtors, their creditors, other parties in interest or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the United States Trustee for the District of New Jersey, and does not hold any interest adverse to the Debtors' estates.

19. As set forth in further detail in the DuFrayne Declaration, the Debtors do not owe DuFrayne any amount for services performed or expenses incurred prior to the commencement of these Chapter 11 Cases, and, thus, DuFrayne is not a prepetition creditor of the Debtors. The DuFrayne Declaration discloses, among other things, any relationship that DuFrayne and Mr. DuFrayne have with the Debtors, their significant creditors, or other significant parties in interest known to DuFrayne.

**PROFESSIONAL COMPENSATION**

20. Pursuant to the terms of the Engagement Agreement, DuFrayne has agreed to accept a flat fee of $35,000 monthly (the "Flat Fee") for services rendered in DuFrayne's capacity as CRO. In addition to compensation for professional services rendered, the Debtors have agreed to reimburse DuFrayne for its reasonable and documented out-of-pocket expenses incurred including, but not limited to, reasonable travel expenses.

21. The Debtors respectfully submit that DuFrayne's rates are competitive and comparable to the rates its competitors charge for similar services given the quality of DuFrayne's services and its professionals' bankruptcy expertise. This is especially true in comparison to the compensation customarily paid to other investment bankers.

22. As set forth in the DuFrayne Declaration, the Debtors provided DuFrayne a $15,000 prepetition retainer. As of the Petition Date, the Debtors do not owe DuFrayne any fees for services performed or expenses incurred.

23. Given the proposed engagement of DuFrayne in separate capacities as investment banker and CRO and fee payment structure, the Debtors seek approval of the following procedures for payment of DuFrayne's compensation during the pendency of these Cases:

(a) No monthly fee applications shall be required for payment of the $35,000 Flat Fee and reimbursement of expenses for DuFrayne's services rendered in its capacity as CRO, which will be paid as described in the Engagement Agreement and this Application; instead, DuFrayne shall invoice the Debtors monthly, and the Debtors are authorized to pay the Monthly Fee in the ordinary course pursuant to the Engagement Agreement.

(b) By the twentieth (20th) day of each calendar month, DuFrayne shall serve a monthly fee statement for the prior month on the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases that includes the time summaries and time records, services, staff rendering such services, and expenses in connection with DuFrayne's retention as CRO.

(c) Except with respect to the monthly Flat Fee paid as provided herein, all other compensation payable to DuFrayne in its capacity as investment banker, including any and all Financing Fee, Sale Fee, and reimbursement of expenses (as defined in the *Debtors' Application to Retain DuFrayne LLC as Investment Banker Effective as of the Petition Date* ("Investment Banker Retention Application"), filed substantially contemporaneously herewith), shall be sought by one or more interim fee applications (if applicable) and by a final fee application, pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; no such amounts shall be paid absent entry of an order after notice and a hearing; *provided however*, that all such fees and expenses paid or payable to DuFrayne during these Cases, in its capacity as investment banker, shall remain subject to disgorgement unless and until approved by the Court on a final basis after the Court's consideration of DuFrayne's final fee application. Compensation payable to DuFrayne shall be subject to only to the standard of review under section 328 of the Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code.

(d) Notwithstanding anything in this Application to the contrary, the U.S. Trustee shall retain the right to object to the allowance of any compensation and reimbursement of expenses for services rendered in DuFrayne's capacity as investment banker, including any and all Financing Fee and Sales Fee, based on reasonableness pursuant to sections 330 of the Bankruptcy Code, and the Court retains jurisdiction to consider any such objection. Nothing in this Application or any order shall constitute findings of fact or conclusions of law binding on the U.S. Trustee with respect to the reasonableness of DuFrayne's fees or expenses.

## BASIS FOR RELIEF

24. The Debtors submit that the retention of DuFrayne as CRO is proper under section 363 of the Bankruptcy Code.

25. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

26. Courts interpreting section 363(b) of the Bankruptcy Code have held that transactions should be approved pursuant to such provision where, as here, they are supported by management's sound business judgment. *See, e.g., Meyers v. Martin (In re Martin),* 91 F.2d 389,

395 (3d Cir. 1996) (*citing Fulton State Bank v. Schipper (In re Schipper),* 933 F.2d 513, 515 (7th Cir. 1991)); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),* 722 F.2d 1063 (2d Cir. 1983); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit had adopted the "sound business purpose" test for section 363(b)).

