Docket #0024 Date Filed: 07/22/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Attorneys for Debtors

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

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MCCARN, WEIR, & SHERWOOD P.C. AS OIL, GAS, AND MINERAL 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. §§ 327(a) and 328, authorizing the retention and employment of McCarn, Weir, & Sherwood P.C. ("MWS") as counsel with respect to mineral and title issues, effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Patrick S. Weir (the "Weir Declaration"), 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 Application 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 20, 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"). As of the filing of this Application, no official committee of unsecured creditors or statutory committee has been appointed in the Debtors' Cases, and no request has been made for the appointment of a trustee or examiner.

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

6. The Debtors, LSD and LST, are pursuing a sale of substantially all of their assets as further described in the First Day Declaration and the *Debtors' Motion Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 6004-1, 6004-2, and 9013-5 for entry of an order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (III) Approving Assumption and Assignment Procedures, (IV) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [ECF No. ●] (the "Sale Motion").

RELIEF REQUESTED

7. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of MWS as special counsel with respect to mineral and title issues in connection

with the Debtors' proposed sale in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and MWS dated July 21, 2026 (the "Engagement Agreement"), a copy of which is annexed hereto as **Exhibit C**.

BASIS FOR RELIEF REQUESTED

8. 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).

9. 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).

10. Pursuant to section 328 of the Bankruptcy Code, the Debtors seek the Court's approval of the terms of MWS's retention as set forth in the Weir Declaration. 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.

11. 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.

12. The Debtors' proposed Sale involves certain complex real estate title issues and mineral rights held by the Debtors and third parties. The Debtors submit that the employment of MWS is necessary because the Debtors require experienced counsel with specialized knowledge of these complex issues arising under Texas real estate, oil, gas, and mineral laws. The Debtors have selected MWS because the attorneys are experienced in such oil, gas, and mineral issues, and are well-suited to advise the Debtors through their sale process. The Debtors believe that MWS's advice will best help protect the interests of the Debtors' estates and maximize the value realized in the proposed sale transaction.

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

(a) providing advice with respect to oil, gas, mineral, and real estate title issues in connection with the Debtors' proposed sale transaction; and

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

14. MWS will bill the Debtors hourly for its legal services at MWS's regular hourly rates charged by its attorneys and para-professionals consistent with those rates charged by MWS in other, similar cases.

15. As set forth in the Weir Declaration, MWS received a $10,000 pre-petition retainer from the Debtors, which will be held by MWS in trust, pending approval of MWS's fees and expenses by the Court. MWS will submit its request(s) for payment of fees and expenses in the

Cases by way of fee application(s) in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and any orders entered by the Court with respect to professional compensation.

16. MWS 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: MWS represented the Debtors, pre-petition, which representation and associated compensation received by MWS for its services, has been disclosed by MWS in this proceeding as required under Bankruptcy Rule 2016. MWS 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 MWS not a disinterested person. MWS has represented to the Debtors that it does not hold an interest adverse to the interest of the estates with respect to its employment by the Debtors or otherwise in these Cases.

17. To the best of the Debtors' knowledge, based on representations from MWS, MWS 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 MWS 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 MWS 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 Application 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; (iii) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (iv) counsel for any committee appointed by this

Court; (v) the Debtors' consolidated list of 30 largest unsecured creditors; and (vi) 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)

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Proposed Attorneys for Debtors

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

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF OF MCCARN, WEIR, & SHERWOOD P.C. AS OIL, GAS, AND MINERAL COUNSEL 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.

Debtors:	Poolin Technology Pte. Ltd., *et al.*
Case No.	26-18325
Caption of Order:	Order Authorizing the Employment and Retention of Mccarn, Weir, & Sherwood P.C. as Oil, Gas, and Mineral Counsel Effective as of the Petition Date

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 McCarn, Weir, & Sherwood P.C. ("MWS") as counsel with respect to mineral and title issues, 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 declaration of Keith Han 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,

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

IT IS HEREBY ORDERED THAT:

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

2. The Debtors are authorized to retain MWS as counsel with respect to mineral and title issues in connection with the Debtors' proposed sale transaction, 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. MWS is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Agreement. Specifically, but without limitation, MWS will render the following legal services:

(a) providing advice with respect to oil, gas, mineral, and real estate title issues in connection with the Debtors' proposed sale transaction; and

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

4. MWS 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. MWS 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 MWS in these Chapter 11 Cases.

5. MWS is authorized without further order of the Court to apply amounts from the prepetition advance payment retainer to compensate and reimburse MWS for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of MWS's engagement by the Debtors, if the amount of any advance payment retainer held by MWS is in excess of the amount of MWS's outstanding and estimated fees, expenses, and costs, MWS 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 Han Declaration 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 MWS's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. MWS 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 MWS 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. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

EXHIBIT B
(Weir 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

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

DECLARATION OF PATRICK S. WEIR IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MCCARN, WEIR & SHERWOOD, P.C. AS OIL, GAS AND MINERAL COUNSEL EFFECTIVE AS OF THE PETITION DATE

I, Patrick S. Weir, being of full age, declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, as follows:

[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.

