Docket #0029 Date Filed: 07/23/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

ARCHER & GREINER, P.C.
Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(*Pro Hac Vice* Admission Pending)
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Attorneys for Debtors

In re:	Chapter 11
POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]	Case No. 26-18325
Debtors.	(Joint Administration Requested)
	Hearing Date: August 20, 2026 at 10:00 a.m (ET) **Objection Deadline: August 13, 2026**

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN CONTRACTS AND/OR LEASES, APPROVING SETTLEMENT AGREEMENT, AND GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that a hearing on the *Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Contracts and/or Leases, Approving Settlement Agreement, and Granting Related Relief* (the "Motion") will be held on **August 20, 2026 at 10:00 a.m (prevailing**

[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.

2618325260723000000000002

Eastern Time), or as soon thereafter as counsel may be heard (the "Hearing") before the Honorable Eamonn J. O'Hagan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in the bankruptcy case. If you do not have an attorney, you may wish to consult one. The Debtors will rely upon the attached Motion and Declaration. A Certificate of Service is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that the Hearing on the Motion will be conducted remotely and in person. Instructions to access the remote hearing can be found on the website for the Debtors' claims and noticing agent at: https://www.veritaglobal.net/Poolin and in the Judge's procedures available at: https://www.njb.uscourts.gov/content/honorable-eamonn-ohagan.

PLEASE TAKE FURTHER NOTICE that the Motion sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; (iii) be filed with the Clerk of the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") electronically by attorneys who regularly practice before the Bankruptcy Court, in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order"), and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court); and by all other parties-in-interest, in Portable Document Format (PDF); (iv) be served on all parties-in-interest and in accordance with the Local Rules for the United States

Bankruptcy Court for the District of New Jersey, Federal Rules of Bankruptcy Procedure, the General Order, and the Supplemental Commentary, so as to be received on or before **August 13, 2026** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors.

PLEASE TAKE FURTHER NOTICE that, unless objections are timely and properly filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d), and the relief requested may be granted without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these Chapter 11 Cases may be obtained free of charge by visiting the website of the Debtors' claims and noticing agent, Verita Global, at https://www.veritaglobal.net/Poolin. You may also obtain copies of any pleadings by visiting the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

[*Remainder of page intentionally left blank*]

Dated: July 23, 2026

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman

Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.[2]
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Counsel to the Debtors

[2] *Pro Hac Vice* admission pending.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

ARCHER & GREINER, P.C.
Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(*Pro Hac Vice* Admission Pending)
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Attorneys for Debtors

In re:	Chapter 11
POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]	Case No. 26-18325
Debtors.	(Joint Administration Requested)
	Hearing Date: August 20, 2026 at 10:00 a.m (ET) **Objection Deadline: August 13, 2026**

DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN CONTRACTS AND/OR LEASES, APPROVING SETTLEMENT AGREEMENT PURSUANT TO F.R.B.P. 9019, AND GRANTING RELATED RELIEF

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

[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"), by and through their undersigned proposed counsel, hereby respectfully move (this "Motion") this Court for entry of an order substantially in the form attached hereto as **Exhibit A**: (i) authorizing the Debtors to reject certain unexpired contracts and/or leases identified on **Schedule 1**[2] attached hereto (collectively referred to herein as the "Rejected Agreements" or the "Hosting Agreements" as applicable) effective as of the Petition Date (as defined herein): (ii) approving the Debtors' settlement agreement with Actinide-89-103-Systems LLC and Seaborgium-106 Systems LLC (collectively, "Elektron"), pursuant to Federal Rule of Bankruptcy Procedure 9019, and (iii) granting related relief. In support of this Motion, the Debtors respectfully submit the *Declaration of Michael DuFrayne in Support of the Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Contracts and/or Leases Effective as of the Petition Date, Approving Settlement Agreement, and Granting Related Relief* (the "DuFrayne Declaration") which is attached hereto as **Exhibit B** and fully incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

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

[2] The Debtors reserve the right to reject other contracts and leases, and to remove any of the Rejected Agreements from Schedule 1 prior to entry of an order with respect to this Motion. In addition, the inclusion of any Rejected Agreements on Schedule 1 does not constitute an admission by the Debtors that any such contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code

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

3. The statutory bases for the relief requested herein are sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6004, 6006, 6007, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 6004-1, 6004-2, 9013-1, 9013-3, 9013-5, and 9019-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

FACTUAL AND PROCEDURAL BACKGROUND

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

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

6. As more fully set forth in the First Day Declaration, the Debtors historically offered a variety of cryptocurrency and technology-related services. The Debtors' business activities included two core segments: (i) mining digital assets for their own account, and (ii) providing

cryptocurrency equipment hosting services at their two Texas facilities for large-scale mining clients. As discussed below, on July 10, 2026, the Debtors substantially completed the wind-down of their hosting business.

7. Before the Petition Date, the Debtors explored strategic transactions involving discussions with potential purchasers of their respective equity and assets. The LSD and LST intend to conduct a competitive bidding and sale process for substantially all their assets in these Chapter 11 Cases, 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* (the "Sale Motion").

8. The Sale Motion includes (A) a copy of the form asset purchase agreement ("Tarbush Stalking Horse APA") executed by Thor CALAP LLC or an entity to be formed (the "Tarbush Stalking Horse"), for itself and any designees, and (B) a copy of the form asset purchase agreement ("Pyote Stalking Horse APA") executed by Thor CALAP LLC or an entity to be formed ("Pyote Stalking Horse," and collectively with the Tarbush Stalking Horse, the "Stalking Horse Purchasers"), for itself and any designees, in each case providing for, among other things, consideration of cash, as well as the assumption of certain liabilities for the assets to be purchased under each thereof. During the pendency of these Chapter 11 Cases, the Debtors may, on a consensual or non-consensual basis, assume, assume and assign, or reject certain of their unexpired executory contracts and leases. The Debtors and the Stalking Horse Purchasers intend that certain

of the Debtors' unexpired executory contracts and leases be assumed and assigned as part of the sale(s).

9. Prior to July 10, 2026, the Debtors' primary crypto-hosting client was Elektron. The relationship is governed by four Hosting Agreements, each as more particularly described on **Schedule 1** attached hereto. Following good-faith, arm's-length settlement negotiations, the Debtors and Elektron (collectively, the "**Parties**") have agreed to terminate the Hosting Agreements and to resolve all claims, defenses, and other matters between them arising from or relating to the Hosting Agreements, as set forth in that certain Settlement Agreement, dated on or about June 22, 2026, by and between Elektron and LSD (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit C** and is fully incorporated herein by reference.

10. The essential terms of the Settlement Agreement are as follows:

i. *Power Usage Effectiveness Reconciliation.* LSD accepts Elektron's recalculation of power usage effectiveness ("PUE")[3] for the period March 24, 2025 through March 4, 2026, reflecting a balance of $1,344,788.13 (the "Initial Recon Amount") due and owing to LSD, which Elektron shall deposit in escrow subject to certain release conditions. For periods on and after March 4, 2026, the Maximum Monthly Power Usage margin factor changes from 1.03 to 1.10, which factor is final and binding on the Parties. Any portion of the Initial Recon Amount due and owing to the utility shall not be deemed Debtor property but shall be held in attorney escrow solely for remittance to the utility. The Parties will continue daily settlement practices and reach a final reconciliation, which remains subject to final utility billing.

ii. *Warehouse Charges*. LSD shall provide Elektron a fifty percent (50%) discount of invoiced warehouse charges in the amount of $403,000. Elektron shall remit the discounted amount of $201,500 within ten (10) business days of execution of the Settlement Agreement in full and final satisfaction of warehouse-related claims. Elektron shall retrieve its stored property within ten (10) business days of execution of the Settlement

[3] PUE is an industry standard metric comparing a facility's total energy draw to the energy actually delivered to the customer's computing equipment and determines the amount of overhead charged to the customer.

Agreement, leaving the space broom clean. LSD shall waive any lien, setoff, recoupment, or possessory claim against such property.

iii. *Pyote Pre-Bill*. A TNMP utility metering issue at the Pyote Site from October 2025 through February 2026 caused LSD to pre-bill Elektron an estimated $476,788 for unmetered electricity (the "Pre-Bill Amount"). LSD shall segregate this Pre-Bill Amount into the attorney trust account of Archer & Greiner, P.C., identified as "Elektron Escrowed Funds." Such funds shall be held in escrow and constructive trust—expressly not property of LSD or its bankruptcy estate—solely for remittance once final utility billing is received and the final reconciliation is agreed. If the actual metered charges are less than the Pre-Bill Amount, LSD shall be reimbursed from the Pre-Bill Amount for the applicable FlowX/ERCOT charges arising from the metering failure, and the balance shall be returned to Elektron. If the actual metered charges are more than the Pre-Bill Amount, the full Pre-Bill Amount shall be remitted to LSD, and Elektron shall deposit the overage into escrow for release to LSD.

iv. *Backup-Pool Reconciliation.* Elektron shall separately pay the amount of $53,920.20, which constitutes the amount due by Elektron to LSD with respect to the backup pool reconciliation within ten (10) business days of execution of the Settlement Agreement.

v. *Rejection of Hosting Agreements.* The Parties will continue operating under the Hosting Agreements until the agreements terminate on the earlier of: (i) July 10, 2026, or (ii) the date the Court approves a sale of LSD's assets under Section 363 of the Bankruptcy Code (the "Termination Date"). LSD agrees to cause to be filed a motion to reject each of the Hosting Agreements, effective as of the Termination Date.

vi. *Mutual Releases*. Effective on the Termination Date, the Parties exchange mutual releases of all claims, known or unknown, arising out of the Hosting Agreements, including any historical service-level (uptime) and liquidated-damages claims. The releases do not extinguish the obligations created by the Settlement Agreement, the surviving obligations under the Hosting Agreements (as modified), or LSD's obligation to return Elektron's power deposits.

11. In connection with these Chapter 11 Cases, the Settlement Agreement, the proposed sale transaction, feedback from potentially interested parties, and the wind-down of operations, the Debtors undertook an analysis of their unexpired executory contracts and leases. As a result of this analysis, and as required under the Settlement Agreement, the Debtors determined, in their business judgment, that certain contracts relating to the Debtors' business activities, namely: the

Hosting Agreements, will not be included in the Debtors' proposed sale, are unnecessary and burdensome to the Debtors' estates, and should be rejected immediately. *See* First Day Declaration ¶ 40.

RELIEF REQUESTED

12. By this Motion, the Debtors seek entry of an order, substantially in the form of the proposed order attached hereto as **Exhibit A** authorizing the Debtors to reject the Rejected Agreements as identified on **Schedule 1**, effective as of the Petition Date, approving the Settlement Agreement by and between Elektron and LSD, and granting related relief.