27. The retention of corporate officers is proper under section 363 of the Bankruptcy Code. Courts recognize the applicability of section 363(b) of the Bankruptcy Code to the use of estate property to compensate individuals employed outside the ordinary course of business. S*ee In re First Int'l Services Corp.*, 25 B.R. 66, 69 (Bankr. D. Conn. 1982). Indeed, courts have relied upon section 363(b) as the basis upon which to employ and compensate professionals to serve as officers or other management-level personnel employed by the debtors. *See, e.g., In re Spansion Inc.*, Case No. 0-10690 (KJC) (Bankr. D. Del. Apr. 13, 2009); *In re Verasun Energy Corp.*, Case No. 08-12687 (PJW) (Bankr. D. Del. Dec. 17, 2008); *In re WorldSpace, Inc.*, Case No. 08-12412 (KJC) (Bankr. D. Del. Nov. 10. 2008); *In re Hines Horticulture, Inc.*, Case No. 08-11922 (KJC) (Bankr. D. Del. October 2, 2008).

28. The Debtors have determined, in the exercise of their business judgment, that the fee structure set forth in the Engagement Agreement appropriately reflects the nature of the services to be provided by DuFrayne, contains reasonable terms and conditions of employment, and should be approved under section 363 of the Bankruptcy Code.

29. Courts in this and other districts routinely grant the relief requested under section 363(b). *See, e.g., Nat'l Realty Investment Advisors, LLC,* No. 22-14539 (JKS) (Bankr. D.N.J. Aug. 10, 2022) [Docket No. 288]; *BlockFi Inc.,* No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 9, 2023) [Docket No. 494] (MBK); *Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 24, 2020) [Docket No. 440]; *RTW Retailwinds, Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. July

15, 2020) [Docket No. 58]; *see also In re Ark. Co.*, 798 F.2d 645, 648 (3d Cir. 1986) ("[T]he bankruptcy courts have the power to authorize retroactive employment of counsel and other professionals under their broad equity power." (collecting cases)).

**BANKRUPTCY RULE 6003 HAS BEEN SATISFIED**

30. 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 DuFrayne 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**

31. 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**

32. 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**

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

## NOTICE

34. Notice of this Application will be provided to: (i) the Office of the United States Trustee; (ii) the Debtors' secured creditors; (iii) 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) Debtors' consolidated list of 30 largest unsecured creditors; and (vii) 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/ Zhibiao Pan*
Zhibiao Pan
Chief Executive 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)**

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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)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DUFRAYNE LLC AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through six (6), 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 DuFrayne LLC ("DuFrayne") as chief restructuring officer ("CRO") 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 DuFrayne Declaration 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, 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 pursuant to sections 105(a) and 363(b) of the Bankruptcy Code to retain DuFrayne as CRO, 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. The terms of the Engagement Agreement in the form attached to the Application as **Exhibit C** are approved in all respects except as limited or modified herein.

4. The Debtors are hereby authorized to designate Michael DuFrayne to serve as CRO and certain additional personnel to assist the CRO on the terms and conditions set forth in the Application and the Engagement Agreement.

5. No monthly fee applications shall be required for payment of the monthly $35,000 Flat Fee and reimbursement of expenses for DuFrayne's services rendered in its capacity as CRO, which the Debtors are authorized to pay as described in the Engagement Agreement and the Application in the ordinary course of business. By the twentieth (20th) day of each calendar month, DuFrayne shall serve a monthly fee statement on the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases that includes the time summaries and time records, services, staff rendering such services, and expenses in connection with DuFrayne's retention as CRO.

6. The U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases shall retain the right to object to the allowance of any compensation and reimbursement of expenses on reasonableness grounds, and the Court retains jurisdiction to consider any such objection. Nothing in the Application or this order shall constitute findings of fact or conclusions of law binding on the U.S. Trustee with respect to the reasonableness of DuFrayne's fees or expenses.