1. In accordance with the annexed Application, I request authorization of the Court for McCarn, Weir & Sherwood, P.C. ("MWS") to be retained as counsel with respect to oil, gas, mineral, and title issues in connection with the Debtors' proposed sale, effective as of the Petition Date (as defined herein), in the above-captioned chapter 11 bankruptcy cases (the "Cases").

2. I am a shareholder of MWS specializing in oil, gas & mineral law, along with real estate transactions and general business and corporate transactions. In 2012, I became certified by the Texas Board of Legal Specialization in oil, gas, and mineral law. I regularly serve as lead counsel in such matters and advise in acquisition, development, and exploration of oil and gas properties, the drafting of contracts and leases involving oil, mineral, and gas rights, the preparation of drilling and division order title opinions, and the resolution of disputes involving title or lease issues, surface damages, sub-surface easements and royalty issues.

3. MWS 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 MWS charges for similar services:

Patrick S. Weir, Shareholder	$575 / hr.
Bryce Griffin, Associate	$325 / hr.
Vicki Lorenzen, Paralegal	$200 / hr.

4. Prior to the Petition Date, MWS received a retainer in the amount of USD $10,000 from the Debtors in connection with its pre-petition and anticipated post-petition representation. MWS is holding the retainer in its client trust account and will apply amounts from the retainer only upon Court approval of MWS's fees and expenses pursuant to interim and/or final fee applications submitted in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and any order of this Court regarding the compensation of professionals.

5. To the best of my knowledge, after reasonable and diligent investigation, MWS'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 or by the office of the United States Trustee, the Court or any Judge or person employed in or by the Court, is as follows: MWS represented the Debtors pre-petition, which representation and associated compensation received by MWS for its services has been disclosed by MWS in this proceeding as required under Bankruptcy Rule 2016. MWS 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 MWS not a disinterested person. MWS 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.

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

7. 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, MWS, its 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).

8. MWS has no agreement with anyone to share compensation.

9. Prior to the Petition Date, MWS provided legal services to and for the benefit of the Debtors, which services were fully paid. There are no outstanding amounts due by the Debtors to MWS as of the Petition Date.

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

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 21, 2026
Amarillo, Texas.

Patrick S. Weir

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
Hua Ruo Ping
Su Qi
Sun Shao Hua
Zhang Hong Xing
Du Yong
Yang Jian Guo
Pan Zhi Biao
Su Xiao
Ma Zhong Chao
Fu Wen Wen
Yuan Song
Li Cheng Sen
Huang Jian
Liu Li
Chen Xiong Xiu
Sheng Lei
Chang Qi Chen

Liang Lin
Chen Jing Jun
Wang Yu Cheng
Zhu Rui
Liu Han
Ge Bing Xiao
Liu Bo
Zhong Yan
Chen Hua Yuan
Lan Ze Peng Cheng
Liu Xian Xing
Liang Dong Lai
Wu Hong Yan

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)

MCCARN WEIR & SHERWOOD
ATTORNEYS AT LAW

Patrick S. Weir
806-350-5419
pweir@mwlawfirm.com

Licensed in Texas, Oklahoma, New Mexico, Colorado and North Dakota

Board Certified, Oil, Gas & Mineral Law
Texas Board of Legal Specialization

July 21, 2026

Mr. Kevin Pan, CEO
Poolin Technologies PTE, Ltd.
Lonestar Dream, Inc.
Lonestar Taproot LLC
3415 Greystone Dr., Ste. 205
Austin, TX 78731

Via Email kevin.pan@lonestardream.us

Re: Representation – Mineral Ownership Due Diligence (1543.001) / Chapter 11 Bankruptcy

Dear Mr. Pan:

McCarn, Weir & Sherwood, P.C. ("MSW") is pleased to represent Poolin Technologies PTE, Ltd.; Lonestar Dream, Inc.; and Lonestar Taproot LLC ("Pooling and Lonestar") in connection with the referenced matter and such other matters that you may ask us to undertake from time to time. Our specific undertaking at this time is to assist with mineral ownership due diligence. We hope to have a long relationship with you and believe that our relationship will be best served if certain aspects of it are acknowledged in writing.

As you know, we will be filing a retention application in the Bankruptcy asking the Court to approve MWS as bankruptcy counsel for the Client. The Bankruptcy Court must also approve MWS's legal fees and costs billed to the Client pursuant to certain procedures and applications filed by MWS in the Bankruptcy. The terms of this letter agreement will be filed as part of MWS's application to be retained as counsel for the Client in the Bankruptcy.