13. As set forth in the Settlement Agreement, the Debtors and Elektron consensually agreed the Hosting Agreements were to terminate on the earlier of: (i) July 10, 2026, or (ii) the date the Court approves a sale of LSD's assets under Section 363 of the Bankruptcy Code. Accordingly, the Termination Date has already occurred. This termination should be approved by the court in light of the Parties' mutual agreement to part ways. For the avoidance of doubt, the Debtors do not believe or concede that the Hosting Agreements are unexpired executory contracts as of the Petition Date. Rather out of an abundance of caution and to comply with their obligations under the Settlement Agreement, the Debtors hereby seek entry of an order authorizing rejection of the Hosting Agreements ***solely to the extent they did not terminate prior to the Petition Date***.

BASIS FOR RELIEF REQUESTED

A. The Court Should Approve the Settlement Pursuant to Bankruptcy Rule 9019

14. Bankruptcy Rule 9019(a) provides, in relevant part:

> On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee . . . as provided in Rule 2002 and to any other entity as the court may direct.

15. The United States Court of Appeals for the Third Circuit has emphasized that "to minimize litigation and expedite the administration of a bankruptcy estate 'compromises are favored in bankruptcy.'" *Myers v. Martin (In re Martin),* 91 F.3d 389, 393 (3d Cir. 1996) (quoting 9 Collier on Bankruptcy ¶ 9019.03[1] (15th ed. 1993)); *see also, In re Culmtech, Ltd.,* 118 B.R. 237, 238 (Bankr. M.D. Pa. 1990) ("[C]ompromises are favored in bankruptcy and … much of litigation in bankruptcy estates results in settlements"). Likewise, section 105 of the Bankruptcy Code empowers a court to issue any order that is "necessary or appropriate." 11 U.S.C. § 105(a).

16. "[T]he authority to approve a compromise settlement is within the sound discretion of the bankruptcy court." *In re Key3Media Group, Inc.,* 336 B.R. 87, 92 (Bankr. D. Del. 2005); *see also, In re Louise's, Inc.,* 211 B.R. 798, 801 (D. Del. 1997). When exercising such discretion, the bankruptcy court must determine whether the compromise is "fair, reasonable, and in the best interest [sic] of the estate." *Key3Media*, 336 B.R. 87, 92; *see also, Fry's Metals, Inc. v. Gibbons (In re RFE Industries, Inc.),* 283 F.3d 159, 165 (3d Cir. 2002); *In re Louise's, Inc.*, 211 B.R. at 801; *In re Marvel Entertainment Group, Inc.,* 222 B.R. 243, 249 (Bankr. D. Del. 1998).

17. The bankruptcy court is not required to determine that the proposed settlement is the best possible compromise. *In re Key3Media Group,* 336 B.R. at 92–93 (citing *In re Coram Healthcare Corp.,* 315 B.R. 321, 329 (Bankr. D. Del. 2004)). Rather, the settlement should be approved as long as it does not fall below the lowest point in the range of reasonableness. *Cosoff v. Rodman (In re W.T. Grant Co.),* 699 F.2d 599, 608 (2d Cir. 1983). In this respect, it is unnecessary for the court to consider the information necessary to resolve the factual dispute, nor is it necessary for the bankruptcy court to "conclusively determine claims subject to a compromise." *Key3Media Group,* 336 B.R. at 92 (quoting *In re Martin,* 212 B.R. 316, 319 (B.A.P. 8th Cir. 1997)).

18. Courts consider the following four "*Martin*" factors when determining whether a settlement is in the best interests of the estate: (i) the probability of success in the litigation; (ii) the difficulties, if any, to be encountered in the matter of collection; (iii) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attendant thereto; and (iv) the paramount interest of the creditors and a proper deference to their reasonable opinions. *Martin*, 91 F.3d at 393; *Aetna Casualty & Surety v. Jasmine, Ltd. (In re Jasmine, Ltd.)*, 258 B.R. 119, 123 (Bankr. D.N.J. 1999); *Key3Media Group*, 336 B.R. at 93; *In re Marvel*, 222 B.R. at 249. "[C]ourts should not have a 'mini-trial' on the merits, but rather should canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness." In re W.R. Grace & Co., 475 B.R. 34, 77–78 (Bankr. D. Del. 2012).

19. In this case, the factors used by courts each favor approval of the Settlement Agreement. Both Elektron and LSD have claims, counterclaims, and defenses arising out of disputes of various economic terms in the Hosting Agreements and performance of covenants thereunder. Complicating matters is the estimation of amounts due to third parties, such as utility services, which must be paid and reconciled between the Parties. While these disputes are essentially matters of contract interpretation, the underlying calculations are technical. As set forth in the Settlement Agreement, the Parties wish to amicably and efficiently reconcile the amounts due and owing to each Party, and third parties, under the Hosting Agreements. Although each side maintains confidence in the strength of its legal and factual positions, the Settlement Agreement provides a pragmatic and value-maximizing resolution by eliminating the substantial litigation risk, cost, and delay inherent in litigation. Specifically, the proposed compromise avoids the legal cost of motion practice and a complex and fact-intensive trial involving disputed issues of competing reconciliation methodologies and exceptions. Further, outcomes of litigation are

fundamentally uncertain, and any adverse ruling on one or more of the issues will materially increase administrative expenses and divert estate resources otherwise available for distributions to creditors. The Settlement avoids these risks and ensures a prompt, efficient, and equitable resolution of the Parties' claims. Based on the foregoing, the first factor regarding probability of success favors approval of the Settlement Agreement.

20. The second factor regarding collectability of any favorable judgment weighs in favor of the requested relief. Given that the Parties have arrived at a fair and reasonable, arm's-length compromise, the costs of collection are unreasonably burdensome for both sides. Any adverse judgment for the Debtors would be difficult to collect, given the Debtors' limited resources and constraints of these Chapter 11 Cases. Conversely, if the Debtors were successful, they would still incur significant attorneys' fees and costs that would reduce the assets available to creditors. Ultimately, both sides face practical barriers to realizing any meaningful recovery through continued litigation. This mutual collectability risk further supports approval of the Settlement Agreement as the most fair and efficient alternative under the circumstances.

21. As noted, the dispute is a traditional matter of contract interpretation. However, the underlying issues involve technical calculations. Given the Parties' willingness to proceed consensually, the Parties, rather than a finder of fact, are better situated to resolve these calculations. The Parties believe the Settlement Agreement incorporates and memorializes the relative strength of the Parties' respective positions on each issue. The net result of a court determination may not materially differ from the present compromise but would intrinsically involve increased litigation costs. The Settlement Agreement therefore eliminates any further accrual of litigation expenses and delay on all sides, associated with having a finder of fact reassess

the Parties' positions. Accordingly, the third factor weighs in favor of approval of the Settlement Agreement.

22. Finally, the paramount interests of creditors factor strongly support approval of the Settlement Agreement. The Settlement Agreement was the product of good faith, arm's-length negotiations between the Parties, resulting in a fair and equitable compromise of the amounts due under the Hosting Agreements. The Settlement Agreement spares the Debtors' estates and, by extension, the Debtors' creditors, the significant expense and uncertainty associated with the litigation of these issues.

23. In determining whether a compromise is in the best interests of an estate, the Bankruptcy Court must "'assess and balance the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal.'" *In re Key3Media Group*, 336 B.R. at 93 (quoting *In re Martin*, 91 F.3d at 393 (citing *TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968))); *see also In re Nationwide Sports Distributors, Inc.*, 227 B.R. 455, 460 (Bankr. E.D. Pa. 1998) ("[I]n deciding whether to approve a particular compromise, courts utilize various criteria designed to achieve the objective of having the Defendant or debtor in possession act in [the] best interests of the estate."). To properly balance these values, the Court should consider all factors "relevant to a full and fair assessment of the wisdom of the proposed compromise." *In re Marvel*, 222 B.R. at 249 (quoting *TMT Trailer Ferry, Inc.*, 390 U.S. at 424); *see also Key3Media Group*, 336 B.R. at 92 ("[t]he bankruptcy court must be apprised of all relevant information that will enable it to determine what course of action will be in the best interest of the estate.") (quoting *In re Martin*, 91 F.3d at 393).

24. The Debtors respectfully submit that the economic value of the Settlement Agreement is fair and reasonable, given the Parties' respective claims and defenses. The Debtors

believe that the economic terms included in the Settlement Agreement are highly favorable to the Debtors and their bankruptcy estates. In addition to the above-described reconciliations, Elektron waived certain damages claims, including a hefty liquidated damages claim that it may otherwise have asserted under the Hosting Agreements. Accordingly, the Settlement Agreement unquestionably represents the most value-maximizing alternative reasonably available under the circumstances. The Settlement Agreement also represents the most efficient resolution of the Parties' disputes in terms of administrative costs and delay, thereby further maximizing the value of the Debtors' estates. Based on the foregoing, in light of each of the Martin factors, the Settlement Agreement should be approved in all respects.

A. The Court should Approve Rejection of the Rejected Agreements under Section 365 of the Bankruptcy Code as a Proper Exercise of the Debtors' Business Judgment

25. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "may assume or reject any executory contract or unexpired lease of the debtor" subject to the court's approval. *In re S.A. Holding Co., L.L.C.*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (*quoting In re Rickel Home Centers, Inc.*, 209 F.3d 291, 298 (3d Cir. 2000) (Section 365 of the Bankruptcy Code "enables the [debtor] to maximize the value of the debtor's estate by assuming executory contracts that benefit the estate and rejecting those that do not.")). Courts generally authorize debtors to assume or reject executory contracts and unexpired leases where the debtors appropriately exercise their "business judgment." *See, e.g., NLRB v. Bildisco & Bildisco (In re Bildisco), 465 U.S. 513, 521 (1984*) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)); *In re Nickels Midway Pier, L.L.C.*, 341 B.R. 486, 493 (Bankr. D.N.J. 2006); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989); *In re Fed. Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc. (In re Richmond Metal*

Finishers, Inc.), 756 F.2d 1043, 1047 (4th Cir. 1985) (holding that, absent bad faith or abuse of discretion, deference is given to debtor's business judgment); *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 849 (Bankr. W.D. Pa. 1987); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994). Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines*, 261 B.R. 103, 121 (Bankr. D. Del. 2003). The "business judgment" test merely requires a showing that rejection of the executory contract or unexpired lease will benefit the debtor's estate. *Id.* ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'") (quoting *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. at 849–50) ("Ordinarily, courts accord the debtor's business judgment a great amount of deference since the decision to assume or reject an executory contract is an administrative not a judicial matter."); *see also Computer Sales Int'l, Inc. v. Fed. Mogul Global, Inc. (In re Fed. Mogul Global, Inc.)*, 293 B.R. 124, 126 (D. Del. 2003) ("The business judgment test dictates that a court should approve a debtor's decision to reject a contract unless that decision is the product of bad faith or a gross abuse of discretion.").

