Docket #0052 Date Filed: 07/27/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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**Order Filed on July 27, 2026**
**by Clerk**
**U.S. Bankruptcy Court**
**District of New Jersey**

In re:

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

Debtors.

Case No. 26-18325 (EJO)

Chapter 11

(Jointly Administered)

Hearing Date: 7/27/2026 at 11:00 a.m.

Judge: Eamonn J. O'Hagan

**INTERIM ORDER AUTHORIZING (I) THE CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, ON A LIMITED BASIS; (II) THE CONTINUED INTERIM USE OF A PNC OPERATING BANK ACCOUNT, CRYPTOCURRENCY EXCHANGE ACCOUNTS, RAMP CREDIT CARD ACCOUNT AND BUSINESS FORMS; AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through sixteen (16), is

**ORDERED**.

**DATED: July 27, 2026**

Honorable Eamonn J. O'Hagan
United States Bankruptcy Judge

[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, La

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Upon consideration of the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing the continued use of existing cash management system, on a limited basis; (ii) authorizing the continued interim use of a PNC pre-petition operating bank account, cryptocurrency exchange accounts, ramp system credit card account and related business forms; (iii) prohibiting the Debtors' banks and financial institutions from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting such other and further relief as more fully set forth in the Motion; 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb C.J.); 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 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

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

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** on an interim basis as set forth herein.

2. A final hearing on the Motion (the "Final Hearing") shall be held on **August 20, 2026, at 11:00 a.m. prevailing eastern time**. Any objections or responses to entry of a final order on the Motion, if any, must be filed **on or before 4:00 p.m., prevailing eastern time, August 13, 2026**. Any party-in-interest objecting to the relief sought at the Final Hearing or the Proposed Final Order shall file and serve a written objection, which objection shall be served upon: (i) proposed counsel to the Debtors, Archer & Griener, P.C. 1025 Laurel Oak Road, Voorhees, NJ 08043, Attn: Stephen M. Packman, Esq. (spackman@archerlaw.com), Douglas G. Leney, Esq. (dleney@archerlaw.com), Natasha M. Songonuga, Esq. (nsongonuga@archerlaw.com), and Alexander J. Andrews, Esq. (aandrews@archerlaw.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center,1085 Raymond Boulevard,, Suite 2100, Newark, NJ 07102, Attn. Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Rachel Wolf (rachel.wolf@usdoj.gov); and (iii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections to entry of the Proposed Final Order on the Motion are timely filed, this Court may enter the Proposed Final Order without need for the Final Hearing. The Debtors shall file a notice of the Final Hearing within two (2) business days after entry of this Interim Order.

3. On an interim basis, the Debtors are authorized, but not directed, to (a) maintain and continue to use their Cash Management System, on a limited basis as described in the Motion, and honor any prepetition obligations related to the use thereof; (b) continue to use the 7149 Account on a short, interim basis and, convert the 7149 Account to a debtor in possession account (if permitted by PNC) or open a new debtor in possession account with PNC or another authorized bank ("New DIP Account") within fifteen (15) days of entry of this Interim Order; (c) continue to use the Exchange Accounts on a limited basis solely for the purposes described in the Motion, and close each Exchange Account upon completion of such purposes, it being understood that the Exchange Accounts are not, and cannot be maintained as, debtor in possession accounts; (d) continue to use the Ramp Credit Card Platform on a limited basis solely for the purposes described in the Motion; (e) deposit funds in and withdraw funds from the Bank Accounts by all the usual means, including checks, electronic fund transfers, ACH transfers, and other debits or electronic means; and (f) open a new debtor in possession account with PNC in accordance with the terms set forth herein; provided that in the case of each of clauses (a) through (f), such action is taken in the ordinary course of business and consistent with prepetition practices and as further set forth herein. Subject to paragraph 12 below, in the event the Debtors open a New DIP Account with a bank other than PNC, the Debtors are authorized to, and PNC shall permit the Debtors to wire the funds in the 7149 Account to the New DIP Account and the Debtors shall then close the PNC Account.

4. The Debtors are authorized, but not directed, on an interim basis, to continue using, in their present form, all preprinted correspondence and Business Forms, (including but not limited to checks and other documents) relating to the Bank Accounts existing immediately before the Petition Date, and maintain and continue using, in their present forms, the Books and Records; provided, that once the Debtors have exhausted their existing stock of Business Forms including checks and other documents relating to the Bank Accounts, the Debtors shall obtain new Business Forms including checks and other documents relating to the Bank Accounts reflecting their status as "Debtors in Possession" and include the corresponding lead bankruptcy case number on all Business Forms including checks and other documents relating to the Bank Accounts . To the extent the Debtors print any new checks or use any electronic Business Forms, they shall include the "Debtor in Possession" designation and the corresponding lead bankruptcy case number on all such checks within fourteen (14) days of entry of this Interim Order.