You must assist us in identifying any possible conflicts of interest at the beginning of our relationship and for so long as we work together. We have made a general inquiry of all of our attorneys and have run a computerized check as to possible conflicts of interest. After a review of our client list and the responses to the inquiry to our attorneys, we have found no conflicts or potential conflicts of interest. You have told us that you know of no conflict of interest which could prevent us from representing you. You have further agreed that should you discover a conflict, you will inform us immediately. By signing this letter, you are acknowledging that our efforts to identify conflicts have been reasonable, and that you want our law firm to proceed with representation of you.

Because of the broad base of clients that the Firm represents on a variety of legal matters, it is possible you may eventually find yourself in a position adverse to another client of our firm in litigation, business negotiations, or some other legal matter. We have a commitment to you, as a client, not to represent an opposing party in any litigation matter in which we represent you. Further, unless we obtain your informed, written consent, we shall be disqualified from representing another client in any matter that is substantially related to and materially and directly adverse to a matter in which we are representing you. Our representation of other clients, whether or not adverse to you, is limited only by the preceding two sentences.

Our fees are determined by combining several factors. An important element of that determination is the amount of time spent in connection with your representation. Therefore, we have established time-related billing rates for each of our attorneys and legal assistants. Those rates are adjusted periodically to take into consideration factors such as inflation and increased individual experience and expertise. We retain the right to staff this matter as we, in our judgment after consulting with you, deem most appropriate and economical. The type of services performed, the magnitude of the matter, customary fees for similar legal services, the novelty and complexity of the questions involved, and similar factors are also taken into consideration and could result in a fee which is higher or lower than the fee that would be determined solely by application of the hourly billing rates, but hourly billing is our primary criteria. Our fees are based upon the work that we perform for you rather than the outcome of the representation. While we will use our best efforts in representing you, we cannot assure you that we will achieve a favorable outcome. Our customary procedure is to send a statement each month for services rendered and expenses incurred during the previous month. On occasion, we may elect to forward statements we receive for expenses directly to you for payment. All fees and expenses are due upon receipt of invoice.

Prior to undertaking any work for you in this matter, we will require a $10,000.00 cash retainer to be maintained with us. This retainer will be held in our trust account, and no interest will accrue to your benefit. We will hold the funds in our trust account until we have concluded this matter. We will bill you monthly and expect you to pay the monthly invoices. When we have finished the work requested, the retainer will be applied to your last statement for legal services and expenses, and any balance remaining will then be refunded to you by check. If the retainer is not sufficient to cover the last statement, you will be obligated to pay the difference. Should we at any time deem ourselves insecure, or if your account with us becomes past due, we may at our option pay ourselves currently out of the cash retainer.

During our representation of you, the firm may obtain documents and other data from you or others, and we will generate documents as part of our representation of you. If you wish to have these documents or data returned to you at the end of our representation, you should notify us at that time. If we do not receive instructions from you within six months of closing the matter, the firm will assume you do not wish to have such documents or data returned. Unless otherwise precluded by applicable law, rule or opinion, the firm may destroy or safely dispose of such documents or data at its discretion six months following the date of disengagement.

You have the right to terminate our representation of you by giving us written notification of that termination. In the event of such a termination, you will remain liable for our fees and any

expenses incurred by us on your behalf prior to the termination plus any fees and expenses incurred at your request in connection with the transition to substitute counsel. Subject to the Texas Disciplinary Rules of Professional Conduct, our firm has a similar right to discontinue its representation of you. You agree that if we withdraw because of your failure to pay our bills, you will sign any necessary motions or consents authorizing our withdrawal.

If the terms set forth herein are acceptable to you, we ask that you have the appropriate person sign this letter in the space provided and return it to us. The provisions of this agreement will be applicable to all matters that we undertake for you or for any related or affiliated corporation, partnership, association, or other entity, unless that additional representation is subject to a separate and subsequent written understanding.

We are pleased that you have selected McCarn, Weir & Sherwood, P.C. to represent Poolin and Lonestar, and we look forward to working with you. If you have any questions concerning the matters addressed in this letter or any other aspect of our representation, please do not hesitate to call me.

Sincerely,

Patrick S. Weir

kju

ACCEPTED AND AGREED TO
this _____ day of July, 2026.

POOLIN TECHNOLOGIES PTE, LTD.
LONESTAR DREAM, INC.
LONESTAR TAPROOT LLC

By: _____

Printed Name: _____

Title: _____

WIRE TRANSFER INFORMATION:
Amarillo National Bank
ABA/Routing number-111300958

CREDIT TO:
390232
McCarn & Weir, P.C. IOLTA
905 S Fillmore St., Suite 530
Amarillo, TX 79101