26. Notwithstanding that the Debtors believe the Rejected Agreements terminated before the Petition Date, and after a careful review of the Debtors' business, and in consultation with the Stalking Horse Purchasers and other potentially interested parties, the Debtors have determined that the Rejected Agreements are burdensome to the Debtors' estates and will not be assigned as part of a sale transaction. As set forth in the First Day Declaration, absent rejection, the Rejected Agreements may impose ongoing obligations on the Debtors that will unnecessarily drain the Debtors' resources relative to any benefits associated therewith, which are relatively slight, particularly in light of the proposed sale and wind-down process. Additionally, the Parties

to the Rejected Agreements have mutually agreed that termination of the Hosting Agreements is in their respective best interests. As such, the Settlement Agreement with Elektron requires the Debtors to pursue Court approval of the rejection and termination. Accordingly, to avoid incurring unnecessary administrative expense claims with respect to the Rejected Agreements, the Debtors seek to reject the Rejected Agreements, effective as of the Petition Date. The Debtors respectfully represent that rejecting the Rejected Agreements is appropriate under the circumstances and reflects the Debtors' sound business judgment.

27. The Debtors also respectfully submit that it is appropriate for the Court to deem the Debtors' rejection of the Rejected Agreements effective as of the Petition Date. Section 365 of the Bankruptcy Code does not specifically address whether courts may order rejection to be effective retroactively. However, courts in this and other districts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive order when doing so promotes the purposes of section 365(a) of the Bankruptcy Code. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) ("[T]he court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)."); *Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028–29 (1st Cir. 1995) ("rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively."); *see also Pacific Shores Dev., LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1071 (9th Cir. 2004) (same).

28. Courts may approve retroactive rejection of executory contracts and unexpired leases "after balancing the equities" and concluding that they weigh in favor of the debtor. *See In re Extraction Oil & Gas*, 622 B.R. 608, 630 (Bankr. D. Del. 2020), aff'd, No. 20-11548 (CSS),

2021 WL 3722229 (D. Del. Aug. 23, 2021) (citing *In re Rupari Holding Corp.*, No. 17-10793 (KJC), 2017 WL 5903498, at *6 (Bankr. D. Del. Nov. 28, 2017)); *In re Chi-Chi's, Inc.*, 305 B.R. at 399 (acknowledging that a bankruptcy court may approve a rejection retroactive to the date the motion is filed after balancing the equities in the particular case); *In re Fleming Cos.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (finding that rejection has been allowed *nunc pro tunc* to the date of the motion); *see also Thinking Machs. Corp.*, 67 F.3d at 1028 ("In the section 365 context, . . . bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation."); *In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (discussing that section 365 does not include "restrictions as to the manner in which the court can approve rejection.").

29. The balance of equities favors the relief requested herein. Without a retroactive date of rejection, the Debtors could incur unnecessary administrative expenses for the Rejected Agreements that, as described above, provide no benefit to the Debtors' estates. *See* 11 U.S.C. § 365. Moreover, the non-debtor counterparties under the Rejected Agreements will not be unduly prejudiced if the rejection is deemed retroactively effective. As set forth in the Settlement Agreement between LSD and Elektron, the Parties have agreed to terminate the Hosting Agreements on the earlier of July 10, 2026 and the date of a sale of LSD's assets pursuant to Section 363 of the Bankruptcy Code. Contemporaneously with the filing of this Motion, the Debtors will cause notice of this Motion to be served on the relevant parties-in-interest, including Elektron, thereby allowing each party-in-interest sufficient opportunity to respond. The Debtors have sought the relief requested at the earliest practicable moment in these Chapter 11 Cases and do not seek to reject the Rejected Agreements retroactively due to any delay on their own part.

30. Courts in the Third Circuit have approved relief similar to that requested herein. *See, e.g., In re First Guaranty Mortgage Corp., et al.*, No. 22-10584 (CTG) (Bankr. D. Del. Aug. 23, 2022) (authorizing rejection of unexpired leases effective as of the petition date); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re PES Holdings, LLC*, No. 19-11626 (KG) (Bankr. D. Del. Sep. 19, 2019) (authorizing rejection of unexpired leases and executory contracts effective as of the prior notice date); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (authorizing debtors' rejection of certain license agreements effective as of the prior notice date); *In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing rejection of unexpired leases effective as of the prior notice date).

31. Accordingly, the Debtors respectfully submit that it is fair and equitable for the Court to authorize, but not direct, rejection of the Rejected Agreements (effective as of the Petition Date) identified on **Schedule 1** annexed hereto.

RESERVATION OF RIGHTS

32. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (c) a promise or requirement to pay any particular claim; (d) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365

of the Bankruptcy Code; (e) an admission that a contract is an executory contract under section 365 of the Bankruptcy Code or that such contract was or was not terminated or expired prior to the Petition Date; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, and the Debtors expressly reserve their right to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest to dispute any claim on any grounds or to assert any right against any person or entity under the Bankruptcy Code or any other applicable law; or (h) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

33. The Debtors request a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

WAIVER OF MEMORANDUM OF LAW

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

NO PRIOR REQUEST

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

NOTICE

36. Pursuant to Local Rule 9013-5(f), notice of this Motion will be provided to the following parties: (i) the Office of the United States Trustee for the District of New Jersey; (ii) any statutory committee appointed in these Cases; (iii) counsel to Elektron; (iv) Debtors' consolidated list of 30 largest unsecured creditors; (v) the Internal Revenue Service; (vi) the United States Attorney's Office for the District of New Jersey; (vii) counsel for the Stalking Horse Purchasers; and (viii) any other party entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 9013-5. The Debtors submit that such notice is sufficient, and no other or further notice need be provided.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form submitted herewith, authorizing the Debtors to reject the Rejected Agreements as identified on **Schedule 1**, effective as of the Petition Date, approving the Settlement Agreement, and granting such other and further relief as the Court deems just and proper.

[*Space intentionally left blank*]

Dated: July 23, 2026

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman

Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.[4]
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Counsel to the Debtors

[4] *Pro Hac Vice* admission pending.

Schedule 1
(Rejected Agreements)

Non-Debtor Party	Agreement Title
Actinide-89-103-Systems LLC	Hosting Agreement dated March 24, 2025 between LSD and Actinide as from time to time amended, modified, or supplemented
Actinide-89-103-Systems LLC	Hosting Agreement dated April 22, 2025 between LSD and Actinide as from time to time amended, modified, or supplemented
Seaborgium-106 Systems LLC	Hosting Agreement dated April 21, 2025 between LSD and Seaborgium as from time to time amended, modified, or supplemented
Seaborgium-106 Systems LLC	Hosting Agreement dated August 20, 2025 between LSD and Seaborgium as from time to time amended, modified, or supplemented

EXHIBIT "A"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

ARCHER & GREINER, P.C.
Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(*Pro Hac Vice* Admission Pending)
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Attorneys for Debtors

In re:

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

Debtors.

Case No. 26-18325

Chapter 11

(Joint Administration Requested)

ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN CONTRACTS AND/OR LEASES, APPROVING SETTLEMENT AGREEMENT, AND GRANTING RELATED RELIEF

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

ORDERED.

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

Debtors: Poolin Technology Pte. Ltd., *et al.*
Case No. 26-18325
Caption of Order: Order Granting Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Contracts and/or Leases, Approving Settlement Agreement, and Granting Related Relief

---

Upon consideration of the *Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Contracts and/or Leases, Approving Settlement Approving Settlement Agreement, and Granting Related Relief* (the "Motion")[1] filed on behalf of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and upon the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2] (the "First Day Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order Of Reference From The United States District Court For The District Of New Jersey* dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for hearing on the Motion were appropriate and that no other notice need be provided under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

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

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

2. The Settlement Agreement, as defined in the Motion (i) is hereby found to be beneficial to the Debtors' Estates and creditors, (ii) has been negotiated in good faith, at arms-length, by and between the parties; (iii) has been signed by the Debtor, Lone Star Dream, Inc., in its exercise of reasonable business judgment and (iv) is hereby approved pursuant to F.R.B.P. 9019.

3. The Debtors are authorized to take all actions necessary to immediately implement and consummate the Settlement Agreement in accordance with the terms, conditions, and agreements in the Settlement Agreement.

4. The Rejected Agreements set forth on **Schedule 1** hereto are hereby rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of July 10, 2026.

5. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, or transfer of any asset under Section 363 of the Bankruptcy Code.

6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (c) a promise or requirement to pay any particular claim; (d) a request or authorization to assume or assign any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (e) an admission that a contract

is an executory contract under section 365 of the Bankruptcy Code or that such contract was or was not terminated or expired prior to the Petition Date; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates , and the Debtors expressly reserve their right to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest to dispute any claim on any grounds or to assert any right against any person or entity under the Bankruptcy Code or any other applicable law; or (h) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law and the Debtors expressly reserve their rights with respect to all of the foregoing.

7. Nothing in this Order, the Motion, or any actions taken pursuant hereto is intended to or shall (a) confer upon any third party any rights or remedies whatsoever, (b) grant any party the status of a third-party beneficiary, (c) be enforceable by any third party, or (d) enhance the status of any claim held by any person or entity. Nothing herein shall be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

8. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of the Motion and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

9. The requirements set forth in Bankruptcy Rule 6006 are satisfied by the contents of the Motion or otherwise deemed waived.

10. Consistent with Bankruptcy Rule 6006(g), this Order constitutes a separate order with respect to each of the Rejected Agreements and the notice of rejection of such Rejected Agreements covered hereby.

11. The Debtors shall serve by email a copy of this Order on the non-Debtor counterparties' counsel to the Rejected Agreements listed on Schedule 1 within two (2) days after entry of this Order.

12. The requirement set forth in Bankruptcy Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

13. To the extent applicable, the requirements set forth by Bankruptcy Rules 6003 and 6004 are satisfied and this Order shall be effective immediately upon entry.