5. Except as otherwise provided in this Interim Order and only to the extent funds are available in each applicable Bank Account, all Banks at which the Bank Accounts are maintained are directed, on an interim basis, to continue to service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption, and in the ordinary course, and to receive, process, honor, and pay all checks, drafts, electronic fund transfers, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such Banks are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided*

that, subject to paragraph twenty-two (22) of this Interim Order, the Debtors shall instruct or request any Bank to pay or honor any check, draft, or other payment issued on a Bank Account prior to the Petition Date but presented to such for payment after the Petition Date only as authorized by an order of this Court.

6. On an interim basis, the Banks are authorized to charge, and the Debtors are authorized to pay, honor, or satisfy any reasonable Bank Fees or charges associated with the Bank Accounts, and charge back returned items to the Bank Accounts in the ordinary course and consistent with prepetition practices; provided, however, that such amount shall not exceed $10,000.

7. The Debtors are authorized, but not directed, on an interim basis, to: (a) pay undisputed prepetition amounts as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System; and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course, to the same extent the Debtors were responsible for such items prior to the Petition Date.

8. The Debtors are authorized, but not directed, on an interim basis, to: (a) enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operation of the business in the ordinary course during the prepetition period; and (b) reconcile amounts owed between and among the

Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or post-petition, in the ordinary course of business, as determined by the applicable Debtors in their business judgment. In connection therewith, the Debtors shall continue to maintain accurate and reasonably detailed records with respect to all transfers of cash so that all transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts from the Debtors' books and records. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions outside of the ordinary course of business pursuant to this Interim Order. During the Interim Period, upon request of the U.S. Trustee and any statutory committee(s) appointed in these Chapter 11 Cases, the Debtors shall promptly make such records related to the foregoing available to such parties.

9. The Debtors are authorized, but not directed, on an interim basis, to set off mutual post-petition obligations relating to intercompany receivables and payables through the Cash Management System. In connection therewith, the Debtors shall continue to maintain accurate and reasonably detailed records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts from the Debtors' books and records. Each payment (or other transfer of cash, whether to or from the Debtors) from a Debtor to another Debtor under any Intercompany Transaction is hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code. For the avoidance of doubt, the relief granted in this Interim Order with

respect to postpetition Intercompany Transactions shall not constitute a finding as to the validity, priority, or status of any prepetition intercompany balance, and all parties reserve their rights to contest the validity, priority, or status of any such prepetition intercompany balance. During the Interim Period, upon request of the U.S. Trustee and any statutory committee(s) appointed in these Chapter 11 Cases, the Debtors shall promptly make such records related to the foregoing available to such parties.

10. Notwithstanding anything herein to the contrary, nothing in this Interim Order shall modify or impair the ability of any party in interest to contest (i) how the Debtors account, including, without limitation, the validity or amount set forth in such accounting, for any Intercompany Transaction, whether arising prepetition or post-petition, and (ii) the ability of the Debtors to set off prepetition and/or post-petition obligations on account of Intercompany Transactions. The rights of all parties in interest with respect thereto are preserved.

11. Those certain agreements existing between the Debtors and the Banks shall continue to govern the post-petition relationship between the Debtors and the Debtors' Banks and, subject to the applicable bankruptcy or non-bankruptcy law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors

and such Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

12. The Debtors are authorized, but not directed, to open a new debtor in possession account with PNC **(or such other authorized bank to the extent set forth in this paragraph)** and to close the Exchange Accounts and any other existing Bank Account as contemplated by the Motion, and to enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Banks, as applicable; provided that any such new account is with an institution that is (a) a party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 (the "U.S. Trustee") or is willing to immediately execute a Uniform Depository Agreement, and (b) agrees to be bound by the terms of this Interim Order. The Debtors shall provide written notice (email being sufficient) within one (1) business day to the U.S. Trustee and counsel to any statutory committees appointed in these Chapter 11 Cases of the opening of a new Bank Account or the closing of an existing Bank Account. The opening of a new bank account or the closing of a Bank Account shall be timely reflected on the Debtors' monthly operating reports. The U.S. Trustee and any statutory committees appointed in these Chapter 11 Cases will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening of a new bank account or the closing of a Bank Account, or such later date as may be extended by the Court or agreed to between the Debtors, the U.S. Trustee, and any statutory committees appointed in these Chapter 11 Cases. The relief granted in this Interim Order is extended to any

new Bank Account opened in the ordinary course of business and consistent with historical practices after the date hereof, which account shall be deemed a "Bank Account." Any new debtor-in-possession bank account must bear the designation "Debtor-in-Possession" and be designated as "Debtor-in Possession" accounts with the above captioned case number.