7. The Debtors shall indemnify DuFrayne under the terms of the Engagement Agreement, as modified pursuant to this Order.

8. DuFrayne shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

9. Notwithstanding anything to the contrary in the Engagement Agreement, the indemnification, contribution and reimbursement provisions in the Engagement Agreement are approved, subject to the following modifications, applicable during the pendency of these Chapter 11 Cases:

a. DuFrayne shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.

b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify DuFrayne or provide contribution or reimbursement to DuFrayne, for any claim or expense that is either: (i) judicially determined (that determination having become final) to have arisen from DuFrayne's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of DuFrayne's obligations under the Engagement Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which DuFrayne should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11

Cases, DuFrayne believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, DuFrayne must file an application therefor in this Court, and the Debtors may not pay any such amounts to DuFrayne before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by DuFrayne for indemnification, contribution, and/or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to DuFrayne. All parties in interest shall retain the right to object to any demand by DuFrayne for indemnification, contribution, or reimbursement.

10. Further, notwithstanding any provision to the contrary in the Engagement Agreement, DuFrayne shall be deemed to have waived, and shall not raise or assert any defense, based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the United States District Court for the District of New Jersey to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to DuFrayne's engagement in these Chapter 11 Cases.

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

12. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Agreement, and this Order, the terms of this Order shall govern.

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

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

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

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

17. 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.

18. 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.

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

**EXHIBIT B**
**(DuFrayne Declaration)**

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*

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

**DECLARATION OF MICHAEL DUFRAYNE IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DUFRAYNE LLC AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE**

Michael DuFrayne, being of full age and duly sworn, hereby declares as follows:

1. I am the founder, Chief Executive Officer, and sole member of DuFrayne LLC ("DuFrayne") and submit this declaration on behalf in support of the *Application for Entry of an*

[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.

*Order Authorizing the Employment and Retention of DuFrayne LLC as Chief Restructuring Officer Effective as of the Petition Date* (the "Application").[1]

2. Except as otherwise stated herein, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto. To the extent any information disclosed herein requires amendment or modification upon DuFrayne's completion of further review or as additional party in interest information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

3. DuFrayne is an interim management and financial consulting firm serving middle-market companies and their partners and investors through special situations and other business challenges

4. I have over 35 years' experience in financial and operational management and business advisory leading companies through strategic reorganizations, operational and financial restructurings, and liquidation and sales of assets. My assignments have included out-of-court restructuring and liquidation, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, post confirmation litigation and liquidation trustees' appointments, and as an advisor to trustees and receivers, and have served in a variety of senior-level positions, including CEO, President, CRO, COO, CFO, and CLO, and trustee to post-confirmation debtors.

5. Through its prepetition representation of the Debtors, DuFrayne has gained substantial knowledge regarding the Debtors' business and the various legal issues likely to arise in these cases. Accordingly, DuFrayne is well-suited to provide the CRO services to the Debtors that are contemplated by the Engagement Agreement and described herein.

[1] Capitalized terms used but not defined herein have the meanings given to such terms in the Application.

6. To the best of my knowledge, after reasonable and diligent investigation, DuFrayne's connection with the Debtors, creditors, any other parties in interest, 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. DuFrayne is the Debtors' CRO and Investment Banker per the Pre-Petition engagement agreements attached hereto and to DuFrayne's retention application as CRO.

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

7. Pursuant to the terms of the Engagement Agreement, DuFrayne has agreed to provide the following professional services:

(a) Oversee and direct the Debtors' Chapter 11 Cases in conjunction with management and counsel, including all reporting requirements;
(b) Approve cash disbursements according to the Client's budget;
(c) Provide testimony in the bankruptcy case as required by counsel;
(d) Evaluate the Debtors' strategic and financial alternatives;
(e) Advise the Debtors on developing, evaluating, structuring, and negotiating the terms and conditions of a turnaround, restructuring, plan of reorganization or sale transaction;
(f) Assist with the development of weekly Debtor-in-Possession ("DIP") cash flow forecast and related liquidity forecasting tools to evaluate the Debtors' cash flow under a variety of scenarios;
(g) Assist with developing weekly DIP cash flow reports to present the Debtors' actual versus forecast results;
(h) Advise on any liquidity improvement opportunities, including vendor or customer management matters;

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

(i) Assist with developing strategies and tactics for negotiating with vendors and other constituencies which can impact weekly cash flow and affect the Debtors' liquidity needs;

(j) Assisting in preparing interim financial forecasts used to support the Debtors' restructuring process, including assisting in preparing financial projections to support the Debtors' chapter 11 plan(s);

(k) Support the Debtors' DIP financing efforts, if any, including assembling presentations and forecasts for prospective lenders, to support operations during the DIP administrative period, if necessary;

(l) Support the Debtors' "Exit" financing efforts, as applicable, including assembling presentations and projections for prospective lenders or investors, to support the Debtors' post-plan-confirmation financing needs, if necessary;

(m) Assess business plan profitability feasibility, including recommendations to improve operations and cash flows;

(n) Attend meetings, presentations, negotiations, and court hearings as may be requested by the Debtors, and

(o) Provide other services as requested by the Debtors.