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

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

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

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

Schedule 1
(Rejected Agreements)

Non-Debtor Party	Agreement Title
Actinide-89-103-Systems LLC	Hosting Agreement dated March 24, 2025 between LDI and Actinide as from time to time amended, modified, or supplemented
Actinide-89-103-Systems LLC	Hosting Agreement dated April 22, 2025 between LDI and Actinide as from time to time amended, modified, or supplemented
Seaborgium-106 Systems LLC	Hosting Agreement dated April 21, 2025 between LDI and Seaborgium as from time to time amended, modified, or supplemented
Seaborgium-106 Systems LLC	Hosting Agreement dated August 20, 2025 between LDI and Seaborgium as from time to time amended, modified, or supplemented

EXHIBIT "B"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

ARCHER & GREINER, P.C.
Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(*Pro Hac Vice* Admission Pending)
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Attorneys for Debtors

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

DECLARATION OF MICHAEL DUFRAYNE IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN CONTRACTS AND/OR LEASES, APPROVING SETTLEMENT AGREEMENT, AND GRANTING RELATED RELIEF

MICHAEL DUFRAYNE, being of full age, hereby declares pursuant to 28 U.S.C. § 1746 under penalty of perjury 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. I am the Chief Restructuring Officer of 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"). In that capacity, I am fully familiar with the Debtors' business operations, assets, liabilities, and business records and have firsthand knowledge of the facts as set forth herein, and the circumstances leading to the commencement of these Chapter 11 Cases.

2. I submit this declaration (the "Declaration") in support of *Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Contracts and/or Leases, Approving Settlement Agreement, and Granting Related Relief* (the "Motion").[2]

3. Unless otherwise stated, all facts set forth herein are based on my personal knowledge, my review of relevant business records of the Debtors, information provided to me by the Debtors' employees and professionals, or my experience and knowledge with respect to the operations and financial affairs of the Debtors. If I were called upon as a witness, I would testify competently to the facts set forth in this Declaration.

4. The Debtors have reviewed their unexpired contracts and leases as part of the sale process and these Chapter 11 Cases to determine which contracts and/or leases may be assumed and assigned to it. After a careful review, the Rejected Agreements are unduly burdensome to the Debtors and their estates in light of the benefits to the Debtors thereunder and will not be assumed and assigned as part of the proposed sale.

5. The Debtors' primary crypto-hosting client is Actinide-89-103-Systems LLC and Seaborgium-106 Systems LLC (collectively, "Elektron"), whose relationship with the Debtors is governed by four Hosting Agreements identified on Schedule 1 to the Motion. Following good-

[2] Capitalized terms not otherwise defined herein shall have the meeting as ascribed to such term as in the Motion.

faith, arm's-length negotiations conducted with the assistance of the Debtors' professionals, LSD and Elektron reached the Settlement Agreement, which resolves all claims, defenses, and other matters between them arising from or relating to the Hosting Agreements. The essential terms of the Settlement Agreement are accurately summarized in the Motion, including the Debtors' obligation to seek rejection of the Hosting Agreements as of July 10, 2026. Based on my personal knowledge, my review of the Debtors' business records, and information provided to me by the Debtors' employees and professionals, I believe that the Settlement Agreement is the product of good-faith, arm's-length negotiations and that its terms are fair, reasonable, and in the best interests of the Debtors, their estates, and their creditors. The Settlement Agreement reflects the relative strength of the Parties' respective positions and provides a prompt and value-maximizing resolution that avoids the substantial litigation risk, cost, expense, and delay that would otherwise attend a fact-intensive dispute over competing reconciliation methodologies and disputed utility amounts, thereby preserving estate resources for the benefit of creditors. In my business judgment, approval of the Settlement Agreement is warranted and in the best interests of the Debtors' estates.

6. Accordingly, the Debtors have determined that immediate rejection of all contracts and/or leases with the counterparties listed on **Schedule 1** annexed to the Motion is in the best interests of the Debtors and their estates. Accordingly, the Debtors seek entry of an order authorizing the rejection of the Rejected Agreements effective as of the Petition Date.

I certify that the foregoing statements made by me are true to the best of my knowledge, information, and belief.

Dated: July 22, 2026

By: */s/ Michael DuFrayne*
MICHAEL DUFRAYNE
Chief Restructuring Officer

EXHIBIT "C"

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement Agreement") is made and entered into this 18th day of June 2026 (the "Execution Date"), by and between Lonestar Dream Inc., on the one hand ("LDI" or "Lonestar"), and Actinide-89-103-Systems LLC ("Actinide") and Seaborgium-106 Systems LLC ("Seaborgium"), on the other hand (collectively, "Elektron"). Lonestar and Elektron are, at times, collectively referred to herein as the "Parties", and each a "Party".

RECITALS:

WHEREAS, the Parties have entered into the following hosting agreements (as amended, supplemented, or otherwise modified from time to time, collectively, the "Hosting Agreements"): (i) Hosting Agreement dated March 24, 2025 between LDI and Actinide with respect to twenty megawatts of capacity located in Pecos, Texas (the "Tarbush Site") (the "Tarbush Hosting Agreement 1"); (ii) Hosting Agreement dated April 22, 2025 between LDI and Actinide with respect to seven megawatts of capacity at the Tarbush Site (together with the Tarbush Hosting Agreement 1, the "Tarbush Hosting Agreements"); (iii) Hosting Agreement dated April 21, 2025 between LDI and Seaborgium with respect to twenty-five megawatts of capacity at the data center located in Pyote, Texas (the "Pyote Site" and, together with the Tarbush Site, collectively, the "Data Centers") (the "Pyote Hosting Agreement 1"); and (iv) Hosting Agreement dated August 20, 2025 between LDI and Seaborgium with respect to three and seven-tenths megawatts of capacity at the Pyote Site (together with the Pyote Hosting Agreement 1, the "Pyote Hosting Agreements").

WHEREAS, the Parties have agreed to terminate the Hosting Agreements as set forth herein and resolve all claims and defenses the Parties have arising out of the Hosting Agreements

and other matters between them, in each case, to the extent set forth in Sections 4 and 5 herein, subject to the exclusions and limitations expressly set forth herein ("Claims").

WHEREAS, the Parties have engaged in good faith, arms' length settlement negotiations with respect to the Claims and have determined that it is in their respective best interests to resolve the disputes among them related to the Hosting Agreements and Claims, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the performance of the covenants and agreements hereinafter contained, the Parties represent, warrant, consent and agree as follows:

1. **Adoption of Recitals**. The Parties adopt the above recitals as being true and correct, and they are incorporated herein as material parts of this Settlement Agreement. Capitalized terms used but not defined herein have the meanings assigned to them in the Hosting Agreements, as applicable.

2. **Settlement Terms and Conditions**.

a. PUE:

i. LDI accepts Elektron's adjustment to the Power Usage Effectiveness calculation and initial reconciliation ("Initial Recon") for the Tarbush and Pyote accounts, for the period March 24, 2025, through and including March 4, 2026 ("Initial Recon Period"). The Initial Recon is attached hereto as Schedule 1.

ii. LDI shall apply the "Initial Recon" methodology to the Pyote account for the Initial Recon Period, the results of which application have been incorporated into the Initial Recon and shall be incorporated into the Final Reconciliation.

iii. The Initial Recon reported $1,344,788.13 ("Initial Recon Amount") due and owing to LDI, which sum Elektron agrees to deposit into the Escrow Account for the benefit of the intended recipient as set forth herein, subject to the release conditions set forth below.

iv. The Parties agree that for all periods commencing on and after March 4, 2026, the Maximum Monthly Power Usage (as set forth in Exhibit "E" to the Hosting Agreements) for both the Tarbush Site and the Pyote Site shall be calculated by reference to a margin factor of 1.10 instead of 1.03, and such factor, and the methodology and all inputs used in the calculation of Maximum Monthly Power Usage shall be final and binding on the Parties, and not subject to any further adjustment, revision, or reconciliation.

v. Subject to Section 2(e), any portion of the Initial Recon Amount that is intended for remittance to TNMP shall not be considered property of LDI but shall be deemed held by LDI's counsel in the Escrow Account solely for the purpose of such remittance and for no other purpose.

vi. The Parties agree to continue their daily settlement practices and to arrive at and agree to a final reconciliation of all sums due under the Hosting Agreements ("Final Reconciliation") as set forth herein for all related accounts, which Final Reconciliation shall remain subject to TNMP final billing for all accounts, including any corrected invoices, meter data adjustments, replacement data, true-ups, or other utility or market settlement adjustments applicable to the relevant billing periods.

b. Warehouse:

i. LDI invoiced Elektron $403,000 for certain warehouse use charges ("Warehouse Charges") at the Pyote Site ("Pyote Warehouse").

ii. LDI agrees to discount the Warehouse Charges by 50% ("Discounted Rate") provided that Elektron remits the sum of $201,500 ("Warehouse Payment") to LDI within ten (10) business days of the Execution Date. The payment of Elektron's Warehouse Payment from the Escrow Account shall be in full satisfaction of any and all claims by LDI for warehouse charges, warehouse use, storage, or occupancy at the Pyote Warehouse, and LDI shall have no claim, or right to claim, any further amounts in respect of thereof.

iii. Elektron will retrieve all of the property that it has stored at the Pyote Warehouse within ten (10) business days of the Execution Date. LDI will take all commercially reasonable steps to facilitate such retrieval. Elektron will leave its occupied portion of the Pyote Warehouse in broom clean condition, reasonable wear and tear excepted (including removal of all trash and debris relating to the removed property and equipment). LDI hereby waives any lien,

right of setoff, recoupment, possessory interest, or other right or claim of any kind against such property.

c. Pyote Pre-Bill:

i. TNMP experienced a metering issue at the Pyote Site during the October 2025 – February 2026 period ("Pre-Billing Period"). Attached as Schedule 2 is a spreadsheet regarding the Pre-Billing Period.

ii. The TNMP metering issue resulted in LDI pre-billing Elektron for $476,788 ("Pre-Bill Amount") of unmetered electricity usage during the Pre-Billing Period.