13. The Debtors shall provide not less than five (5) business days' prior written notice (email being sufficient) to the U.S. Trustee and counsel to any statutory committees appointed in these Chapter 11 Cases prior to making any material changes to the Cash Management System. If an objection is filed with respect to such changes, the Debtors shall not implement such changes absent (a) the consensual resolution of such objection or (b) without further authorization by this Court.

14. Consistent with the Motion, the Debtors shall provide an accounting every two (2) weeks to the U.S. Trustee, counsel to any statutory committees appointed in these Chapter 11 Cases, and other parties in interest upon reasonable request, or as otherwise directed by the Court, with respect to (a) the 7149 Account, including the collection of outstanding receivables and the disbursement of ordinary course administrative expenses and payroll, until the 7149 Account is converted to, or replaced by, a debtor in possession account with PNC; (b) the Debtors' limited use of the Exchange Accounts, until each such account is closed; and (c) transactions and usage under the Ramp credit card platform, during the period of its limited use as set forth herein and in the Motion.

15. With regard to each of the Banks that is party to a Uniform Depository Agreement with the U.S. Trustee, within five (5) calendar days of the date of entry of this Interim order, the Debtors shall : (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of the Bank Accounts as being held by a debtor-in-possession in the Debtors' bankruptcy cases, and request the Banks to code and rename the Bank Account(s) as "Debtor in Possession" accounts with the Petition Date and the lead case number included on the account title.

16. The relief in this Interim Order is extended to any new bank account opened by any of the Debtors after the date hereof, which such account shall be deemed a Bank Account as if it had been identified in the Motion, and to the bank at which such account is opened, which such bank shall be deemed a Bank.

17. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the UST Guidelines, the Debtors shall have thirty (30) days from the entry of this Interim Order with respect to the Motion, or such longer time as agreed with the U.S. Trustee, without prejudice to seeking an additional extension or extensions, to (a) come into compliance with their obligations under section 345(b) of the Bankruptcy Code and any of the UST Guidelines, (b) otherwise reach agreement with the U.S. Trustee, without prejudice to the Debtors' right to seek an extension of such period, or (c) seek waiver from this Court for cause of the requirements of section 345(b) of the Bankruptcy Code

and the UST Guidelines; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

18. Notwithstanding any other provision of this Interim Order, should a Bank honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of a-good faith mistake made despite implementation of customary item handling procedures, the Bank shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Interim Order. Without limiting the foregoing, any of the Banks may rely on representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such Banks shall not have any liability to any party for relying on such representations by the Debtors provided for herein.

19. All Banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

20. Nothing in this Interim Order shall prejudice the Debtors' rights to seek recovery of any payments from any payee as permitted under sections 544, 547, 548, 549, or any other applicable provision of the Bankruptcy Code or applicable non-bankruptcy law.

21. During the interim period, those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and all provisions of such agreements shall remain in full force and effect. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to the terms of those certain existing deposit agreements; provided that any opening of a new account or closing of an existing account shall be consistent with the limited relief set forth in the Motion and this Interim Order.

22. On an interim basis, each of the Debtors' Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts at such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

23. The Debtors shall maintain records of all transfers within the Cash Management System so that all transfers and transactions shall be adequately and promptly documented in, and ascertainable from, the Debtors' books and records, to the same extent as maintained prior to the

commencement of the Chapter 11 Cases. The Debtors are also directed to maintain their books and records so as to provide a clear demarcation between prepetition and postpetition transactions.

24. Notwithstanding that the Debtors may be authorized to use a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which entity remits payment for those disbursements.

25. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

26. Subject to § 553 of the Bankruptcy Code, the Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank Accounts on account of, or by reason of, any claim (as defined in § 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of the Court.

27. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or

any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights with respect to all of the foregoing.

28. Nothing in this Interim 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.

29. Nothing in this Interim Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

30. Within two (2) calendar days after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

31. 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.

32. 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.

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

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

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

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

37. The Debtors shall serve a copy of this Interim Order on all parties required to receive such service pursuant to Local Rule 9013-5(f).

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