8. Subject to Court approval, the Debtors have agreed to compensate DuFrayne a flat consulting fee of $35,000 monthly for services rendered in DuFrayne's capacity as CRO. In addition to compensation for professional services rendered, the Debtors have agreed to reimburse DuFrayne for its reasonable and documented out-of-pocket expenses incurred including, but not limited to, reasonable travel expenses, costs of reproduction, research, communications, and telephone charges.

9. To the best of my knowledge, (i) no commitments have been made or received by DuFrayne respect to compensation or payment in connection with this case other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii)

DuFrayne has no agreement with any other entity to share with such entity any compensation received by DuFrayne in connection with these Chapter 11 Cases.

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

**EXHIBIT 1**
**(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

# DuFrayne LLC

Management and Financial Consultants – Special Situations

Michael DuFrayne
357 S. Balderston Drive
Exton, PA 19341
mdufrayne@DuFrayneLLC.com
M: (215) 620-8989

November 14, 2025

Mr. Kevin Pan
Lonestar Dream Inc
3415 Greystone Dr. STE 205, Austin, TX 78731

Dear Mr. Pan:

The purpose of this letter is to confirm the understanding and agreement ("Agreement") between Lonestar Dream Inc. (collectively, with its affiliate Lonestar Taproot LLC, the "Company") and DuFrayne LLC ("DuFrayne LLC") concerning the Company's engagement of DuFrayne LLC to serve as the Chief Restructuring Officer in connection with the Scope of Services set forth herein (the "Services").

**Primary Purpose**

The engagement's primary purpose is for DuFrayne LLC to provide the Company with a qualified Chief Restructuring Officer to oversee the Company's restructuring (and associated financial) affairs and administration of its anticipated Chapter 11 filing in the United States Bankruptcy Court.

**Chief Restructuring Officer Appointment**

Upon execution of this engagement letter and adoption of a resolution by the Company's Board of Directors, DuFrayne LLC will provide Michael DuFrayne ("DuFrayne") to serve as the Company's Chief Restructuring Officer (the "CRO")

Mr. DuFrayne is a seasoned restructuring professional with over 35 years' experience in the restructuring and reorganization arena. His experiences include financial and operational management and business advisory serving debtors, creditors' committees, banks, funds, trustees and other parties of interest. His assignments have included out-of-court restructuring and liquidation, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, post confirmation litigation and liquidation trustees' appointments, and as an advisor to trustees and receivers. His past interim management appointments include CEO, President, COO, CRO, CFO and CLO, and trustee to post-confirmation debtors. giving him front-line experience leading companies through strategic reorganizations, operational and financial restructurings, liquidation and sales of assets.

**Understanding and Scope of Work**

In his capacity as the CRO, DuFrayne will be subject to the oversight, guidance, control and direction of the Company's Board of Directors, the CEO or COO. DuFrayne LLC shall also provide such other personnel and staffing for the Company as the CRO may from time to time determine necessary or appropriate, subject to the approval of the Company's CEO and/or COO.

The Company anticipates a Chapter 11 filing in the US Bankruptcy Court. The CRO will overall use his best efforts to assist the Company and its other professionals to prepare for and implement a reorganization of the Company's financial affairs.

The Services, to be performed at the Company's direction, are expected to include the following ("Scope of Services"):

**Cash flows and Liquidity Forecasting**

- Assisting with the development of weekly Debtor-in-Possession ("DIP") cash flow forecast and related liquidity forecasting tools to evaluate the Company's cash flow under a variety of scenarios;
- Assist with developing weekly DIP cash flow reports to present the Company's actual versus forecast results;
- Advise on any liquidity improvement opportunities, including vendor or customer management matters;
- Assist with developing strategies and tactics for negotiating with vendors and other constituencies which can impact weekly cash flow and affect the Company's liquidity needs;
- Assisting in preparing interim financial forecasts used to support the Company's restructuring process, including assisting in preparing financial projections to support the Company's reorganization plans.
- Supporting the Company's DIP financing efforts, if any, including assembling presentations and forecasts for prospective lenders, to support operations during the DIP administrative period, if necessary;
- Supporting the company's "Exit" financing efforts, including assembling presentations and projections for prospective lenders or investors, to support the Company's post Plan confirmation financing needs;
- Assess business plan profitability feasibility, including recommendations to improve operations and cash flows;

- Attend meetings, presentations, negotiations and court hearings as may be requested by the Company, and

- Provide other services as requested by the Company.