iii. LDI shall segregate the Pre-Bill Amount directly into an Archer & Greiner, P.C. IOLTA account ("Escrow Account") as Elektron Escrowed Funds (as defined in Section 2(e)(i)) and subject to the Release Date. The Pre-Bill Amount shall not be considered property of LDI or of LDI's bankruptcy estate but shall be deemed held by Archer & Greiner in escrow and constructive trust solely for the purpose of remittance to the appropriate party in accordance with this Section 2(c) and Section 2(e) below and for no other purpose. The Pre-Bill Amount shall be held in trust by Archer & Greiner in its Escrow Account until such time as (x) LDI receives the TNMP final billing and the Final Reconciliation is agreed to by the Parties and (y) the Release Date has occurred. If the amount due for the Pre-Billing Period (which in any event shall be limited to the electricity usage charges arising from TNMP's failure to properly meter the Pyote Site during the Pre-Billing Period) is less than the Pre-Bill Amount, Archer & Greiner shall, subject to Section 2(e), remit from the Pre-Bill Amount to LDI the amount necessary to reimburse LDI for the applicable FlowX/ERCOT electricity charges arising from TNMP's failure to properly meter the Pyote Site during the Pre-Billing Period, and the balance of the Pre-Bill Amount shall be promptly remitted by Archer & Greiner to Elektron. If the amount due for the Pre-Billing Period (which in any event shall be limited to the electricity usage charges arising from TNMP's failure to properly meter the Pyote Site during the Pre-Billing Period) is more than the Pre-Bill Amount, Archer & Greiner shall, subject to Section 2(e), remit the full Pre-Bill Amount to LDI for reimbursement of the applicable FlowX/ERCOT electricity usage charges during the Pre-Billing Period, and Elektron shall deposit the overage into the Escrow Account as Elektron Escrowed Funds for release to LDI subject to Section 2(e).

iv. The Parties agree that any dispute which may arise in connection with the Escrow Account, including payment of any sums therefrom by Archer & Greiner, shall be resolved either (i) by joint written instructions from the Parties to Archer & Greiner as to disposition of the Pre-Bill Amount or any other Elektron Escrowed Funds or (ii) entry of an order by a court of competent jurisdiction as to disposition of the Pre-Bill Amount or any other Elektron Escrowed Funds. The Parties agree to hold Archer & Greiner harmless and shall indemnify Archer & Greiner from and against any claims, damages and losses incurred by Archer & Greiner provided that Archer & Greiner acts in good faith and in accordance with the terms hereof applicable to the Escrow Account, joint written instructions from the Parties or order of a court as set forth herein. Upon payment by Archer & Greiner of the Pre-Bill Amount or any other Elektron Escrowed Funds in accordance with this Settlement Agreement, Archer & Greiner shall have no further obligations with respect to the Escrow Account, or to the Parties related thereto, and may close same. The Parties agree that Archer & Greiner shall not have any conflict of interest in continuing to represent LDI while holding the Pre-Bill Amount or any other Elektron Escrowed Funds in the Escrow Account or in connection with any dispute relating thereto.

v. To the extent not already paid and to the extent required by applicable bankruptcy law, any "first day" motion filed by LDI in bankruptcy court relating to the treatment of utility service providers shall include a request for authorization for Archer & Greiner to hold and, after the Release Date, disburse the Elektron Escrowed Funds, including any Pre-Bill Amount, in accordance with this Settlement Agreement.

d. <u>Hosting Agreement Termination:</u>

i. The Parties agree to continue to operate under the Hosting Agreements, in accordance with the terms thereof (except as such terms are specifically modified herein) until the <u>earlier</u> of (i) July 10, 2026, or (ii) the date when the Bankruptcy Court approves a sale of LDI's assets to a buyer under 11 U.S.C. 363 ("<u>Termination Date</u>"). Notwithstanding anything to the contrary set forth in this Settlement Agreement, if LDI does not commence a bankruptcy case as contemplated in this Settlement Agreement, then the Termination Date shall be July 10, 2026.

ii. Elektron agrees that (a) the Customer Equipment (other than that in the Pyote Warehouse) shall remain at the Data Centers until the occurrence of the Termination Date; (b) LDI shall perform its obligations as host and Service Provider to Elektron on its

Customer Equipment in accordance with the terms of the Hosting Agreements until the Termination Date; (c) upon the occurrence of the Termination Date, Elektron and LDI shall promptly commence the de-racking and retrieval process for all Customer Equipment from the Data Centers, and LDI shall take all commercially reasonable steps to permit and facilitate such retrieval, including all such de-racking and other End of Term tasks, provided that, unless the Parties reach a contrary agreement in writing, Elektron shall arrange for pick-up at its sole cost and expense; (d) Elektron shall arrange with LDI for the retrieval of the Customer Equipment during regular business hours of LDI or at such other times as the Parties may agree; (e) Elektron's retrieval of the Customer Equipment may be supervised by LDI's representative(s), provided that such supervision shall not delay or impede retrieval; (f) Elektron shall be responsible to LDI for any damage to property of LDI or third-parties solely caused by Elektron during its retrieval of the Customer Equipment (other than ordinary wear and tear); (g) Elektron shall provide LDI with proof of customary insurance coverage for property damage and liability prior to picking up the Customer Equipment; (h) prior to LDI commencing any de-racking or other End Of Term Tasks, LDI shall obtain Elektron's prior written consent to the total amount of fees payable for such End Of Term Tasks (such fee amounts shall be calculated in accordance with the Hosting Agreements); any fees for End Of Term Tasks duly owed under the Hosting Agreements shall be remitted by Elektron to LDI on or prior to the pick-up date, which shall in no event be later than ten business days after the Termination Date. LDI shall invoice Elektron prior to the pickup date for such agreed charges under the Hosting Agreements. LDI agrees that it shall take all commercially reasonable steps to permit and facilitate such retrieval efforts consistent with the foregoing, including taking all reasonable measures to ensure that all Customer Equipment is kept safe, secure and free from damage.

iii. Elektron and LDI acknowledge and agree that Elektron's equipment and property (including all Customer Equipment) deployed or otherwise located at the Data Centers is the sole property of Elektron, and LDI has no right, title, or interest in such property or equipment.

iv. Elektron agrees to reasonably cooperate with LDI during LDI's bankruptcy sales process, including virtually meeting with a reasonable number of prospective buyers who express a bona fide interest in discussing the Hosting Agreement(s) with Elektron. Such meetings shall be limited to two meetings per prospective buyer, unless otherwise agreed by Elektron. Such buyers shall be subject to a customary non-disclosure agreement acceptable to

Elektron prior to any such meeting, and Elektron shall have no obligation to (a) disclose any commercially sensitive, proprietary, or competitively sensitive information of Elektron or its affiliates, (b) negotiate, agree to, or accept any amendment, modification, or restructuring of the Hosting Agreements, or (c) make any representation, warranty, or commitment to any prospective buyer. Elektron's cooperation obligations under this Section 2(d)(iv) shall not be construed as a waiver of any of its rights, claims, defenses, or remedies under the Hosting Agreements or applicable law, and no statement or conduct of Elektron in connection with any such meeting shall be deemed an agreement or waiver absent a separate writing signed by Elektron.

v. Elektron and LDI shall reasonably cooperate to ensure the prompt return of that portion of each Energy Deposit (as defined in the applicable Hosting Agreement) funded by or on behalf of Elektron as provided in the applicable Hosting Agreements, and the Parties acknowledge and agree that that portion of each Energy Deposit funded by or on behalf of Elektron under the Hosting Agreements represents the separate property of Elektron and shall not be subject to any claim, setoff or recoupment of LDI or any creditor of LDI.

vi. LDI agrees to file a motion in its bankruptcy case to reject each of the Hosting Agreements, effective as of the Termination Date, at or shortly after the time it files the bankruptcy petition.

e. Escrow and Disbursement of Elektron Escrowed Funds and Backup Pool Payment

i. All amounts payable by Elektron to LDI or for LDI's benefit under this Settlement Agreement, whether payable before, on, or after the Effective Date, including the Initial Recon Amount, the Pre-Bill Amount, any overage owed under Section 2(c)(iii), and any amounts owed to LDI under the Final Reconciliation (collectively, the "Elektron Escrowed Funds"), shall be paid by Elektron or segregated by LDI, as applicable, directly into the Escrow Account (or such other escrow account as the Parties jointly designate in writing) for the benefit of the applicable intended recipient; provided that, unless a different deposit date is expressly specified in this Settlement Agreement, Elektron shall deposit the Initial Recon Amount within ten (10) business days after the Execution Date.

ii. Notwithstanding anything to the contrary in this Settlement Agreement, Archer & Greiner shall hold all Elektron Escrowed Funds in escrow and constructive trust and shall disburse, release, or otherwise transfer all Elektron Escrowed Funds to LDI, TNMP, FlowX, ERCOT, or any other intended recipient upon the

expiration of three (3) days after the Effective Date (the "Release Date"). Upon the occurrence of the Release Date, Archer & Greiner shall release the Elektron Escrowed Funds only in accordance with this Settlement Agreement, joint written instructions of the Parties, or an order of a court of competent jurisdiction.

iii. Within ten (10) business days of the Execution Date, Elektron will pay to LDI an amount equal to $53,920.20, which constitutes the amount due by Elektron to LDI with respect to the backup pool reconciliation (the "Backup Pool Payment").

3. **Effective Date**. The "Effective Date" of this Settlement Agreement shall be earliest date by which all of the following events have occurred: (i) the Parties shall have exchanged executed signature pages to this Agreement, and (ii) the Bankruptcy Court shall have entered the Approval Order (as defined below). If no bankruptcy has been filed by July 10, 2026, the Effective Date shall be July 10, 2026.

4. **General Release of LDI by Elektron**. On the Termination Date, Elektron, its current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, and representatives (collectively the "Elektron Releasors") agrees to and shall be deemed to have fully and generally released and discharged LDI and all of its current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, and representatives (collectively the "LDI Releasees") from and against any and all manner of claims, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys' fees and costs, that any of the Elektron Releasors now have, have had or in the future may have against any of the LDI Releasees arising out of, related to or in connection with, directly or indirectly, the Hosting Agreements (including claims under the Hosting Agreements such as, but not limited to, all historical uptime-related

claims and liquidated damage claims, the "Elektron Released Claims"). Notwithstanding anything herein to the contrary, the release of the LDI Releasees herein shall not release LDI from any of its obligations under this Settlement Agreement, including under the Hosting Agreements except as such obligations have been modified herein, and nothing herein shall release LDI's obligation to return, or otherwise not impede the return of, the Energy Deposits (or portion thereof) to Elektron.

5. **General Release of Elektron by LDI**. On the Termination Date, LDI, its current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, and representatives (collectively the "LDI Releasors") agrees to and shall be deemed to have fully and generally released and discharged Elektron and all of its current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, and representatives (collectively the "Elektron Releasees") from and against any and all manner of claims, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys' fees and costs that any of the LDI Releasors now have, have had or in the future may have against any of the Elektron Releasees arising out of, related to or in connection with, directly or indirectly, the Hosting Agreements (including claims under the Hosting Agreements, the "LDI Released Claims"). Notwithstanding anything herein to the contrary, the release of the Elektron Releasees herein shall not release Elektron from any of its obligations under this Settlement Agreement, including under the Hosting Agreements except as such obligations have been modified herein.

6. **No Admissions.** This Settlement Agreement is entered into for settlement and

compromise of disputed claims, including the LDI Released Claims and the Elektron Released Claims, and shall not be treated as an admission by any Party of any liability or wrongdoing whatsoever or as an admission by any Party of any violation of the rights of any other Party or person, or the violation of any law, statute, regulation, duty, or contract whatsoever. By entering into this Settlement Agreement, the Parties do so solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person.

7. **Attorneys' Fees and Costs.** Each Party will bear its own expenses, including any costs or attorneys' fees incurred in connection with this Settlement Agreement.

8. **Notices**. Any notice required or permitted to be given pursuant to any provision of this Settlement Agreement shall be given in writing and delivered in person, by overnight mail, or via e-mail to the addresses set forth below (or to such other addresses designated in writing from time to time), and any such email shall be deemed delivered on the date sent unless the sender receives indicia of a transmission failure:

PARTY	NOTICE TO:
LDI	**STEPHEN M. PACKMAN, ESQ.** spackman@archerlaw.com ARCHER & GREINER, P.C. Three Logan Square 1717 Arch Street, Suite 3500 Philadelphia, PA 19103 Telephone: (215) 963-3300 Direct: (215) 246-3147

PARTY	NOTICE TO:
ELEKTRON	legal@elektron-energy.com and **MICHAEL P. COOLEY, ESQ.** mpcooley@reedsmith.com REED SMITH LLP 2850 North Hardwood Street Suite 1500 Dallas, Tx 75201 Telephone: (469) 680-4200 Direct: (469) 680-4213

or to such other address as the party to whom notice is to be given may, from time to time, designate in writing delivered in a like manner. All such notices shall be deemed received as of the next business delivery day when sent via overnight delivery as set forth herein.

9. **Entire Agreement.** This Settlement Agreement constitutes the only existing and binding agreement of settlement among the Parties, and the Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied in entering into this Settlement Agreement, unless expressly set forth herein. This Settlement Agreement shall not be modified except by written agreement signed by all Parties. Except as expressly modified herein, the Hosting Agreements shall remain in full force and effect through the Termination Date.

10. **Parties Affected.** This Settlement Agreement shall inure to the benefit of the Parties and their successors and assigns.

11. **Governing Law.** The Parties agree that this Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to conflict of law principles.

12. **Acknowledgment of Terms.** The Parties have read and understand the terms of

this Settlement Agreement, have consulted with their respective counsel, and understand and acknowledge the significance and consequence of each such term. No Party is relying on information provided by or from the other Party in entering this Settlement Agreement and there are no duties of disclosure by either Party to the other. This Settlement Agreement was executed after arm's length negotiations between the Parties and their respective counsel and reflects the conclusion of the Parties that this Settlement Agreement is in the best interests of the Parties. Each Party represents and warrants that the person executing this Settlement Agreement on his, her, or its behalf has all authority and legal right to do so and separately acknowledges and represents that this representation and warranty is an essential and material provision of this settlement and shall survive execution of this Settlement Agreement.

13. **Advice of Counsel.** The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Settlement Agreement, have read this Settlement Agreement, and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of same. The Parties have had the Settlement Agreement fully explained to them by their respective counsel and understand the terms and provisions of this Settlement Agreement and its nature and effect. The Parties further represent that they are entering into this Settlement Agreement freely and voluntarily, relying solely upon the advice of their own counsel, and not relying on the representation of any other Party or of counsel for any other Party.

14. **Neutral Interpretation.** In the event any dispute arises among the Parties regarding the interpretation of any term of this Settlement Agreement, all of the Parties shall be considered collectively to be the drafting party and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable.

15. **Execution of Documents.** This Settlement Agreement may be executed in counterparts, that is, all signatures need not appear on the same copy and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. All such executed copies shall together constitute the complete Settlement Agreement. The Parties may execute this Settlement Agreement and create a complete set of signatures by exchanging PDF copies of the executed signature pages. Signatures transmitted in PDF format shall have the same effect as original signatures.

16. **Execution Authority.** By execution below, consistent with this Settlement Agreement, each Party agrees and affirmatively represents that it has the full capacity and authority to execute, perform, and be bound by each and every term of this Settlement Agreement; and that if its undersigned counsel is executing this Settlement Agreement on its behalf, that such counsel is qualified and has the authority to do so and to bind its client to the terms of this Settlement Agreement as if the Party had actually signed the Settlement Agreement.

17. **Divisions and Headings.** The divisions of this Settlement Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Settlement Agreement.

18. **Waiver**. The failure of a Party to enforce any provision or provisions of this Settlement Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that Party thereafter from enforcing each and every other provision of this Settlement Agreement. The rights granted the Parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such Party's right to assert all other legal remedies available to it under the circumstances. No extension of time of

performance of an act or obligation under this Settlement Agreement shall constitute an extension of time of performance of any other act or obligation.

19. **Cooperation**. The Parties agree to cooperate with each other to the extent necessary and commercially reasonable. The Parties also agree to promptly execute and deliver such further documents and take such other actions as may be reasonably necessary to carry out the purpose and intent of this Settlement Agreement.

20. **Bankruptcy Court Approval**. This Settlement Agreement and all of its terms and conditions shall be subject to the entry of an order (the "Approval Order") of the Bankruptcy Court in LDI's bankruptcy case approving the Settlement Agreement and authorizing LDI as debtor and debtor in possession to consummate such agreement. In the event the Bankruptcy Court does not approve this Settlement Agreement within thirty days after the commencement of such bankruptcy case, this Settlement Agreement shall be null and void and of no further force or effect, all Elektron Escrowed Funds deposited by Elektron shall be promptly returned to Elektron, and the Parties shall be restored to their respective positions as if this Settlement Agreement had not been executed.

21. **No Public Statements**. The Parties agree to make no public statement disparaging any of the other Parties. The Parties agree that there will be no press releases or public announcements of the settlement reflected in this Settlement Agreement, other than the motion seeking Bankruptcy Court approval of the termination of the Hosting Agreements and the Termination Date.

22. **Confidentiality**. The terms and conditions of this Settlement Agreement are confidential; provided, however, that either Party may disclose this Settlement Agreement and its terms (a) to its directors, officers, employees, attorneys, accountants, tax advisors, financial advisors, auditors, lenders, investors, and similar advisors and representatives who have a need to

know and are bound by customary confidentiality obligations, (b) as required by applicable law, rule, regulation, court order, or stock exchange requirement, including in connection with any filing or hearing in the bankruptcy case in which this Settlement Agreement is approved, and (c) in connection with the enforcement of this Settlement Agreement. The Parties acknowledge that this Settlement Agreement will be filed publicly in connection with the motion seeking the Approval Order and accordingly will become public upon such filing.

23. **Time is of the Essence**. The time for performance of the Parties hereunder is of the essence of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date first written above.

LONESTAR DREAM INC.

By: _____

Name/Title: *Zhibiao Pan / CEO*

ACTINIDE-89-103 SYSTEMS LLC
BY: NUTRON HOLDINGS LLC, ITS SOLE MEMBER
BY: NUTRON HOLDINGS PARENT INC., ITS SOLE MEMBER

By: _____ Signed by: Brian Melville 9679CC79F7AB41E...
Name: Brian Melville
Title: President

SEABORGIUM-106 SYSTEMS LLC
BY: NUTRON HOLDINGS LLC, ITS SOLE MEMBER
BY: NUTRON HOLDINGS PARENT INC., ITS SOLE MEMBER

By: _____ Signed by: Brian Melville 9679CC79F7AB41E...
Name: Brian Melville
Title: President

SCHEDULE 1

Contract	Site	Total Hosting Fee	Total Daily Payments	Net Balance Due / Owed
Lonestar Pyote 25MW S21H v7	Pyote	$9,631,865.72	$10,055,059.01	-$423,193.29
Lonestar Pyote 3.2MW S21Pro v7	Pyote	$740,964.84	$535,843.94	$205,120.89
Lonestar Tarbush 20MW T21 v7	Tarbush	$9,907,349.53	$8,333,316.63	$1,574,032.89
Lonestar Tarbush 7MW S21 v7	Tarbush	$1,990,116.35	$2,001,288.72	-$11,172.37
		$22,270,296.43	**$20,925,508.30**	**1,344,788.13**