**Preparing for Filing for Bankruptcy Court Protection**

The Company has determined that it is appropriate to prepare a plan to seek protection under the United States Bankruptcy Code. The CRO will assist the Company:

- Develop a detailed approach to preparing the Company for the bankruptcy proceeding.

- Assist the Company in implementing such plans as requested by the Company.

- Assist with the preparation of the necessary financial and operating information for:

    - Preparation of bankruptcy petitions and related documents;
    - Developing accounting and operating procedures to segregate pre-petition and post-petition transactions;
    - Training of personnel with respect to chapter 11 procedures;
    - Assisting with the identification of executory contracts and unexpired leases;
    - Preparation of statements of financial affairs, schedules, monthly operating reports, and other regular reports required in such proceedings;
    - Compilation and analysis of information necessary for "First Day" motions and orders; and,
    - Establishing the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements.

**Operating Under Bankruptcy Court Protection**

- Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring, whether implemented through a Chapter 11 plan or any other structure.

- Attend meetings and assist in discussions with potential lenders, investors, creditors, creditors' committee, other parties-in-interest and/or professionals appointed in the case or hired by the same, as requested by the company.

- Assist the Company in negotiation with creditors, suppliers, lessors and other interested parties as appropriate.

- Assist the Company to identify appropriate professionals to support a Plan of Reorganization, as appropriate, including, for example, appraisers and valuation experts.

- Assist the Company with the preparation for and confirmation of a Chapter 11 plan, and/or sale of certain or substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code.

- Assist the Company with the development and delivery of communication plans, externally and internally, including employees, suppliers, customers, and other constituencies, as requested.

- Monitor operations during the pendency of the proceedings.

- Render such other services as the Company or its counsel may deem necessary.

**Other**

- Perform such other tasks as appropriate and as may be reasonably requested by the Company or their counsel.

- Additionally, the CRO and/or DuFrayne LLC will work with other professionals retained by the Company to ensure that work is performed efficiently and without duplication of effort.

With respect to the efforts outlined above, the CRO will interface with and report in a timely manner to the CEO and COO any decision to be considered and will furnish to the extent possible all financial or other information requested.

**Contracts and Agreements**

The Company will present for review and approval by the CRO all new or renewal agreements before they are approved for execution.

**Compensation**

A. DuFrayne LLC shall bill the Company for the CRO services at the beginning of each month $35,000 per month, payable beginning December 1, 2025, and on the first day of each month thereafter until the termination of the engagement.

B. Consulting fees for any DuFrayne LLC consultants used during the Engagement, subject to Company pre-approval, will be billed at their standard hourly rates. Standard hourly rates range between $100 to $300 per hour.

C. In addition, DuFrayne LLC will be reimbursed by the Company for the reasonable out-of-pocket expenses of the CRO, and if applicable, other personnel, incurred in connection with this assignment, such as reasonable out-of-town travel, reasonable out-of-town lodging, duplications, computer research, messenger, and telephone charges.

D. Retainer: An initial retainer of $15,000 is due and payable upon signing of this Engagement Letter. The retainer will be held and applied against the final invoice. Any funds remaining on deposit after the conclusion of our services shall be returned to the Company, or as otherwise directed by the Court.

**Term**

The engagement will commence on December 1, 2025. This Agreement may be terminated by either party without cause by giving appropriate written notice. The effective date of the termination will be mutually agreed upon by the parties, so that the Company has adequate time to engage a successor CRO, if necessary. In the event of any such termination, any fees, and expenses due to DuFrayne LLC through the effective date of such termination shall be applied to the remaining balance of the Retainer payment to the extent a balance exists and then any additional fees and expenses shall be remitted promptly by the Company (including fees and expenses that accrued prior to but were invoiced subsequent to such termination). The Company may immediately terminate DuFrayne LLC's services hereunder at any time for Cause by giving written notice.