Contract	Billing Cycle	Earnings	Electricity kWh	Electricity Cost	Ops Fee	Profit Share	Hosting Fee	Daily Payments	Recon Amount	Cap	PUE
Lonestar Pyote 25MW S21H v7	04/09/25 - 05/09/25	$356,389.65	1,892,144.67	$88,301.26	$0.00	$67,022.10	$141,910.85	$92,937.22	$48,973.63	cap	0.96
Lonestar Pyote 25MW S21H v7	05/09/25 - 06/09/25	$1,033,623.17	6,906,039.00	$389,414.21	$0.00	$161,052.24	$517,952.92	$456,841.34	$61,111.58	cap	1.19
Lonestar Pyote 25MW S21H v7	06/09/25 - 07/09/25	$2,075,818.25	12,883,428.92	$687,433.75	$0.00	$347,096.12	$966,257.17	$1,105,330.96	-$139,073.79	cap	1.12
Lonestar Pyote 25MW S21H v7	07/09/25 - 08/08/25	$2,216,430.76	13,165,593.08	$722,785.40	$0.00	$373,411.34	$987,419.48	$1,234,633.20	-$247,213.72	cap	1.11
Lonestar Pyote 25MW S21H v7	08/08/25 - 09/08/25	$2,421,248.87	15,733,514.59	$1,035,763.08	$0.00	$346,371.45	$1,180,013.59	$1,320,585.17	-$140,571.57	cap	1.16
Lonestar Pyote 25MW S21H v7	09/08/25 - 10/08/25	$2,242,089.11	15,357,521.46	$850,083.44	$0.00	$348,001.42	$1,151,814.11	$1,236,070.18	-$84,256.08	cap	1.15
Lonestar Pyote 25MW S21H v7	10/08/25 - 11/07/25	$1,903,978.03	13,552,468.94	$721,132.23	$0.00	$295,711.45	$1,016,435.17	$1,054,172.55	-$37,737.38	cap	1.07
Lonestar Pyote 25MW S21H v7	11/07/25 - 12/08/25	$1,575,210.58	13,539,251.47	$831,237.26	$0.00	$185,993.33	$1,015,443.86	$861,895.85	$153,548.01	cap	1.06
Lonestar Pyote 25MW S21H v7	12/08/25 - 1/07/26	$1,609,780.67	14,545,978.10	$729,492.44	$0.00	$220,072.06	$949,564.50	$885,450.09	$64,114.41	stack	1.1
Lonestar Pyote 25MW S21H v7	01/07/26 - 02/06/26	$1,484,126.07	12,963,357.72	$724,410.82	$0.00	$189,928.81	$914,339.63	$812,826.62	$101,513.01	stack	1.08
Lonestar Pyote 25MW S21H v7	02/06/26 - 03/09/26	$1,417,556.09	15,493,196.54	$581,767.21	$0.00	$208,947.22	$790,714.43	$994,315.83	-$203,601.40	stack	1.1
Lonestar Pyote 3.2MW S21Pro v7	08/08/25 - 09/08/25	$157,814.03	1,212,258.83	$80,008.24	$3,879.23	$15,561.16	$90,919.41	$59,012.21	$31,907.20	cap	1.16
Lonestar Pyote 3.2MW S21Pro v7	09/08/25 - 10/08/25	$292,061.56	2,244,484.56	$125,939.03	$7,182.35	$33,224.51	$166,345.89	$117,175.47	$49,170.42	stack	1.15
Lonestar Pyote 3.2MW S21Pro v7	10/08/25 - 11/07/25	$258,531.93	2,093,125.00	$107,963.75	$6,698.00	$30,113.64	$144,775.39	$103,664.46	$41,110.93	stack	1.07
Lonestar Pyote 3.2MW S21Pro v7	11/07/25 - 12/08/25	$198,822.08	1,871,883.00	$120,710.99	$5,990.03	$15,622.22	$140,391.23	$79,675.49	$60,715.73	cap	1.06
Lonestar Pyote 3.2MW S21Pro v7	12/08/25 - 01/07/26	$123,325.61	1,281,988.06	$64,611.87	$4,102.36	$11,742.75	$80,456.98	$60,955.68	$19,501.30	stack	1.1
Lonestar Pyote 3.2MW S21Pro v7	01/07/26 - 02/06/26	$97,315.74	978,311.53	$52,855.57	$3,130.60	$8,892.04	$64,878.20	$52,992.89	$11,885.31	stack	1.08
Lonestar Pyote 3.2MW S21Pro v7	02/06/25 - 03/08/26	$88,216.30	1,076,820.00	$40,135.83	$3,445.82	$9,616.09	$53,197.75	$62,367.75	-$9,170.00	stack	1.1
Lonestar Tarbush 20MW T21 v7	03/25/25 - 04/04/25	$96,653.52	1,162,350.68	$56,199.00	$1,394.82	$12,136.36	$69,730.18	$41,111.30	$28,618.87	stack	1.47
Lonestar Tarbush 20MW T21 v7	04/04/25 - 05/05/25	$1,124,257.80	12,531,456.38	$518,326.59	$15,037.75	$181,779.36	$715,143.70	$607,933.19	$107,210.51	stack	1.12
Lonestar Tarbush 20MW T21 v7	05/05/25 - 05/20/25	$615,221.56	5,869,607.44	$270,426.00	$7,043.53	$103,438.67	$380,908.20	$342,119.64	$38,788.55	stack	1.13
Lonestar Tarbush 20MW T21 v7	05/20/25 - 06/04/25	$675,645.02	6,283,889.91	$287,824.10	$7,540.67	$116,346.28	$411,711.04	$369,333.57	$42,377.47	stack	1.13
Lonestar Tarbush 20MW T21 v7	06/04/25 - 07/03/25	$1,459,324.61	14,035,677.58	$619,978.39	$16,842.81	$251,803.87	$888,625.07	$795,172.04	$93,453.03	stack	1.13
Lonestar Tarbush 20MW T21 v7	07/03/25 - 08/01/25	$1,512,717.77	13,371,902.02	$640,656.04	$16,046.28	$261,618.52	$918,320.84	$847,512.65	$70,808.19	stack	1.15
Lonestar Tarbush 20MW T21 v7	08/01/25 - 09/02/25	$1,588,312.90	14,909,534.77	$847,520.61	$17,891.44	$222,237.69	$1,087,649.74	$858,384.59	$229,265.14	stack	1.16
Lonestar Tarbush 20MW T21 v7	09/02/25 - 10/02/25	$1,696,333.52	16,391,423.62	$825,930.52	$19,669.71	$261,120.90	$1,106,721.12	$937,098.32	$169,622.80	stack	1.1
Lonestar Tarbush 20MW T21 v7	10/02/25 - 11/03/25	$1,505,642.15	15,261,288.15	$752,811.56	$18,313.55	$225,849.18	$996,974.28	$834,063.86	$162,910.43	stack	1.07
Lonestar Tarbush 20MW T21 v7	11/03/25 - 12/03/25	$1,284,991.91	15,812,749.14	$764,704.77	$18,975.30	$156,086.14	$939,766.21	$713,937.22	$225,828.99	stack	1.06
Lonestar Tarbush 20MW T21 v7	12/03/25 - 01/02/26	$1,203,076.22	15,880,056.37	$723,527.90	$19,056.07	$143,864.50	$886,448.46	$650,370.09	$236,078.38	stack	1.1
Lonestar Tarbush 20MW T21 v7	01/02/25 - 02/02/26	$1,096,945.62	13,760,920.50	$578,361.13	$16,513.10	$155,575.35	$750,449.58	$615,453.71	$134,995.87	stack	1.08
Lonestar Tarbush 20MW T21 v7	02/02/26 - 03/04/26	$927,283.97	15,892,654.79	$441,719.78	$19,071.19	$145,669.26	$754,901.10	$720,826.44	$34,074.66	Floor	1.11
Lonestar Tarbush 7MW S21 v7	04/04/25 - 05/04/25	$52,399.64	428,885.48	$19,011.18	$1,372.43	$6,677.69	$27,061.30	$18,611.62	$8,449.69	stack	1.12
Lonestar Tarbush 7MW S21 v7	05/05/25 - 06/04/25	$583,329.36	4,333,356.02	$208,564.95	$13,866.74	$74,952.88	$297,384.57	$259,538.26	$37,846.31	stack	1.13
Lonestar Tarbush 7MW S21 v7	06/04/25 - 07/03/25	$539,108.06	4,097,878.61	$182,990.54	$13,113.21	$71,223.50	$267,327.25	$283,537.39	-$16,210.14	stack	1.13
Lonestar Tarbush 7MW S21 v7	07/03/25 - 08/01/25	$506,711.29	3,536,954.72	$170,936.98	$11,318.26	$67,154.86	$249,410.10	$283,432.21	-$34,022.12	stack	1.15
Lonestar Tarbush 7MW S21 v7	08/01/25 - 09/02/25	$430,926.05	3,200,482.51	$182,513.86	$10,241.54	$49,682.44	$240,036.19	$235,562.70	$4,473.49	cap	1.16
Lonestar Tarbush 7MW S21 v7	09/02/25 - 10/02/25	$375,415.75	2,863,616.52	$145,613.76	$9,163.57	$45,960.40	$200,737.73	$208,020.24	-$7,282.51	stack	1.1
Lonestar Tarbush 7MW S21 v7	10/02/25 - 11/03/25	$351,309.43	2,812,966.01	$139,669.05	$9,001.49	$42,328.08	$190,998.62	$194,091.14	-$3,092.52	stack	1.07
Lonestar Tarbush 7MW S21 v7	11/03/25 - 12/03/25	$238,409.78	2,307,677.64	$111,670.48	$7,384.57	$25,347.86	$144,402.91	$133,669.87	$10,733.04	stack	1.06
Lonestar Tarbush 7MW S21 v7	12/03/25 - 1/02/26	$216,868.98	2,265,952.38	$103,256.91	$7,251.05	$22,722.42	$133,230.37	$116,947.43	$16,282.94	stack	1.1
Lonestar Tarbush 7MW S21 v7	01/02/26 - 02/02/26	$198,985.45	1,970,032.40	$82,816.29	$6,304.10	$23,233.83	$112,354.23	$112,716.54	-$362.31	stack	1.08
Lonestar Tarbush 7MW S21 v7	02/02/26 - 03/04/26	$208,685.70	2,677,328.11	$74,385.82	$8,567.45	$26,859.98	$127,173.09	$155,161.32	-$27,988.23	Floor	1.11
		$38,040,894.56	**$338,450,007.21**	**$16,703,462.56**	**$325,409.02**	**$5,562,049.92**	**$22,270,296.43**	**$20,925,508.30**	**$1,344,788.13**		

Contract	Billing Cycle	Earnings	Electricity kWh	Electricity Cost	Ops Fee	Profit Share	Hosting Fee	Daily Payments	Recon Amount
Lonestar Pyote 25MW S21H v7	04/09/25 - 05/09/25	$356,389.65	1,892,144.67	$88,301.26	$0.00	$67,022.10	$141,910.85	$92,937.22	$48,973.63
Lonestar Pyote 25MW S21H v7	05/09/25 - 06/09/25	$1,033,623.17	6,906,039.00	$389,414.21	$0.00	$161,052.24	$517,952.92	$456,841.34	$61,111.58
Lonestar Pyote 25MW S21H v7	06/09/25 - 07/09/25	$2,075,818.25	12,883,428.92	$687,433.75	$0.00	$347,096.12	$966,257.17	$1,105,330.96	-$139,073.79
Lonestar Pyote 25MW S21H v7	07/09/25 - 08/08/25	$2,216,430.76	13,165,593.08	$722,785.40	$0.00	$373,411.34	$987,419.48	$1,234,633.20	-$247,213.72
Lonestar Pyote 25MW S21H v7	08/08/25 - 09/08/25	$2,421,248.87	15,733,514.59	$1,035,763.08	$0.00	$346,371.45	$1,180,013.59	$1,320,585.17	-$140,571.57
Lonestar Pyote 25MW S21H v7	09/08/25 - 10/08/25	$2,242,089.11	15,357,521.46	$850,083.44	$0.00	$348,001.42	$1,151,814.11	$1,236,070.18	-$84,256.08
Lonestar Pyote 25MW S21H v7	10/08/25 - 11/07/25	$1,903,978.03	13,552,468.94	$721,132.23	$0.00	$295,711.45	$1,016,435.17	$1,054,172.55	-$37,737.38
Lonestar Pyote 25MW S21H v7	11/07/25 - 12/08/25	$1,575,210.58	13,539,251.47	$831,237.26	$0.00	$185,993.33	$1,015,443.86	$861,895.85	$153,548.01
Lonestar Pyote 25MW S21H v7	12/08/25 - 1/07/26	$1,609,780.67	14,545,978.10	$729,492.44	$0.00	$220,072.06	$949,564.50	$885,450.09	$64,114.41
Lonestar Pyote 25MW S21H v7	01/07/26 - 02/06/26	$1,484,126.07	12,963,357.72	$724,410.82	$0.00	$189,928.81	$914,339.63	$812,826.62	$101,513.01
Lonestar Pyote 25MW S21H v7	02/06/26 - 03/09/26	$1,417,556.09	15,493,196.54	$581,767.21	$0.00	$208,947.22	$790,714.43	$994,315.83	-$203,601.40
Lonestar Pyote 3.2MW S21Pro v7	08/08/25 - 09/08/25	$157,814.03	1,212,258.83	$80,008.24	$3,879.23	$15,561.16	$90,919.41	$59,012.21	$31,907.20
Lonestar Pyote 3.2MW S21Pro v7	09/08/25 - 10/08/25	$292,061.56	2,244,484.56	$125,939.03	$7,182.35	$33,224.51	$166,345.89	$117,175.47	$49,170.42
Lonestar Pyote 3.2MW S21Pro v7	10/08/25 - 11/07/25	$258,531.93	2,093,125.00	$107,963.75	$6,698.00	$30,113.64	$144,775.39	$103,664.46	$41,110.93
Lonestar Pyote 3.2MW S21Pro v7	11/07/25 - 12/08/25	$198,822.08	1,871,883.00	$120,710.99	$5,990.03	$15,622.22	$140,391.23	$79,675.49	$60,715.73
Lonestar Pyote 3.2MW S21Pro v7	12/08/25 - 01/07/26	$123,325.61	1,281,988.06	$64,611.87	$4,102.36	$11,742.75	$80,456.98	$60,955.68	$19,501.30
Lonestar Pyote 3.2MW S21Pro v7	01/07/26 - 02/06/26	$97,315.74	978,311.53	$52,855.57	$3,130.60	$8,892.04	$64,878.20	$52,992.89	$11,885.31
Lonestar Pyote 3.2MW S21Pro v7	02/06/25 - 03/08/26	$88,216.30	1,076,820.00	$40,135.83	$3,445.82	$9,616.09	$53,197.75	$62,367.75	-$9,170.00
Lonestar Tarbush 20MW T21 v7	03/25/25 - 04/04/25	$96,653.52	1,162,350.68	$56,199.00	$1,394.82	$12,136.36	$69,730.18	$41,111.30	$28,618.87
Lonestar Tarbush 20MW T21 v7	04/04/25 - 05/05/25	$1,124,257.80	12,531,456.38	$518,326.59	$15,037.75	$181,779.36	$715,143.70	$607,933.19	$107,210.51
Lonestar Tarbush 20MW T21 v7	05/05/25 - 05/20/25	$615,221.56	5,869,607.44	$270,426.00	$7,043.53	$103,438.67	$380,908.20	$342,119.64	$38,788.55
Lonestar Tarbush 20MW T21 v7	05/20/25 - 06/04/25	$675,645.02	6,283,889.91	$287,824.10	$7,540.67	$116,346.28	$411,711.04	$369,333.57	$42,377.47
Lonestar Tarbush 20MW T21 v7	06/04/25 - 07/03/25	$1,459,324.61	14,035,677.58	$619,978.39	$16,842.81	$251,803.87	$888,625.07	$795,172.04	$93,453.03
Lonestar Tarbush 20MW T21 v7	07/03/25 - 08/01/25	$1,512,717.77	13,371,902.02	$640,656.04	$16,046.28	$261,618.52	$918,320.84	$847,512.65	$70,808.19
Lonestar Tarbush 20MW T21 v7	08/01/25 - 09/02/25	$1,588,312.90	14,909,534.77	$847,520.61	$17,891.44	$222,237.69	$1,087,649.74	$858,384.59	$229,265.14
Lonestar Tarbush 20MW T21 v7	09/02/25 - 10/02/25	$1,696,333.52	16,391,423.62	$825,930.52	$19,669.71	$261,120.90	$1,106,721.12	$937,098.32	$169,622.80
Lonestar Tarbush 20MW T21 v7	10/02/25 - 11/03/25	$1,505,642.15	15,261,288.15	$752,811.56	$18,313.55	$225,849.18	$996,974.28	$834,063.86	$162,910.43
Lonestar Tarbush 20MW T21 v7	11/03/25 - 12/03/25	$1,284,991.91	15,812,749.14	$764,704.77	$18,975.30	$156,086.14	$939,766.21	$713,937.22	$225,828.99
Lonestar Tarbush 20MW T21 v7	12/03/25 - 01/02/26	$1,203,076.22	15,880,056.37	$723,527.90	$19,056.07	$143,864.50	$886,448.46	$650,370.09	$236,078.38
Lonestar Tarbush 20MW T21 v7	01/02/25 - 02/02/26	$1,096,945.62	13,760,920.50	$578,361.13	$16,513.10	$155,575.35	$750,449.58	$615,453.71	$134,995.87
Lonestar Tarbush 20MW T21 v7	02/02/26 - 03/04/26	$927,283.97	15,892,654.79	$441,719.78	$19,071.19	$145,669.26	$754,901.10	$720,826.44	$34,074.66
Lonestar Tarbush 7MW S21 v7	04/04/25 - 05/04/25	$52,399.64	428,885.48	$19,011.18	$1,372.43	$6,677.69	$27,061.30	$18,611.62	$8,449.69
Lonestar Tarbush 7MW S21 v7	05/05/25 - 06/04/25	$583,329.36	4,333,356.02	$208,564.95	$13,866.74	$74,952.88	$297,384.57	$259,538.26	$37,846.31
Lonestar Tarbush 7MW S21 v7	06/04/25 - 07/03/25	$539,108.06	4,097,878.61	$182,990.54	$13,113.21	$71,223.50	$267,327.25	$283,537.39	-$16,210.14
Lonestar Tarbush 7MW S21 v7	07/03/25 - 08/01/25	$506,711.29	3,536,954.72	$170,936.98	$11,318.26	$67,154.86	$249,410.10	$283,432.21	-$34,022.12
Lonestar Tarbush 7MW S21 v7	08/01/25 - 09/02/25	$430,926.05	3,200,482.51	$182,513.86	$10,241.54	$49,682.44	$240,036.19	$235,562.70	$4,473.49
Lonestar Tarbush 7MW S21 v7	09/02/25 - 10/02/25	$375,415.75	2,863,616.52	$145,613.76	$9,163.57	$45,960.40	$200,737.73	$208,020.24	-$7,282.51
Lonestar Tarbush 7MW S21 v7	10/02/25 - 11/03/25	$351,309.43	2,812,966.01	$139,669.05	$9,001.49	$42,328.08	$190,998.62	$194,091.14	-$3,092.52
Lonestar Tarbush 7MW S21 v7	11/03/25 - 12/03/25	$238,409.78	2,307,677.64	$111,670.48	$7,384.57	$25,347.86	$144,402.91	$133,669.87	$10,733.04
Lonestar Tarbush 7MW S21 v7	12/03/25 - 1/02/26	$216,868.98	2,265,952.38	$103,256.91	$7,251.05	$22,722.42	$133,230.37	$116,947.43	$16,282.94
Lonestar Tarbush 7MW S21 v7	01/02/26 - 02/02/26	$198,985.45	1,970,032.40	$82,816.29	$6,304.10	$23,233.83	$112,354.23	$112,716.54	-$362.31
Lonestar Tarbush 7MW S21 v7	02/02/26 - 03/04/26	$208,685.70	2,677,328.11	$74,385.82	$8,567.45	$26,859.98	$127,173.09	$155,161.32	-$27,988.23
		$38,040,894.56	**$338,450,007.21**	**$16,703,462.56**	**$325,409.02**	**$5,562,049.92**	**$22,270,296.43**	**$20,925,508.30**	**$1,344,788.13**

SCHEDULE 2

Contract Name	Billing Cycle	Recon kWh	Utility Billed kWh	kWh Difference	Recon Electricity Cost	Binding Status	Effective Recon Electricity Cost Used	Utility Billed Cost	Amount to Set Aside
Pyote 25MW S21H v7	09/08/2025 - 10/08/2025	15,357,521.46	14,287,733.22	1,069,788.23	$850,083.44	cap	$788,389.11	$809,297.90	$0.00
Pyote 3.2MW S21Pro v7	09/08/2025 - 10/08/2025	2,244,484.56	2,076,544.87	167,939.69	$125,939.03	stack	$125,939.03	$117,621.42	$8,317.61
Pyote 25MW S21H v7	10/08/2025 - 11/07/2025	13,552,468.94	13,235,482.14	316,986.80	$721,132.23	cap	$720,587.55	$684,346.79	$36,240.76
Pyote 3.2MW S21Pro v7	10/08/2025 - 11/07/2025	2,093,125.00	1,807,731.67	285,393.33	$107,963.75	stack	$107,963.75	$93,469.61	$14,494.14
Pyote 25MW S21H v7	11/07/2025 - 12/08/2025	13,539,251.47	12,047,795.14	1,491,456.33	$831,237.26	cap	$828,854.95	$738,517.03	$90,337.93
Pyote 3.2MW S21Pro v7	11/07/2025 - 12/08/2025	1,871,883.00	1,521,302.14	350,580.86	$120,710.99	cap	$118,295.98	$93,254.20	$25,041.78
Pyote 25MW S21H v7	12/08/2025 - 01/07/2026	14,545,978.10	12,217,957.77	2,328,020.32	$729,492.44	stack	$729,492.44	$613,552.10	$115,940.34
Pyote 3.2MW S21Pro v7	12/08/2025 - 01/07/2026	1,281,988.06	1,124,882.68	157,105.39	$64,611.87	stack	$64,611.87	$56,488.50	$8,123.37
Pyote 25MW S21H v7	01/07/2026 - 02/06/2026	12,963,357.72	11,345,821.53	1,617,536.19	$724,410.82	stack	$724,410.82	$627,859.80	$96,551.02
Pyote 3.2MW S21Pro v7	01/07/2026 - 02/06/2026	978,311.53	830,984.47	147,327.06	$52,855.57	stack	$52,855.57	$45,985.36	$6,870.20
Pyote 25MW S21H v7	02/06/2026 - 03/09/2026	15,493,196.54	13,718,263.20	1,774,933.34	$581,767.21	stack	$581,767.21	$514,133.20	$67,634.01
Pyote 3.2MW S21Pro v7	02/06/2026 - 03/09/2026	1,076,820.00	878,086.87	198,733.13	$40,135.83	stack	$40,135.83	$32,908.95	$7,226.88
Total		**94,998,386.37**	**85,092,585.70**	**9,905,800.67**	**$4,950,340.43**		**$4,883,304.11**	**$4,427,434.86**	**$476,778.04**