For purposes of this Agreement, "Cause" shall mean if (i) the CRO is convicted of, admits guilt in a written document filed with a court of competent jurisdiction to, or enters a plea of nolo contendere to, an allegation of fraud, embezzlement, misappropriation or any felony; or (ii) a material breach of any term or provision of this Agreement which is not cured within 30 days of the Company's written notice thereof to the CRO describing in reasonable detail the nature of the alleged breach.

**Confidentiality / Non-Solicitation.**

Subject to a certain NDA signed by the parties to this Engagement, DuFrayne LLC and its employees shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than because of a breach of this provision.

**Indemnification.**

The Company agrees indemnify, defend, and hold harmless DuFrayne LLC and the CRO to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company' bylaws, its certificate of incorporation, or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to DuFrayne LLC and the CRO. The CRO shall be covered as an officer under the Company's director and officer liability insurance policies, if any, to the extent that same remains in full force and effect. The Company shall also maintain any such insurance coverage for the CRO for a period of not less one year following the date of the termination of such officer's services here under. This provision shall survive the termination of this Agreement.

**Access to Company Personnel and Information**

(a) The Company agrees to make available to DuFrayne LLC all of the Company's financial and operational information and data as requested by DuFrayne LLC (all such information so furnished being the "Information") and agrees to permit discussions with Company personnel that DuFrayne LLC reasonably requests in connection with the services performed by DuFrayne LLC under this Agreement. The Company will provide DuFrayne LLC with full access to all Company personnel, books, and records, including those of the Company's attorneys (subject to such safeguards as may be necessary to preserve applicable attorney client privileged communications) and other agents and third-party representatives. The Company represents and warrants to DuFrayne LLC that, except as disclosed to DuFrayne LLC in writing, all Information provided or made available to DuFrayne LLC by the Company, its directors, officers, employees, representatives, attorneys and agents at any time shall, to the best of the Company's knowledge: a) be complete and correct in all material respects; and b) not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which such statements are made. The Company agrees that it shall notify DuFrayne LLC if it learns subsequently that any Information provided or made available to DuFrayne LLC in accordance with this Agreement is incorrect, inaccurate, or otherwise should not be relied upon.

(b) The Company recognizes and confirms that DuFrayne LLC (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same and (b) does not assume responsibility for accurateness or completeness of the Information and such other information and (c) will not make an appraisal of any of the assets or liabilities of the Company. The Company agrees that DuFrayne LLC shall have no duty to verify independently the reliability, accuracy or completeness of any Information or other information. The Company also agrees that DuFrayne LLC shall incur no liability to the Company or any individual or other entity that may arise if any Information or other information proves to be unreliable, inaccurate or incomplete.

**Independent Contractor Status.** DuFrayne LLC is an independent contractor under this Agreement, and accordingly, this Agreement shall not be an employment agreement.

**No Fiduciary Relationship.** Other than with respect to appointment(s) of a DuFrayne LLC party as an officer and/or director of Company in writing (and then only with respect to such DuFrayne LLC Party), nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between: (a) the Company, including without limitation, the Company's directors, officers, members, managers partners, control persons, shareholders, employees, representatives, agents, or creditors (collectively, the "Company parties" and each a "Company Party"), on the one hand; and (b) DuFrayne LLC and the respective directors, officers, members, managers, partners, control persons, shareholders, employees, representatives,

independent contractors, attorneys, agents, successors or assigns of DuFrayne LLC on the other hand.

**Miscellaneous.**

This Agreement shall (together with the attached indemnity provisions) be: (a) governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter thereof; and (c) may not be amended or modified except in writing executed by each of the signatories hereto. The Company and I agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the performance or non-performance of the Company or me hereunder. Any disputes arising from or relating to this Agreement shall adjudicated by the Court.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Best regards,

**DuFrayne LLC**

By: Michael DuFrayne
Name/Title: Michael DuFrayne, Member

**Agreed To and Accepted By**

**Lonestar Dream Inc**

By: Kathy Zhang
Name/Title: Kathy Zhang, COO

**Lonestar Taproot LLC**
**By its Member Lonestar Dream Inc.**

By: Kathy Zhang
Name/Title: Kathy Zhang, COO

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